



# AGENDA

## COBB COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

SEPTEMBER 10, 2019 – 9:00 AM

*Cobb County...Expect the Best!*

### CALL TO ORDER

### PRESENTATIONS

1. To present proclamations to the Barbara Hickey Constitution Day Fund team in recognition of Constitution Day & to the Daughters of the American Revolution (DAR) for Constitution Week.
2. To recognize Pamela Williford, Senior Buyer, and Linda Drayton, Buyer, for successful completion of requirements for designation as a Georgia Certified Purchasing Associate (GCPA).

### PUBLIC COMMENT

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

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

### CONSENT AGENDA

#### **Water System**

3. To approve Supplemental Agreement No. 4 with Jacobs Project Management Company (Jacobs) to extend the contract through FY20 for the provision of Construction Management Services, Program No. C0138.
4. To approve a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Tippins Contracting Co. Inc. for Oak Ridge Court Water Main Replacement, Program No. W2381.
5. To authorize an Encroachment Agreement with Norfolk Southern Railway Company to allow County encroachment into the Company's Right-of-Way for the purpose of replacing a water main as part of Hiram-Lithia Springs Road Phase 2 Water Main Replacement, Program No. W2376.

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6. To approve a construction contract with Smith Pipeline, Inc., for Lake Acworth Drive Area Water Main Replacement, Program No. W2371.
7. To approve Change Order No. 1 (final) to the construction contract with W.E. Contracting Co., Inc. for the stormwater system replacement project known as 1061 Woodruff Plantation Parkway, Program No. SW1792.
8. To approve a construction contract under the 2016 Stormwater Management Unit Price Contract with Chatfield Contracting, Inc. for the 3696 Oxford Trace, Program No. SW1930.

### Transportation

9. To authorize the establishment of a “No Parking” zone along both sides of Echols Cove.
10. To approve the revised List of Roadways to establish speed zones for the posting of speed limits and for the use of speed detection devices.
11. To authorize the advertisement for and conduct of a public hearing for the proposed closure and abandonment of a portion of Wigley Road, located in Land Lots 26, 27, and 47 of the 16th District, 2nd Section, Cobb County, Georgia.
12. To approve Project No. T080-TO#02 to the 2018 Master Task Order Contract with Kimley-Horn and Associates, Inc., for engineering design services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations, Phase 4, CCDOT Contract No. 001319.
13. To approve the Fourth Amendment to the Intergovernmental Agreement with the State Road and Tollway Authority relating to the Land Public Transportation System and Land Public Transportation Projects for the operation of the Xpress service.
14. To approve a Right-Of-Way Maintenance Agreement with the Town Center Community Improvement District for one-time maintenance repairs on sections of Chastain Road and George Busbee Parkway.

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15. To adopt a resolution authorizing H. William Rowling, Jr., County Attorney, to serve as the County's designated legal official as required in the Federal Transit Administration Transit Award Management System.

## Public Services Agency

### PARKS

16. To approve a contract with Daikin Applied for procurement and installation of a replacement Seresco dehumidification system to serve the Cobb County Central Aquatic Center from Fund Balance appropriations.

### Library System

17. To authorize the acceptance of the donation of a 1902 Chandler & Price letterpress to the North Cobb Regional Library from the Red Onion Press and the Sam Galloway family.
18. To authorize the application for the 2020 Library Services and Technology Act (LSTA) Grant from the Board of Regents of the University System of Georgia, Georgia Public Library Services.

### Senior Services

19. To authorize the renewal of a contract with Senior Citizen Services of Metropolitan Atlanta, Inc. d/b/a/ Meals on Wheels Atlanta as the continuing provider of Congregate Center and Home Delivered Meals for the clients of Cobb County Senior Services.

## Public Safety Agency

### 911 Emergency Communications

20. To approve a contract with AT&T for the upgrade and maintenance of the Emergency Communications Department's West phone system (formerly known as Intrado).

### Fire Department

# AGENDA

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21. To authorize the acceptance of a monetary donation from the Georgia Pacific Corporation to Cobb County Fire & Emergency Services for equipment and services.

## Community Development

22. To accept grant funds from the Technical College Systems of Georgia to provide employment and training services to the Youth Program through CobbWorks, Inc.
23. To review a summary of the appeal hearing conducted by the License Review Board on August 22, 2019 for AHP Operator, LLC d/b/a Atlanta Ice House.

## Finance

24. To adopt a resolution adopting all budget amendments set forth in agenda items on this date.
25. To authorize the reallocation of a portion of TAVT proceeds to the Fire Fund and the Debt Services Fund.

## County Clerk

26. To approve minutes.

## REGULAR AGENDA

### District Attorney

27. To authorize the reclassification of a vacant Administrative Coordinator position in the District Attorney's Office as a Chief of Staff.

### Transportation

28. To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et seq., on two parcels on Factory Shoals Road (Harmony Leland and Clay Elementary Schools), Phase 1, Project No. X2807.

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29. To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq., on one parcel on Acworth Due West Road at Jim Owens Road/Mars Hill Church Road Intersection, Project No. X2301.
30. To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq., on one parcel on Cherokee Street, Project No. X2603.
31. To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq., on one parcel on Mableton Parkway Pedestrian Improvements, Phase I, Project No. X2762.
32. To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et seq., on one parcel on New Macland Road, Project No. X2608.
33. To approve the revised budget and current schedule for the 2016 Transportation Improvements Program, funded primarily by the 2016 Special Purpose Local Option Sales Tax.
34. To approve a contract with Massana Construction, Inc., for bridge rehabilitation on Windy Hill Road over Rottenwood Creek, Project No. E4020, CCDOT Contract No. 001478.
35. To approve a contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, for Phase 6 demolition of four buildings for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001515.
36. To approve Change Order No. 1 (final) to the contract with Butch Thompson Enterprises, Inc., for drainage system repairs on River View Road, Project No. X2259, CCDOT Contract No. 001481.
37. To approve Change Order No. 1 (final) to the contract with Excellere Construction, LLC for sidewalk repairs on Pair Road, Project No. X2773, CCDOT Contract No. 001444.

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38. To approve Change Order No. 1 (final) to the contract with Massana Construction, Inc., for Cumberland Areawide Interstate Signs, State P.I. No. 0014976, Cobb County Project No. X2508, CCDOT Contract No. 001013.
39. To approve Change Order No. 2 (final) to the contract with Baldwin Paving Company, Inc., for thoroughfare improvements on Cedarcrest Road, State P.I. No. 0007529, Cobb County Project No. D4070, CCDOT Contract No. 000681.
40. To approve Change Order No. 2 (final) to the contract with Excellere Construction, LLC for Wesley Chapel Road Sidewalk, Project No. E7260, CCDOT Contract No. 001184.
41. To approve Change Order No. 2 (final) to the contract with Baldwin Paving Company, Inc., for school zone improvements on John Ward Road at Irwin Road (Cheatham Hill Elementary School), Project No. X2802, CCDOT Contract No. 001201.
42. To approve Change Order No. 2 (final) to the contract with Brasfield & Gorrie, LLC for construction of Windy Ridge Parkway Bridge Pedestrian Improvements, State P.I. No. 0013963, Cobb County Project Nos. E7520/X2405, CCDOT Contract No. 000944.
43. To approve final close-out of various contracts for completed projects in the 2005, 2011, and 2016 SPLOST Transportation Improvements Program Funds, and the Capital Projects Fund.
44. To approve Amendment - Work Authorization III to the consolidated contract with Atkins North America, Inc., for program management services for the 2005, 2011, and 2016 SPLOST Transportation Improvement Programs, CCDOT Contract No. 000948.
45. To approve a Contract Modification with Georgia Power Company for preliminary engineering revisions and relocation of facilities on Old 41 Highway Bridge over CSX Railroad, Project No. X2116, CCDOT Contract No. 001399.
46. To authorize procurement of traffic signal mast arms for rebuild of a traffic signal on Mableton Parkway Pedestrian Improvements, Phase 1, Project No. X2762.

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## Information Services

47. To approve a contract with Croft and Associates, PC for full architectural and engineering design services related to the design and renovations for the new Cobb County Data Center, 2016 SPLOST project X0010.
48. To approve a contract with Presidio Networked Solutions, LLC to provide expert technology services for program management, current state technology assessment, application, hardware, and data migration planning and data center technology design for the new Cobb County Data Center, 2016 SPLOST project X0010, under provisions of Georgia Department of Administrative Services contract #99999-SPD-SPD0000060-0002.

## Property Management

49. To approve a contract with E. Escher Incorporated, Inc. for work related to the plumbing system for the Public Safety Training Center, a 2016 SPLOST project, Program X1050-R.
50. To approve Supplemental Agreement No. 1 with Batson-Cook Company, to establish the Guaranteed Maximum Price for the new Medical Examiner Laboratory facility, a 2016 SPLOST project, Program X1030.
51. To approve a contract with Fire Systems, Inc. for work related to the sprinkler system for the Public Safety Training Center, a 2016 SPLOST project, Program X1050.

## Community Development

52. To approve an Economic Incentive Commitment Agreement for NF IV-VA ATL Cumberland, LLC.

## Human Resources

53. To approve a recommended Parental Leave Policy for full-time employees.

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54. To amend the Profit Sharing Plan Adoption Agreement and Addendum with ICMA-RC for administration of the defined contribution option of the Cobb County Government Employees Pension Plan.

## **PUBLIC COMMENT**

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

## **APPOINTMENTS**

55. To approve the appointment of J.C. Bradbury to the Development Authority of Cobb County.
56. To approve the appointments to the Hospital Authority of Cobb County.

## **RESPONSE TO PUBLIC COMMENT**

## **COMMISSIONERS' PUBLIC ADDRESS**

Per Section 2.01.01 of the Rules of Procedure of the Board

## **ADJOURNMENT**





## **BOC Commissioner (District 3)**

**Item No. 1.**

JoAnn Birrell, Commissioner

District 3

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*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** JoAnn Birrell, Commissioner

**DATE:** September 10, 2019

### **PURPOSE**

To present proclamations to the Barbara Hickey Constitution Day Fund team in recognition of Constitution Day & to the Daughters of the American Revolution (DAR) for Constitution Week.

### **BACKGROUND**

Constitution Day and Citizenship Day is observed each year on September 17 to commemorate the signing of the Constitution on September 17, 1787, and "recognize all who, by coming of age or by naturalization, have become citizens." In the past, the Cobb County Republican Women's Club (CCRWC) spearheaded efforts to distribute copies of the U.S. Constitution to Cobb County and Marietta School students. This year, a fund has been established in honor of Barbara Hickey's efforts to grow students' appreciation of our U.S. Constitution.

Constitution Week is the commemoration of America's most important document. It is celebrated annually during the week of September 17-23. The U.S. Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms and inalienable rights.

In 1955, the Daughters of the American Revolution (DAR) petitioned Congress to set aside one week annually to be dedicated for the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into public law on August 2, 1956 by President Eisenhower.

The aims of the Constitution Day and Constitution Week celebrations are to: emphasize citizens' responsibilities for protecting and defending the Constitution, inform people that the Constitution is the basis for America's great heritage and the foundation for our way of life and to encourage the study of the historical events which led to the framing of the Constitution in September 1787.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners present proclamations to the Barbara Hickey Constitution Day Fund team and the Daughters of the American Revolution designating September 17, 2019 as *Constitution Day* and September 17-23, 2019 as *Constitution Week* in Cobb County.

**ATTACHMENTS**

None



## **BOC Commissioner (District 2)**

**Item No. 2.**

Bob Ott, Commissioner

Districts All

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*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Bob Ott, Commissioner

**DATE:** September 10, 2019

### **PURPOSE**

To recognize Pamela Williford, Senior Buyer, and Linda Drayton, Buyer, for successful completion of requirements for designation as a Georgia Certified Purchasing Associate (GCPA).

### **BACKGROUND**

Ms. Williford and Ms. Drayton, after successfully completing course and testing requirements set forth by the Georgia Department of Administrative Services, have been designated as a Georgia Certified Purchasing Associate (GCPA).

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners recognize Pamela Williford and Linda Drayton for their outstanding achievement in receiving designation as a Georgia Certified Purchasing Associate. (GCPA).

### **ATTACHMENTS**

None



## Water System

Stephen D. McCullers, P.E., Director

Districts All

Item No. 3.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Steve McCullers, Water System Agency Director  
**DATE:** September 10, 2019

### PURPOSE

To approve Supplemental Agreement No. 4 with Jacobs Project Management Company (Jacobs) to extend the contract through FY20 for the provision of Construction Management Services, Program No. C0138.

### BACKGROUND

In 1994, the Board of Commissioners authorized the Water System to solicit consultant services related to construction management for Capital Improvement Program (CIP) projects. These services were similarly procured in 1997, 2000, 2005, and 2010. Utility locating services were added in 2000. In 2015, a team of consultants led by Jacobs Project Management Company was selected for this work. This program, intended to provide required services more effectively and at a lower overall cost, has been extremely successful to date.

On August 25, 2015, the Board of Commissioners approved an agreement with Jacobs for services in FY16 in the amount of \$7,049,280.80. The Jacobs team includes Engineering Design Technologies, Moonshower's, JAT Consulting, Gaskins Engineering and Surveying, and One Vision Utility Services. The Agreement included annual renewals for FY17 and FY18, with options to extend for two additional years, and a provision for hourly rate increases each year. The Board approved Supplemental Agreement No. 1 on September 13, 2016, Supplemental Agreement No. 2 on September 22, 2017, and Supplemental Agreement No. 3 on September 11, 2018.

**At this time, the Water System seeks approval of Supplemental Agreement No. 4 for the FY20 contract extension in an amount not to exceed \$7,182,874.79, the same amount approved for FY18 and FY19.** In accordance with the Agreement, hourly rates have been adjusted by 2.5 percent with the cost impact mitigated through staffing adjustments. The Supplemental Agreement has been reviewed and approved by the County Attorney's Office.

### IMPACT STATEMENT

N/A

**FUNDING**

Funding is available in the Water System’s Construction Services Program FY20 Adopted CIP Budget as follows:

Transfer from:

Construction Services Program

Preliminary Estimates	510-500-5752-8005	C0138-Z	\$7,182,874.79
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Transfer to:

Construction Services Program

Inspection & Supervision

Line & Plant Facilities	510-500-5752-8230	C0138-E	\$5,507,874.79
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Professional Services–Utility Locating	510-500-5752-6326	C0138-E	<u>\$1,675,000.00</u>
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Total			\$7,182,874.79
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Increase Encumbrances:

GAE 5100825151101	510-500-5752-8230	C0138-E	\$5,507,874.79
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GAE 5100825151101	510-500-5752-6326	C0138-E	\$1,675,000.00
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**RECOMMENDATION**

The Board of Commissioners approve Supplemental Agreement No. 4 with Jacobs Project Management Company, in an amount not to exceed \$7,182,874.79, to extend the contract through FY20 for the provision of Construction Management Services, Program No. C0138; authorize the corresponding budget transactions; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Agreement-091019 SA4 Jacobs CMS

**SUPPLEMENTAL AGREEMENT NO. 4**  
**to**  
**AGREEMENT FOR CONSULTING SERVICES**  
**between**  
**COBB COUNTY**  
**and**  
**JACOBS PROJECT MANAGEMENT CO.**  
**for**  
**CONSTRUCTION MANAGEMENT SERVICES**  
**CCWS CAPITAL IMPROVEMENT PROGRAM**  
**PROGRAM NO. C0138**

This Amendment is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 between **COBB COUNTY**, a political subdivision of the State of Georgia, hereinafter referred to as "**Owner**" or "**County**" and **JACOBS PROJECT MANAGEMENT CO.**, a corporation, licensed to do business in the state of Georgia, hereinafter referred to as "**Consultant.**"

WITNESSETH:

WHEREAS, Owner and Consultant have previously entered into an agreement dated October 23, 2015, to provide professional services for construction management services for the CCWS Capital Improvement Program, Program No. C0138 (the "Agreement"); and

WHEREAS, Owner deems it to be in Owner's best interest to extend the term of the Agreement and equitably adjust Consultant's compensation, and Consultant desires to continue to provide its professional services and has the personnel and facilities necessary to accomplish the work within the required time.

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

**1. ARTICLE V. AGREEMENT TERM/SURVIVAL**

The Term of the Agreement is hereby extended to include Fiscal Year 2020, commencing on October 1, 2019 and ending on September 30, 2020, in accordance with the option provisions of **Article V. Agreement Term/Survival** of the original Agreement.

**2. EXHIBIT D**

- A. Delete numbered paragraph 3 in its entirety and substitute the following language in lieu thereof:

**3. TOTAL COMPENSATION FOR AGREEMENT**

The compensation ceiling is increased by \$7,182,874.79 by this Supplemental Agreement No. 4. The total compensation for services provided shall not exceed \$35,780,779.96 without amending the Agreement in accordance with Article II.C.

- B. Delete the Hourly Rate Schedule (Page SA3 – D-3) in its entirety and substitute the attached new Hourly Rate Schedule (Page SA4 – D-3) for Supplemental Agreement No. 4.

All other provisions of the original Agreement shall remain in full force and effect and shall not be affected by this Supplemental Agreement No. 4.

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IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original.

Date of BOC approval:

September 10, 2019

Recommended:

\_\_\_\_\_  
Stephen D. McCullers, P.E.  
Director, Cobb County Water System

Approved as to form:

\_\_\_\_\_  
County Attorney

**JACOBS PROJECT MANAGEMENT CO.**  
CONSULTANT

**COBB COUNTY**  
OWNER

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Jim Davis  
Typed Name

Michael H. Boyce  
Typed Name

Vice President  
Title

Chairman, Cobb County  
Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

Attest:

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Clerk

AFFIX SEAL



**HOURLY RATE SCHEDULE**  
**Supplemental Agreement No. 4**  
**October 1, 2019 – September 30, 2020**

<b>Employee Classification</b>	<b>Regular Hourly Rate</b>	<b>Overtime Hourly Rate</b>
Project Manager <sup>1,2</sup>	\$135.82	\$135.82
Assistant Project Manager <sup>1,2</sup>	\$112.98	\$112.98
Construction Manager <sup>1,2</sup>	\$105.60	\$105.60
Contract Manager <sup>1,2</sup>	\$91.34	\$91.34
Land Acquisition Manager <sup>1,2</sup>	\$94.46	\$94.46
Land Acquisition Agent <sup>1,2</sup>	\$55.63	\$55.63
Resident Project Representative III <sup>2</sup>	\$69.95	\$104.95
Resident Project Representative II <sup>2</sup>	\$64.07	\$96.12
Resident Project Representative I <sup>2</sup>	\$60.56	\$90.84
Resident Design Engineer <sup>1,2</sup>	\$95.04	\$95.04
Resident Designer <sup>2</sup>	\$77.85	\$116.79
Resident Design Technician <sup>2</sup>	\$55.33	\$83.01
Resident Field Technician II <sup>2</sup>	\$62.92	\$94.38
Resident Field Technician I <sup>2</sup>	\$60.16	\$90.23
Senior Administrative Assistant <sup>1,2</sup>	\$54.62	\$54.62
Administrative Assistant <sup>2</sup>	\$44.63	\$66.94
Clerical Assistant <sup>2</sup>	\$31.38	\$47.06
Data Management Technician <sup>2</sup>	\$71.76	\$107.63
GIS Technician <sup>2</sup>	\$77.26	\$115.91
Utility Locate Coordinator <sup>1,2</sup>	\$70.10	\$70.10
Field Utility Locator II <sup>2</sup>	\$55.19	\$82.79
Field Utility Locator I <sup>2</sup>	\$49.67	\$74.51
2 - Person Survey Crew	\$144.32	\$216.49
Registered Land Surveyor <sup>1</sup>	\$119.23	\$119.23
Senior Geomatics Technician <sup>1</sup>	\$104.10	\$104.10
Senior Design Engineer <sup>1</sup>	\$132.46	\$132.46
Design Engineer <sup>1</sup>	\$99.34	\$99.34
Technician	\$59.93	\$89.90
Senior Environmental Scientist <sup>1</sup>	\$110.38	\$110.38
Environmental Scientist <sup>1</sup>	\$93.83	\$93.83

<sup>1</sup> The overtime rate for the noted employee categories is limited to 1.0 times the hourly rate. The overtime rate for all other categories is limited to 1.5 times the salary cost component of the hourly rate.

<sup>2</sup> Personnel in these employee categories are based in office facilities provided by the Cobb County Water System.

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## Water System

Item No. 4.

Stephen D. McCullers, P.E., Director

District 3

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*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Steve McCullers, Water System Agency Director  
**DATE:** September 10, 2019

### PURPOSE

To approve a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Tippins Contracting Co. Inc. for Oak Ridge Court Water Main Replacement, Program No. W2381.

### BACKGROUND

This project includes abandoning the existing sub-standard polyvinyl chloride water main on Oak Ridge Court and replacing it with approximately 700 linear feet of 6-inch ductile iron pipe water main and all related appurtenances bringing the area up to current Water System standards.

**Prices for the work were tabulated from the current unit price contractors for Water, Sewer, and Miscellaneous Services. Tippins Contracting Co. Inc. is the lowest tabulated contractor at a cost of \$99,157.30 and can respond timely if approved.**

<b>Tippins Contracting Co. Inc.</b>	<b>\$ 99,157.30</b>
K. M. Davis Contracting	\$ 99,681.45
D & H Construction Company	\$108,369.58

### IMPACT STATEMENT

N/A

**FUNDING**

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

Transfer from:

Unidentified New/Replacement Water Mains

Preliminary Estimates	510-500-5754-8005	W1503-Z	\$106,157.30
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Transfer to:

Oak Ridge Court Water Main Replacement

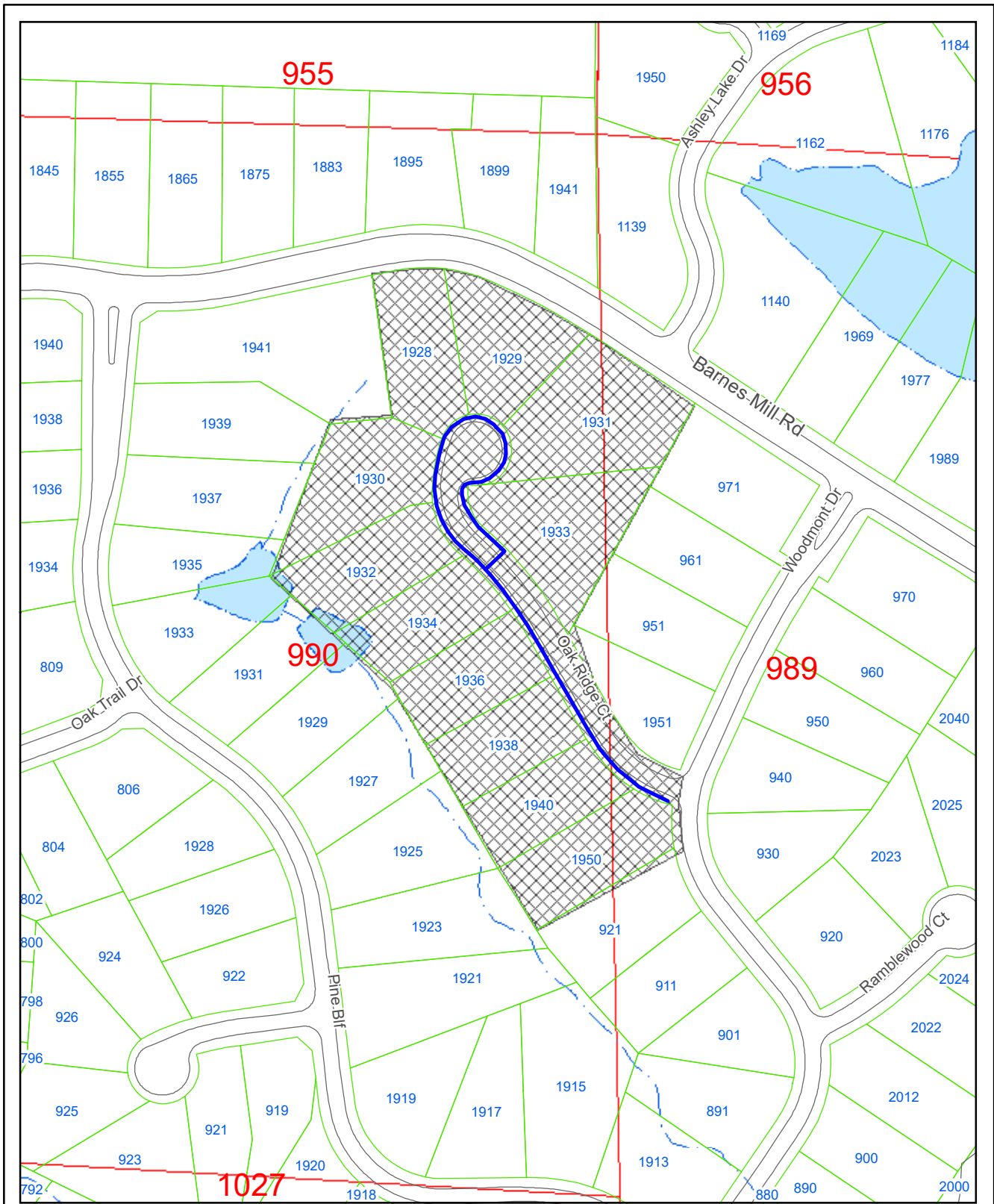
Construction	510-500-5754-8260	W2381-C	\$ 99,157.30
Materials & Supplies	510-500-5754-8265	W2381-M	\$ 5,000.00
Contingency	510-500-5754-8810	W2381-T	<u>\$ 2,000.00</u>
Total			\$106,157.30

**RECOMMENDATION**

The Board of Commissioners approve a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Tippins Contracting Co. Inc., in the amount of \$99,157.30, for Oak Ridge Court Water Main Replacement, Program No. W2381; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Map-091019 Oak Ridge Court WMR W2381



Project: Oak Ridge Court Water Main Replacement  
 Program Number: W2381  
 Land Lot(s): 989, 990  
 District(s): 16  
 Commission District(s): 3

1:2,400





## Water System

Stephen D. McCullers, P.E., Director

District 4

Item No. 5.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Steve McCullers, Water System Agency Director  
**DATE:** September 10, 2019

### **PURPOSE**

To authorize an Encroachment Agreement with Norfolk Southern Railway Company to allow County encroachment into the Company's Right-of-Way for the purpose of replacing a water main as part of Hiram-Lithia Springs Road Phase 2 Water Main Replacement, Program No. W2376.

### **BACKGROUND**

The Cobb County Water System proposes replacement of the water mains along Hiram-Lithia Springs Road, Angham Road, and Story Road. This requires installing an 8-inch ductile iron water main in a 16-inch steel casing under the Norfolk Southern railroad at Angham Road, for which an Encroachment Agreement is needed. A draft Agreement has been reviewed by the County Attorney's Office and found to be acceptable. Should the project move forward as anticipated, this instrument will allow the existing section of water main under the railroad to be replaced.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

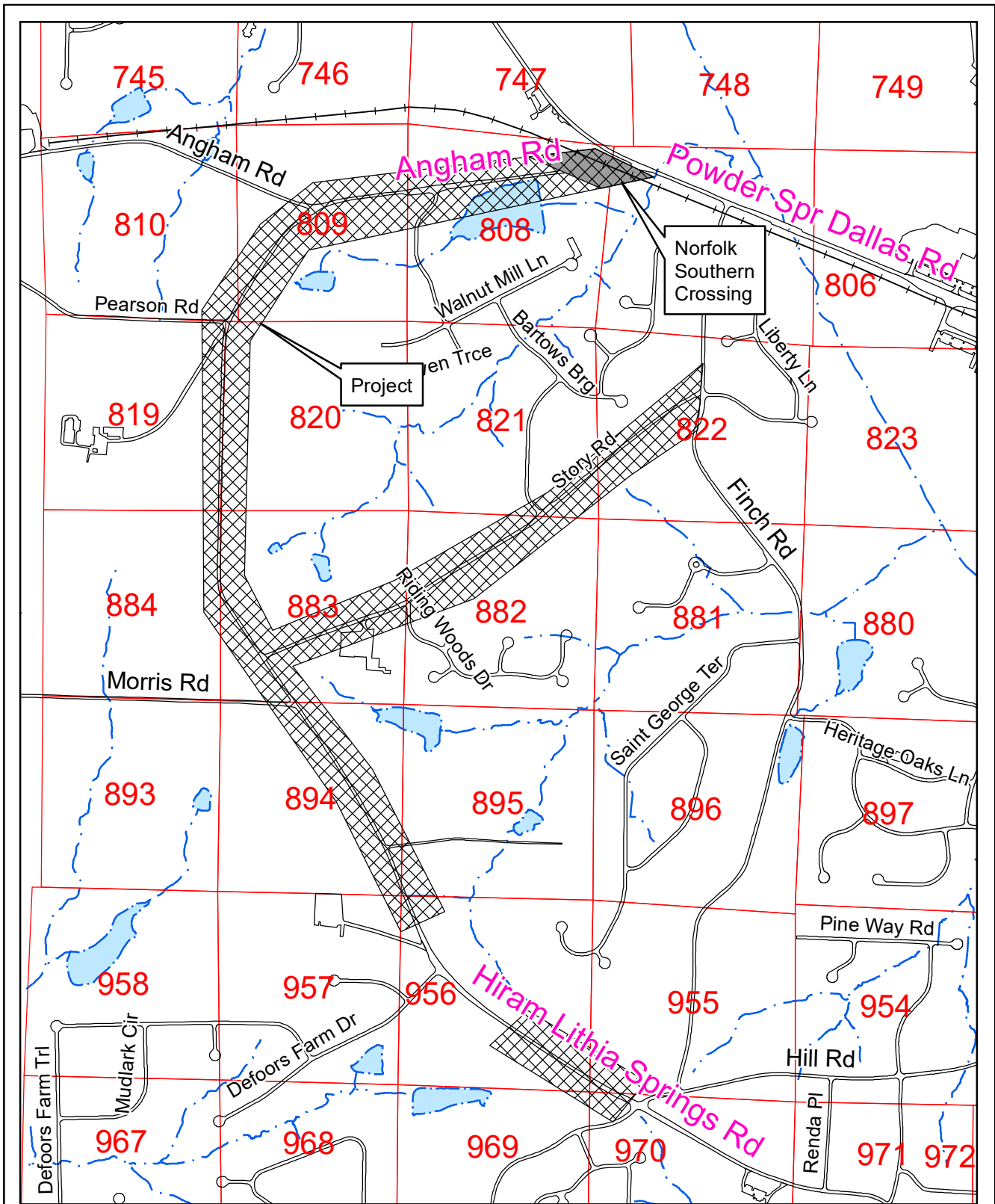
### **RECOMMENDATION**

The Board of Commissioners approve an Encroachment Agreement with Norfolk Southern Railway Company to allow County encroachment into the Company's Right-of-Way for the purpose of replacing a water main as part of the Hiram-Lithia Springs Road Phase 2 Water Main Replacement, Program No. W2376; and authorize the Chairman to execute the necessary documents.

### **ATTACHMENTS**

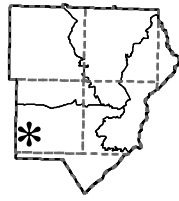
1. Map-091019 Hiram-Lithia Springs Rd. Phase 2 W2376
2. Agreement-091019 Norfolk Southern for Phase 2 WMR Hiram-Lithia Springs Rd. W2376





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

1:12,000



**NORFOLK SOUTHERN RAILWAY COMPANY**

**ACKNOWLEDGMENT FORM FOR WIRE AND/OR PIPE OCCUPATION  
WITHIN THE LIMITS OF A PUBLIC RIGHT OF WAY**

APPLICANT: Cobb County  
660 South Cobb Drive  
Marietta, Georgia 30060-3105

SUBJECT: Powder Springs, Cobb County, Georgia  
Milepost 128.09-H, Rome-Austell Line, Georgia Division  
Latitude N 33.869879, Longitude W 84.711329

**Norfolk Southern Activity No. 1267762**

Proposed installation of an underground crossing of an 8-inch ductile iron water pipeline in a 16-inch steel casing pipe and the undocumented existing 6-inch ductile iron water main pipe to be abandoned wholly within the confines of Angham Road (AAR/DOT #719820N)

In response to Applicant's submittal dated January 14, 2019, regarding the proposed construction of the subject project, Norfolk Southern Railway Company ("Railway") does not object to the installation of the Facilities as shown on the attached Drawings marked Exhibits A and B, received January 18, 2019, Pipe Data Sheet and Special Conditions for Construction Excavation, provided Applicant adheres to the following terms and conditions:

- The Facilities shall be installed, maintained, repaired and renewed by and at the sole risk, cost and expense of the Applicant.
- The Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any railroad structure or appurtenance and will not be located on any private property of Railway.
- After installation of the Facilities, the existing pipeline to be abandoned shall be immediately filled with cement grout, compacted sand, or flowable fill.
- The design and construction of aerial Facilities shall comply with Railway's NSCE-4 Specification, latest edition, and underground Facilities shall comply with Railway's NSCE-8 Specification, latest edition.
- Insurance

(a) Without limiting in any manner the liability and obligations assumed by Applicant under any other provision of this Agreement, and as additional protection to Railway, Applicant shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Applicant shall pay Railway a risk financing fee of \$1,000 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Applicant, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Applicant pays the then current risk financing fee for each affected installation, Applicant, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming



Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Applicant, or its contractor if it employs one, shall furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Applicant in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

(c) Subject to Railway's approval, Applicant may self-insure its obligations as required by Bullet Point (5) Insurance, subsection (a)(ii).

- Prior to commencement of any work to be performed, Applicant shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Applicant of such matters and the estimated cost therefor. No work shall be permitted without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about any Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Applicant agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.
- If Railway deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the Applicant's Facilities to place watchmen, flagmen, inspectors or any other employees deemed necessary by Railway for the protection of its train traffic and the protection of the property owned or in possession or control of Railway, or its employees, patrons, or licensees, Railway shall have the right to do so and Applicant agrees to bear full cost and expense thereof and to promptly reimburse Railway upon demand.
- All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of the Facilities and appurtenances herein referred to shall be borne by Applicant unless caused solely by the negligence or willful misconduct of Railway.
- In the event of any revision, renewal, addition, removal or alteration of said facilities, prior approval of the Railway must be secured. Applicant must also furnish Railroad Protective Liability Insurance for this work.
- Upon abandonment of the Facilities by Applicant, Applicant shall seek direction from Railway's Chief Engineer, or his representative, regarding the method of abandonment if the Facilities will be abandoned in place.
- In the event the Facilities consist of electrical power or communication wires and appurtenances, Applicant shall promptly remedy any inductive interference growing out of, or resulting from the presence of, the Facilities.
- In the event the Facilities consist of an underground occupation, Applicant will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railway arising from or as a result of the installation of the Facilities, and Applicant shall pay to Railway on demand the full cost and expense therefore.
- All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the Applicant shall in no event transfer or assign its rights hereunder without the written consent of Railway, which will not be unreasonably withheld.

- If the public road is abandoned by the appropriate governmental authority and the Facilities remain within the limits of Railway's right of way after such abandonment, as a condition for the continuing presence of the Facilities within Railway's right of way, Railway and Applicant shall agree upon an appropriate occupancy fee or rental for the Facilities and execute an amendment to this Agreement within ninety (90) days after the date upon which such public road is abandoned.
- Any and all notices, demands or requests by or from Railway to Applicant, or Applicant to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway: c/o Norfolk Southern Corporation  
 1200 Peachtree Street, NE - 12<sup>th</sup> Floor  
 Atlanta, Georgia 30309-3504  
 Attention: Director Real Estate

If to Applicant: Cobb County  
 660 South Cobb Drive  
 Marietta, Georgia 30060-3105  
 Attention: Project Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

ACCEPTED BY:

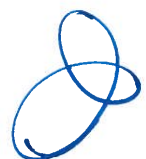
**NORFOLK SOUTHERN RAILWAY COMPANY**

\_\_\_\_\_ DATE \_\_\_\_\_  
 Real Estate Manager

**COBB COUNTY**

\_\_\_\_\_ DATE \_\_\_\_\_  
 Title \_\_\_\_\_

Activity Number: 1267762  
 AMP: Revised August 14, 2019; July 11, 2019; February 21, 2019  
 File No. 1714955v1





## Water System

Item No. 6.

Stephen D. McCullers, P.E., Director

District 1

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Steve McCullers, Water System Agency Director

**DATE:** September 10, 2019

### PURPOSE

To approve a construction contract with Smith Pipeline, Inc., for Lake Acworth Drive Area Water Main Replacement, Program No. W2371.

### BACKGROUND

The Lake Acworth Drive area is currently served by 2½-inch galvanized, 6-inch polyvinyl chloride, and 6-inch transite water mains that are subject to periodic failure and ongoing repair demands. The proposed project will address these deficiencies and bring the area up to current Water System standards. The project includes abandoning the use of the existing water mains and replacement with approximately 4,100 linear feet of 12-inch ductile iron water main and all related appurtenances along Lake Acworth Drive generally from Cherry Street to just east of Maryland Drive.

**Bids for construction were received on August 22, 2019, and results of the bid were as follows:**

<b>Smith Pipeline, Inc.</b>	<b>\$692,695.50</b>
Ray Campbell Contracting Co., Inc.	\$701,296.50
K. M. Davis Contracting Co., Inc.	\$816,160.50
D & H Construction Company	\$848,385.25
Tippins Contracting Co., Inc.	\$899,690.00

### IMPACT STATEMENT

N/A

**FUNDING**

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

Transfer from:

Unidentified New/Replacement Water Mains

Preliminary Estimates	510-500-5754-8005	W1503-Z	\$718,495.50
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Transfer to:

Lake Acworth Drive Area Water Main Replacement

Construction	510-500-5754-8260	W2371-C	\$692,695.50
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Interest Expense on Retainage	510-500-5754-6613	W2371-A	\$ 1,800.00
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Materials & Supplies	510-500-5754-8265	W2371-M	\$ 10,000.00
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Contingency	510-500-5754-8810	W2371-T	<u>\$ 14,000.00</u>
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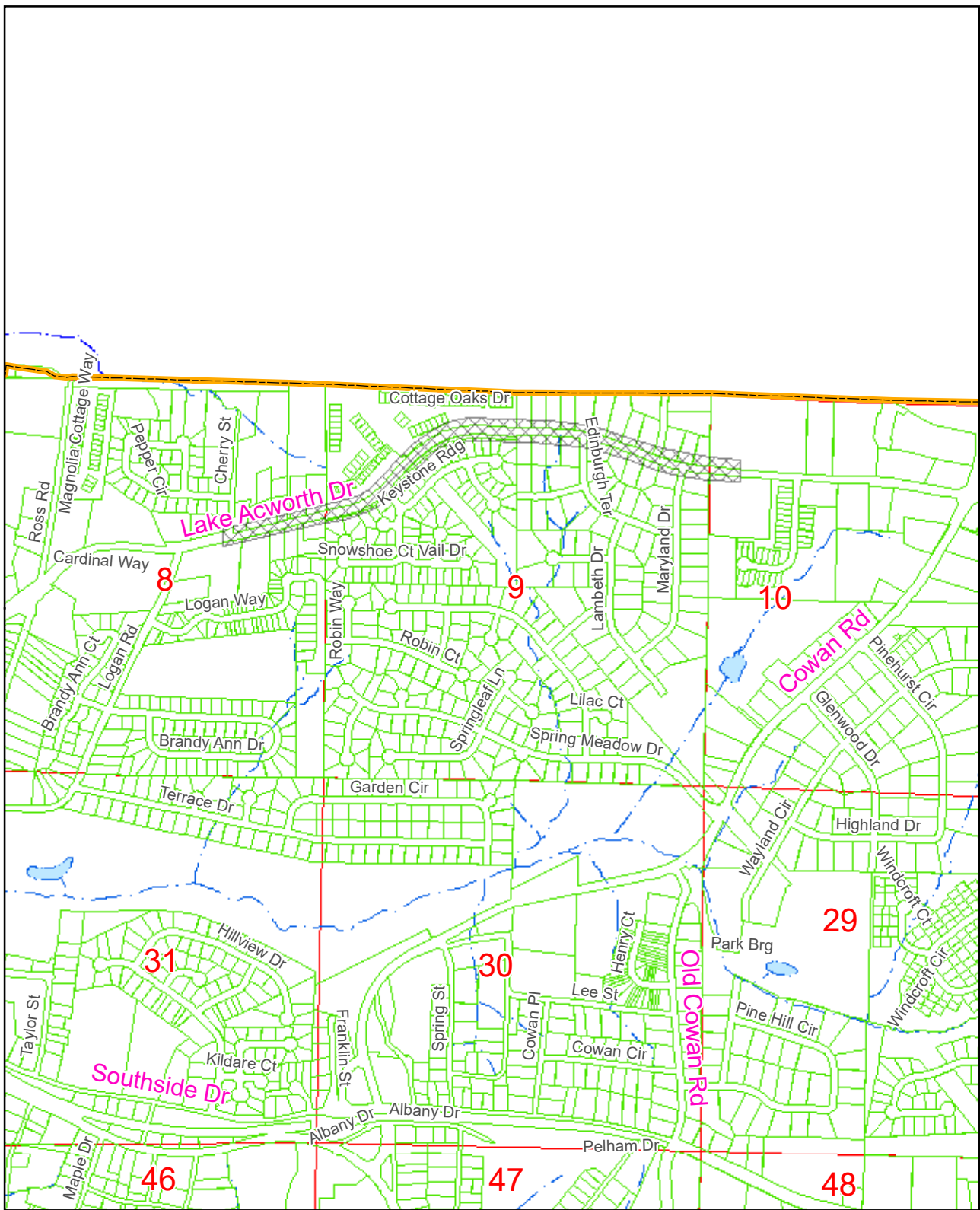
Total			\$718,495.50
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**RECOMMENDATION**

The Board of Commissioners approve a construction contract with Smith Pipeline, Inc., in the amount of \$692,695.50, for Lake Acworth Drive Area Water Main Replacement, Program No. W2371; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

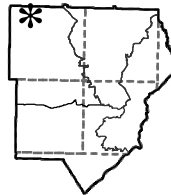
**ATTACHMENTS**

1. Map-091019 Lake Acworth Drive Area WMR W2371



Project: Lake Acworth Drive Area  
 Water Main Replacement  
 Program Number: W2371  
 Land Lot(s): 8, 9, 10  
 District(s): 20  
 Commission District(s): 1

1:12,000





## Water System

Item No. 7.

Stephen D. McCullers, P.E., Director

District 2

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*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Steve McCullers, Water System Agency Director  
**DATE:** September 10, 2019

### PURPOSE

To approve Change Order No. 1 (final) to the construction contract with W.E. Contracting Co., Inc. for the stormwater system replacement project known as 1061 Woodruff Plantation Parkway, Program No. SW1792.

### BACKGROUND

On November 13, 2018, the Board of Commissioners approved a construction contract for the removal and replacement of approximately 190 linear feet of failed 18-inch diameter corrugated metal stormwater conveyance system near 1061 Woodruff Plantation Parkway.

**The construction has been completed at a cost of \$56,777.50 or \$14,190.00 less than the approved contract amount of \$70,967.50.** The decrease is primarily due to a reduction in restoration costs and other final quantity adjustments.

Original Contract	\$70,967.50
<b>Change Order No. 1 (final)</b>	<b><u>(\$14,190.00)</u></b>
Revised Contract	\$56,777.50

### IMPACT STATEMENT

N/A

**FUNDING**

No additional funding is required for the Water System’s 1061 Woodruff Plantation Parkway, Program No. SW1792.

Transfer from:

1061 Woodruff Plantation Parkway

Drainage Contract R&M Service	510-500-5758-6496	SW1792-C	\$14,190.00
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Transfer to:

Stormwater Multi-Year Budget

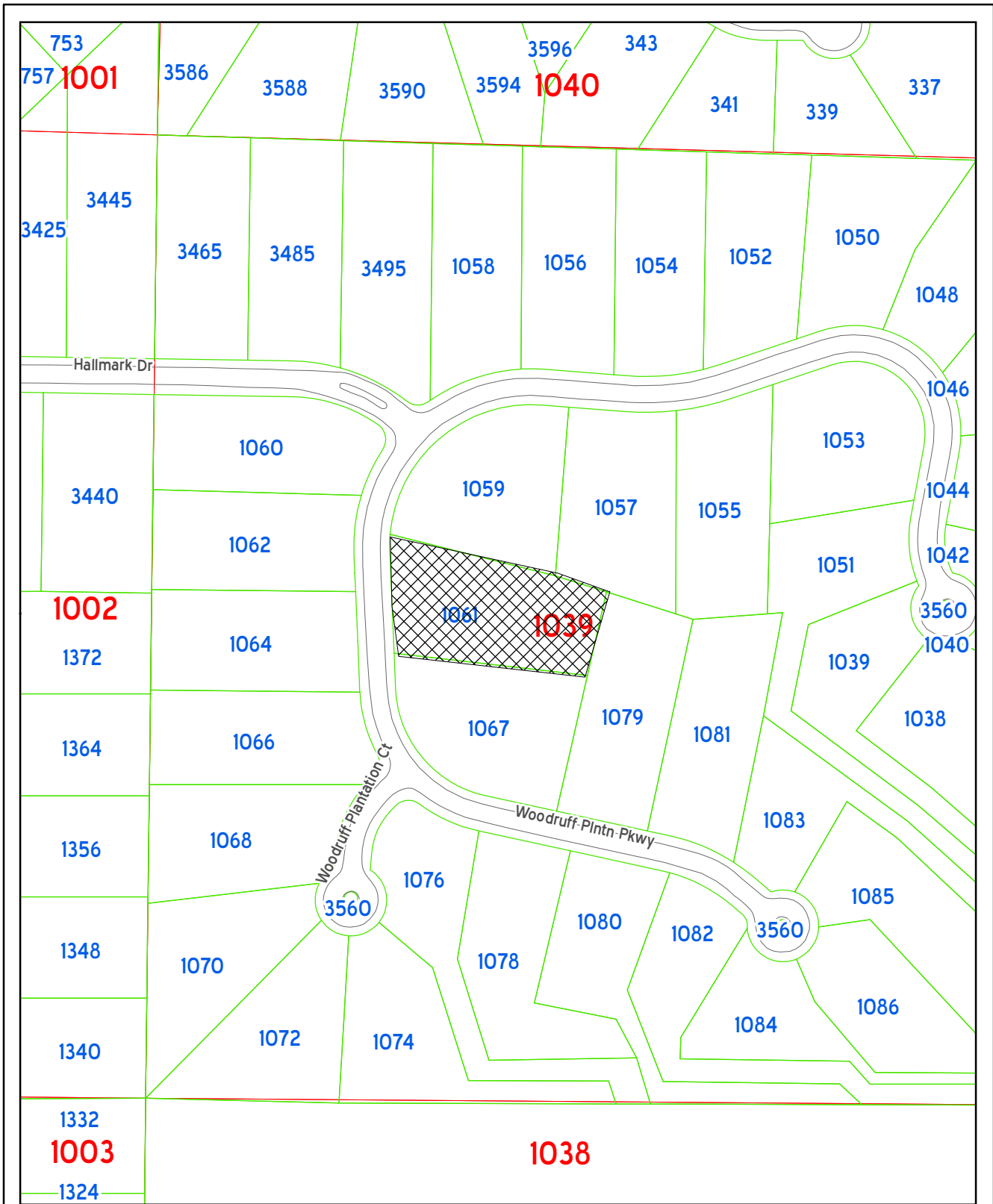
Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$14,190.00
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**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 (final) to the construction contract with W.E. Contracting Co., Inc., a savings to the project in amount of \$14,190.00, for 1061 Woodruff Plantation Parkway, Program No. SW1792; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

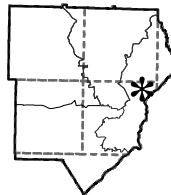
**ATTACHMENTS**

1. Map-091019 CO1(final) 1061 Woodruff Plantation Parkway SW1792



Project: 1061 Woodruff Plantation Parkway  
 Program Number: SW1792  
 Land Lot(s): 1039  
 District(s): 17  
 Commission District(s): 2

1:2,400







## Water System

Item No. 8.

Stephen D. McCullers, P.E., Director

District 2

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Steve McCullers, Water System Agency Director

**DATE:** September 10, 2019

### PURPOSE

To approve a construction contract under the 2016 Stormwater Management Unit Price Contract with Chatfield Contracting, Inc. for the 3696 Oxford Trace, Program No. SW1930.

### BACKGROUND

Upon responding to an inquiry in the vicinity of 3696 Oxford Trace, it was discovered that the stormwater conveyance system in this area, Princeton West Subdivision, was experiencing structural failure due to oxidation of the pipe's invert, resulting in the formation of sinkholes along the alignment of the pipe. This project consists of supplying all labor, materials, and equipment time to remove and replace approximately 200 linear feet of 18-inch bituminous coated corrugated metal pipe, one 18-inch precast concrete headwall, one 4-foot diameter manhole, and 80 square yards of 4-inch thick concrete driveway; construct one catch basin tie in; and perform all work required to restore the site. This project is complicated by site conditions and congested utilities.

**Pricing from available 2016 Stormwater Management Unit Price Contract contractors are as follows:**

<b>Chatfield Contracting, Inc.</b>	<b>\$56,376.10</b>
W.E. Contracting Co., Inc.	\$57,290.20
Ray Campbell Contracting Co., Inc.	\$62,792.40
American Contractors Grading and Paving, Inc.	\$64,177.30
Wade Coots Company, Inc.	\$64,321.40
Total Development, Inc.	\$83,855.20
K.M. Davis Contracting Co., Inc.	\$83,988.08
Site Engineering, Inc.	\$84,069.70

### IMPACT STATEMENT

N/A

**FUNDING**

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

Transfer from:

Stormwater Multi-Year Budget

Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$56,376.10
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Transfer to:

3696 Oxford Trace

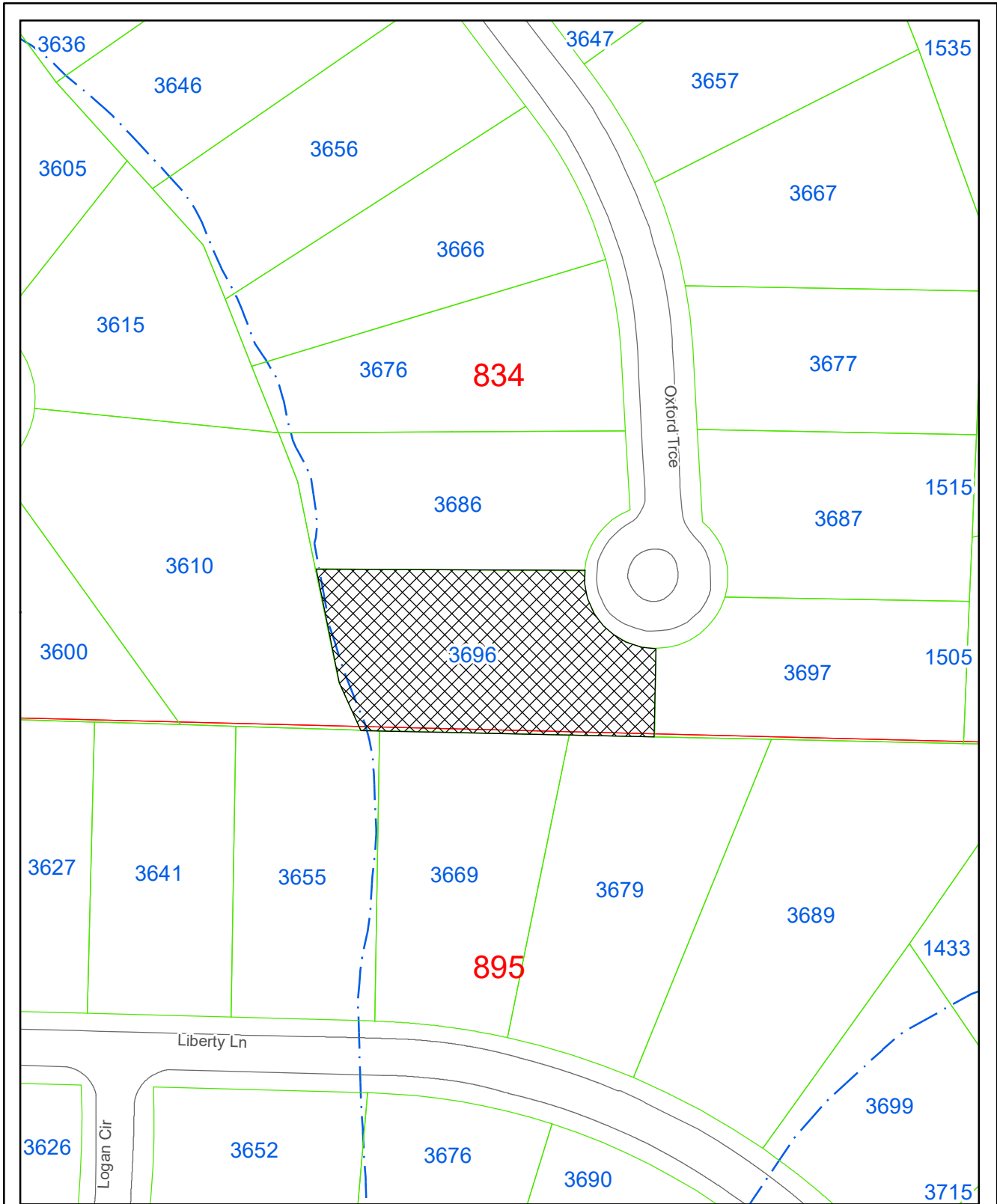
Drainage Contract R&M Service	510-500-5758-6496	SW1930-C	\$56,376.10
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**RECOMMENDATION**

The Board of Commissioners approve a construction contract with Chatfield Contracting, Inc., in the amount of \$56,376.10, for the 3696 Oxford Trace project, Program No. SW1930; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

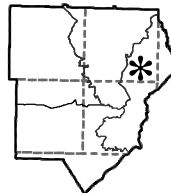
**ATTACHMENTS**

1. Map-091019 3696 Oxford Trace SW1930



Project: 3696 Oxford Trace  
 Program Number: SW1930  
 Land Lot(s): 834  
 District(s): 16  
 Commission District(s): 2

1:1,200





## Transportation

Erica Parish, Director

District 1

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Item No. 9.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To authorize the establishment of a “No Parking” zone along both sides of Echols Cove.

### **BACKGROUND**

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

Echols Cove is a local, residential street located off Casteel Road, just south of Lovinggood Middle School within Commission District 1. The overall pavement width is 20 feet, with curb and gutter. There are four residential properties on the south side of Echols Cove. Lovinggood Middle School property runs along the north side of Echols Cove.

The Department recently investigated complaints from the residential property owners regarding on-street parking during activities/events held at Lovinggood Middle School. These activities occur during normal school days and hours, as well as evening hours and on weekends. Observations by Department staff confirmed the issues. There is a gated driveway into Lovinggood Middle School located at the end of Echols Cove, which is used as a secondary access for bus traffic during normal school hours. During non-school hours this gate is locked, restricting access to the school; however, Lovinggood Middle School has available access to adequate onsite parking for school activities held during both normal and non-school hours. The residents have worked with the school to advise parents they should be utilizing the available school parking lot, not Echols Cove. This generally helps for a short period, but the issue eventually re-occurs.

In July 2019, a citizen requested a petition to establish a “No Parking” zone along both sides of Echols Cove, from Casteel Road to the end of Echols Cove. The parking restriction is requested to be effective 24 hours a day, 7 days a week. A completed petition has been returned to the Department. Review and verification of the Echols Cove petition determined that 80 percent of the affected property owners support the proposed “No Parking” zone request, which meets the requirements of the policy.

Required signage for establishment of the "No Parking" zone will be installed utilizing in-house crews.

**IMPACT STATEMENT**

N/A

**FUNDING**

Funding is available in the Department's approved FY19 Operating Budget, as follows:

Available	010-050-0750-6197	Signage Supplies	\$240.00
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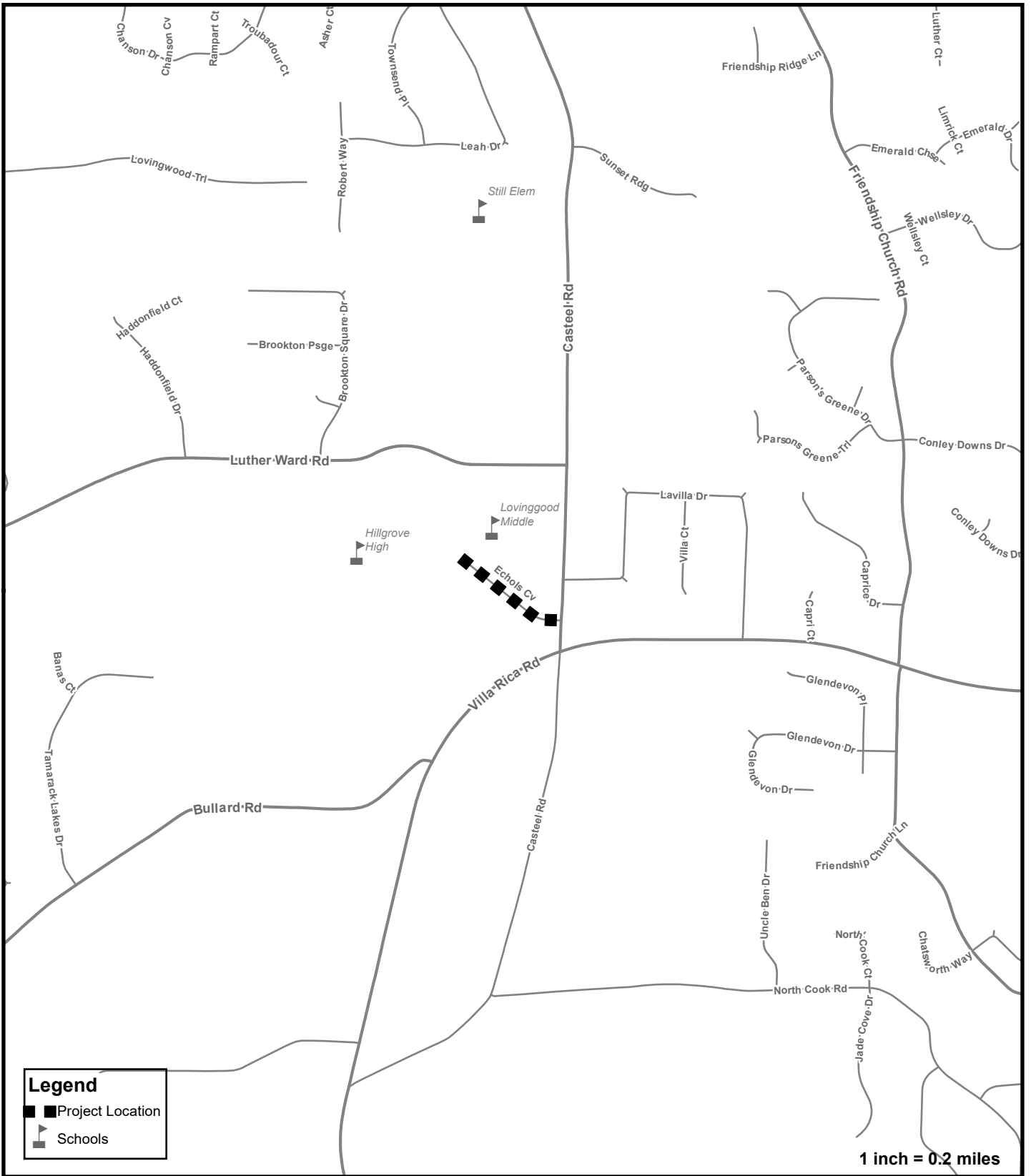
**RECOMMENDATION**

The Board of Commissioners authorize the establishment of a “No Parking” zone along both sides of Echols Cove, from Casteel Road to the end of Echols Cove.



**ATTACHMENTS**

1. Location Map

# LOCATION MAP



**Legend**

-  Project Location
-  Schools

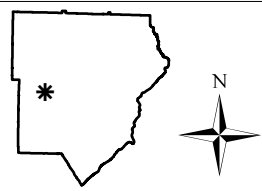
1 inch = 0.2 miles



Department of Transportation

**PROJECT:**  
No Parking Zone  
Echols Cove

DATE: September 10, 2019



Notes: Commission District 1



## Transportation

Erica Parish, Director

Districts All

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Item No. 10.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve the revised List of Roadways to establish speed zones for the posting of speed limits and for the use of speed detection devices.

### **BACKGROUND**

On April 9, 1991, the Board of Commissioners adopted the Official Code of Cobb County, Chapter 118, Section 118-102, Speed Zones. Speed Zones are established to permit enforcement of speed limits on streets using speed detection devices. Periodically, amendments are necessary to revise speed limits, add roads, and update road parameters due to annexation, construction, new development, road name change, or traffic studies. The last revision to the List of Roadways was approved by the Board on April 14, 2015.

The Department and Cobb County Police Department have coordinated to develop revisions to the current approved List of Roadways. Revisions have been provided to the Board for their review, and the Department has submitted the revised List of Roadways to the Georgia Department of Transportation (GDOT) for review and approval. The Department received notification on July 23, 2019, that GDOT has approved the revised List of Roadways submitted for their review.

The Department recommends approval of the revised List of Roadways, List Number 7-2019-01, to establish speed zones for the posting of speed limits and for State approval for speed detection device usage. This revised List of Roadways will be referenced in the Official Code of Cobb County, Chapter 118, Section 118-102, Speed Zones.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners approve the revised List of Roadways, List Number 07-2019-01, to establish speed zones for the posting of speed limits and for the use of speed detection devices; and authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Radar Ordinance Changes Summary
2. List of Roadways - List Number 07-2019-01



**Radar Ordinance Changes Summary  
Amendments - List Number 07-2019-1**

DIST	STREET	CURRENT SPEED	PROPOSED SPEED	REASON FOR AMENDMENT
4	<b>S.R.8 / U.S. 78/278 School Zone for Harmony-Leland Elementary School &amp; Frank P. Lindley Middle School</b> from 200 feet east of Lee Road to 180 feet west of Cooks Road	25	25	Modify the limits of a school zone on Veterans Memorial Highway/SR 8 with existing flashing beacons; Reduce length of the School Zone to improve driver adherence and pedestrian safety
2,3	<b>401XN (I-75 NW Express)</b> from S.R. 407 (I-285) to 0.26 mi south of Bells Ferry Road "Underpass" (N. Marietta City Limits)	N/A	55	New road: NW Express Corridor
2,3	<b>401XN (I-75 NW Express)</b> from 0.26 mi south of Bells Ferry Road "Underpass" (N. Marietta City Limits) to 0.22 mi North of Hickory Grove Road "Overpass"	N/A	65	New road: NW Express Corridor
3	<b>417 (I-575)</b> from SR 401 (I-75) to Cherokee County Line	65	70	Change from 65 mph to 70 mph (by GDOT)
3	<b>417XL (I-575 NW Express)</b> from SR 401 (I-75) to Cherokee County Line	N/A	65	New road: NW Express Corridor
1	<b>Acworth Due West Road School Zone for Lewis Elementary School</b> from 400 feet south of Mars Hill Church Road /Jim Owens Road to 500 feet north of Mars Hill Church Road /Jim	25	25	Change school zone limits; Extend the length of the school zone with roundabout project at Acworth Due West Rd & Jim Owens Rd
3	<b>Beaver Shop Road</b> from Ebenezer Road to Bryant Lane	30	30	Correct misspelled name of "Beavers" to "Beaver"
3	<b>Beaver Shop Road School Zone for Addison Elementary School</b> from 240 feet east of Boyce Drive to Ebenezer Road	25	25	Establish a school zone on a portion of Beaver Shop Road (intersects Ebenezer Road across from the school bus driveway)
4	<b>Cityview Drive</b> from Riverside Parkway to Six Flags Parkway	35	35	Update with road name change from Six Flags Dr to Cityview Dr
4	<b>Favor Road School Zone for Osborne High School</b> from 230 feet north of Favorwood Drive to 240 feet north of Windy Hill Road	25	25	Update school zone limits to match current signs and flashing beacons
4	<b>Fontaine Road</b> from Floyd Road to East-West Connector	45	45	Combine the two segments of Fontaine Road with the same speed limit into one: Floyd Road to Millen Drive and Millen Drive to East-West Connector.
4	<b>Furr Avenue</b> from Oglesby Road to Austell Powder Spring Road	25	25	Add Furr Avenue to list (Minor Collector)
3	<b>Garrison Road</b> from Powder Springs St to Street Pearl Street	25	25	Add Garrison Road to list (Minor Collector)
2	<b>Hampton Lake Drive</b> from Little Willeo Road to Dead end	25	25	Correct misspelled road name of "Lakes" to "Lake"
4	<b>Heritage Lakes Drive</b> from Brookwood Drive to Dead end	25	25	Correct road name of "Brookwood Road" to "Brookwood Drive"
2	<b>Holt Road School Zone for Wheeler High School</b> from 23 feet north of Monterey Drive 80 feet south of Jacobs Court	25	25	Remove East Cobb Middle School from description of this existing school zone due to relocation of the school to Terrell Mill Road
1	<b>Jim Owens Road School Zone for Lewis Elementary School</b> from 740 feet east of Tamarack Drive to Acworth Due West Road	25	25	Change school zone limits; extend the length of the school zone with roundabout project at Acworth Due West Rd & Jim Owens Rd
2	<b>Log Cabin Drive</b> from Plant Atkinson Road to Beech Haven Trail	35	35	Update the eastern limits from Atlanta Road to Plant Atkinson Road due to prior extension of Plant Atkinson Road
3	<b>Lower Roswell Road School Zone for East Valley Elementary School</b> from 300 feet west of Holt Road to 200 feet east of Rhodes Drive	25	25	Update school zone limits to match relocated signs and flashing beacons from SPLOST project

**Radar Ordinance Changes Summary  
Amendments - List Number 07-2019-1**

3	<b>Lower Roswell Road School Zone for Sedalia Park Elementary School</b> from 80 feet east of Pioneer Trail to 100 feet west of Palmer Oaks Lane	25	25	Update school zone limits to match relocated signs and flashing beacons from SPLOST project
1	<b>Mars Church Hill Road School Zone for Lewis Elementary School</b> from 500 feet east of Acworth Due West Road to Acworth Due West Road	N/A	25	Add school zone with roundabout project at Acworth Due West Rd & Jim Owens Rd
1	<b>Pine Mountain Road</b> from 1200 feet north of Ellis Road to Stilesboro Road	40	40	Update road limits to match existing City Limits
2	<b>Pine Road School Zone for Walton High School</b> from 80 feet north of Bill Murdock Road to 225 feet south of Bill Murdock Road	N/A	25	Add school zone to list to match existing signs and flashing beacons
2	<b>Post Oak Tritt Road School Zone for Hightower Middle School</b> from 120 feet west of Twin Leaf Trail to 265 feet west of Long Grove Drive	25	25	Update school zone limits to match current signs and flashing beacons
2	<b>Powers Ferry Road School Zone for Brumby Elementary School</b>	25	N/A	Remove Powers Ferry Road School Zone due to relocation of the school to Terrell Mill Road
2	<b>Ridge Road</b> from 100 feet east of S.R 280 (South Cobb Drive) to 110 feet west of Glenhurst Drive	35	35	Update road limits to match existing City Limits
4	<b>Riverside Pkwy</b> from Blair Bridge Road to bridge over I-20	40	40	Update with road name change from Six Flags Drive to Riverside Pkwy
3	<b>Sandy Plains Road School Zone for Mountain View Elementary School</b> from 570 feet east of Davis Road to 50 feet west of Berkshire Flat	25	25	Change school zone limits due to school relocation further south along Sandy Plains Rd to Davis Rd
3	<b>Shiloh Road</b> from Bells Ferry Road to 75 feet west of Cherokee Street	40	40	Update road limits to match existing City Limits
3	<b>Shiloh Road</b> from 380 feet east of Cherokee Street to Hickory Grove Road	35	35	Update road limits to match existing City Limits
4	<b>Six Flags Drive</b> from Blair Bridge Road to Riverside Parkway	N/A	N/A	Eliminate Six Flags Dr - name changed to Riverside Pkwy (Riverside Pkwy here changed to Cityview Dr; refer to "Riverside Pkwy" for update)
4	<b>Six Flags Drive</b> from Riverside Parkway to Six Flags Parkway	N/A	N/A	Eliminate Six Flags Dr - name changed to Cityview Dr (refer to "Cityview Dr" for update)
2	<b>Spring Hill Parkway School Zone for Teasley Elementary School</b> from 500 feet south of Spring Hill Road to 380 feet north of Paces Ferry Road	N/A	25	To establish a new school zone along Spring Hill Pkwy due to the creation of a new main school driveway by Cobb County School District
2	<b>Terrell Mill Road School Zone for East Cobb Middle School &amp; Brumby Elementary School</b> from 80 feet North of Timberstone Hollow Court to 480 feet north of Greenwood Trail	N/A	25	To establish a school speed zone along Terrell Mill Road for the two relocated schools to a new site at Greenwood Trail
2	<b>Trickum Road School Zone for Simpson Middle School</b> from 40 ft North of Swanson Court to 0.30 mi. north of Sandy Plains Road	25	25	Updated school zone limits to match current signs and flashers
2	<b>West Atlanta Road School Zone for Fitzhugh Lee Transition Learning Center</b>	25	N/A	Remove West Atlanta Road School Zone due to school closing

The Cobb County Board of Commissioners is hereby requesting that the following roadways be approved for the use of speed detection devices:

**LIST OF ROADWAYS**  
for  
**COBB COUNTY BOARD OF COMMISSIONERS**  
**ON-SYSTEM**

<b>STATE ROUTE</b>	<b>WITHIN THE CITY / TOWN LIMITS OF and/or School Name</b>	<b>FROM</b>	<b>MILE POINT</b>	<b>TO</b>	<b>MILE POINT</b>	<b>LENGTH IN MILES</b>	<b>SPEED LIMIT</b>
3 U.S. 41		Fulton County Line	0.00	Circle 75 Parkway (S. Smyrna City Limits)	1.82	1.82	45
3 U.S. 41		0.30 mi. south of Windy Hill Road (N. Smyrna City Limits)	3.00	0.10 mi. south of Windy Hill Road (S. Marietta City Limits)	3.20	0.20	45
3 U.S. 41		Canton Road "Overpass" (N. Marietta City Limits)	9.60	500 feet north of Bells Ferry Road	10.44	0.84	45
3 U.S. 41		500 feet north of Bells Ferry Road	10.44	0.50 mi. north of Bells Ferry Road (S. Marietta City Limits)	10.84	0.40	55
3 U.S. 41		0.70 mi. north of Bells Ferry Road (N. Marietta City Limits)	11.04	0.10 mi. south of SR 5 Connector / Barrett Parkway	12.29	1.25	55
3 U.S. 41		0.10 mi. south of SR 5 Connector / Barrett Parkway	12.29	100 feet north of SR 5 Connector / Barrett Parkway (S. Kennesaw City Limits)	12.41	0.12	45
3 U.S. 41		SR 92 / Lake Acworth Drive (N. Acworth City Limits)	20.01	Bartow County Line	22.79	2.78	55
5 Austell Road		Perkerson Mill Road (N. Austell City Limits)	2.45	Intersection of SR 280 / South Cobb Drive & Austell Road	9.89	7.44	45
5 *** SCHOOL ZONE ***	<i>South Cobb High School</i>	Clay Road	2.85	0.10 mi. south of Stallion Parkway	3.13	0.28	25
5 *** SCHOOL ZONE ***	<i>Milford Elementary School</i>	Millwood Drive	7.52	Wanda Circle	7.72	0.20	25

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
5 South Cobb Drive		Intersection of Austell Road & SR 280 / South Cobb Drive	9.89	Intersection of Pearl Street & SR 280 / South Cobb Drive	11.11	1.22	45
5 Pearl Street		Intersection of SR 280 / South Cobb Drive & Pearl Street	11.11	Most Northerly Intersection of W. Atlanta Street & Pearl Street (S. Marietta City Limits)	11.45	0.34	35
5		<i>This segment of roadway runs common with SR 401 / I-75 from 0.26 mi. S. of Bells Ferry Road "Underpass" (N. Marietta City Limits) MP 17.45 (Cumulative MP 267.53 on I-75) to SR 417 / I-575 MP 18.23 (Cumulative MP 268.31 on I-75).</i>					
5		<i>This segment of roadway runs common with SR 417 / I-575 from SR 401 / I-75 MP 18.23 (Cumulative MP 0.00 on I-575) to the Cherokee County Line MP 24.45(Cumulative MP 6.22 on I-575).</i>					
5 CONN. Ernest Barrett Parkway		SR 3 / US 41	0.00	SR 401 (I-75) Southbound Bridge	1.34	1.34	45
5 CONN. Ernest Barrett Parkway		SR 401 (I-75) Southbound Bridge	1.34	SR 417 (I-575) Northbound Ramps	2.07	0.73	35
5 SPUR Canton Road Connector		0.10 mi. south of Sandy Plains Road (N. Marietta City Limits)	0.83	Canton Road	1.37	0.54	45
6 U.S. 278		0.20 mi. west of Oglesby Road (E. Powder Springs City Limits)	3.82	1.35 mi. west of SR 6 Spur / Westside Road (W. Austell City Limits)	5.00	1.18	55
8 U.S. 78/278		250 feet east of Davis Drive (E. Austell City Limits)	2.35	Fulton County Line	8.55	6.20	45
8 U.S. 78/278 **** SCHOOL ZONE ****	Harmony Leland Elementary School & Frank P. Lindley Middle School	200 feet east of Lee Road	5.14	180 feet west of Cooks Road	5.76	0.46	25
92		Paulding County Line	0.00	Paulding County Line	2.07	2.07	55
92		<i>This segment of roadway has an exception in Paulding County from MP 2.07 to MP 6.72.</i>					

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
92		Paulding County Line	6.72	SR 3 (U.S. 41) / Cobb Parkway	8.55	1.83	45
92 *** SCHOOL ZONE ***	<i>Allatoona High School</i>	340 feet south of Picketts Ridge Road (Cobb County Portion)	7.01	435 south of Picketts Mill Place (Paulding County Portion)	18.32	0.50	35
92		<i>This segment of roadway runs common with SR 3 / U.S. 41 (Cobb Parkway) from MP 8.55 to MP 10.04.</i>					
92		<i>This segment of roadway has an exception in Cherokee County from MP 13.83 to MP 28.56.</i>					
92		Cherokee County Line	28.56	Fulton County Line	29.61	1.05	45
120		Paulding County Line	0.00	0.10 mi. west of Old Hamilton Road / Casteel Road	3.66	3.66	55
120		0.10 mi. west of Old Hamilton Road / Casteel Road	3.66	300 feet east of Hardage Drive (W. Marietta City Limits)	7.39	3.73	45
120		0.10 east of Greenbriar Pkwy.	15.31	Fulton County Line	22.10	6.79	45
120 *** SCHOOL ZONE ***	<i>Eastside Elementary School</i>	50 feet west of Mt. Bethel Road	18.83	50 feet west of Montague Road	19.12	0.29	25
139		Fulton County Line	0.00	SR 8 (U.S. 78/278) / Bankhead Highway	3.84	3.84	45
139 *** SCHOOL ZONE ***	<i>Imagine International Academy of Mableton</i>	496 feet south of Bonanza Trail	1.34	1097 feet south of Bonanza Trail	1.46	0.12	45
280		Fulton County Line	0.00	SR 407 (I-285) Northbound Ramps (S. Smyrna City Limits)	0.71	0.71	45
280		Pat Mell Road (N. Smyrna City Limits)	6.93	SR 5 / Austell Road	8.18	1.25	45
280		<i>This segment of roadway runs common with SR 5 from Austell Road MP 8.18 to Pearl Street MP 9.40</i>					
280		SR 5 / Pearl Street	9.40	SR 3 (U.S. 41) / Cobb Parkway "Overpass"	12.22	2.82	45
280		SR 3 (U.S. 41) / Cobb Parkway "Overpass"	12.22	0.20 mi. west of Franklin Road (S. Marietta City Limits)	12.79	0.57	55
360		Paulding County Line	0.00	1100 feet east of Villa Rica Road	3.45	3.45	45
360		1100 feet east of Villa Rica Road	3.45	300 feet west of John Ward Road	6.79	3.34	55

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
360		300 feet west of John Ward Road	6.79	200 feet west of Bellemeade Road (W. Marietta City Limits)	9.06	2.27	45
401 (I-75)		Fulton County Line (N. Atlanta City Limits)	257.63	0.15 mi. south of Terrell Mill Road	260.54	2.91	65
401 (I-75)		0.15 mi. south of Terrell Mill Road	260.54	SR 280 / Delk Road (S. Marietta City Limits)	261.54	1.00	65
401XN (I-75)	NW Express Corridor	S.R. 407 (I-285)	263.62	0.26 mi south of Bells Ferry Road "Underpass" (N. Marietta-City Limits)	267.53	3.91	55
401XN (I-75)	NW Express Corridor	0.26 mi. south of Bells Ferry Road "Underpass" (N. Marietta City Limits)	267.53	0.22 mi North of Hickory Grove Rd "Overpass"	275.48	7.95	65
402 (I-20)		Douglas County Line	44.76	Factory Shoals Road "Overpass"	45.97	1.21	70
402 (I-20)		Factory Shoals Road "Overpass"	45.97	Fulton County Line	48.24	2.27	60
** 407 (I-285) **		Fulton County Line (N. Atlanta City Limits)	14.11	Fulton County Line (W. Sandy Springs City Limits)	21.71	7.60	65
417 (I-575)		SR 401 (I-75)	0.00	Cherokee County Line	6.22	6.22	70
417XL (I-575)	NW Express Corridor	SR 401 (I-75)	0.00	Cherokee County Line	6.22	6.22	65

**\*\*State Route 407 (I-285)\*\***

*This segment of roadway will have a maximum speed limit of 65mph, varying from 35mph to 65mph based on roadway conditions, including congestion.*

**\*\*\*SCHOOL ZONES ARE EFFECTIVE\*\*\***

A.M. from 45 minutes prior to commencement time to 15 minutes after commencement time –  
**SCHOOL DAYS ONLY.**

P.M. from 30 minutes prior to dismissal time to 30 minutes after dismissal time –  
**SCHOOL DAYS ONLY.**

**\*\*\*SCHOOL ZONES ARE EFFECTIVE\*\*\***

A.M. from 45 minutes prior to the earliest commencement time  
to 15 minutes after the latest commencement time –  
**SCHOOL DAYS ONLY.**

P.M. from 30 minutes prior to the earliest dismissal time  
to 30 minutes after the latest dismissal time –  
**SCHOOL DAYS ONLY.**

**OFF-SYSTEM**

<b>ROAD NAME</b>	<b>WITHIN THE CITY / TOWN LIMITS OF and/or School Name</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH IN MILES</b>	<b>SPEED LIMIT</b>
Abbey Way		Alder Lane	Westview Drive	0.40	25
Abbots Glen Drive		Abbots Glen Drive	Dead end	0.90	25
Acworth Due West Road		Ragsdale Road	S.R. 3 (Cobb Pkwy.)	1.40	35
Acworth Due West Road		S.R. 3 (Cobb Pkwy.)	Due West Road	4.70	40
Acworth Due West Road *** <b>SCHOOL ZONE</b> ***	<i>Lewis Elementary School</i>	400 feet south of Mars Hill Church Road / Jim Owens Road	500 feet north of Mars Hill Church Road / Jim Owens Road	0.17	25
Acworth Due West Road *** <b>SCHOOL ZONE</b> ***	<i>Due West Elementary School</i>	0.15 mi. north of Burnt Hickory Road	Due West Road	0.12	25
Addison Road		Liberty Hill Road	Sandy Plains Road	1.30	25
Aircraft Drive		Taylor Drive	Atlanta Road	0.30	25
Airport Road		Old 41 Hwy.	Barrett Park Drive	0.60	35
Akers Mill Road		Cumberland Blvd.	Cumberland Blvd.	0.80	35
Akers Mill Road		Cumberland Blvd.	Powers Ferry Road	1.00	35
Alberta Drive		Holly Springs Road	Alberta Lane	0.90	25
Alberta Lane		Timberline Road	Dead end	0.30	25
Al Bishop Drive		Callaway Road	County Services Pkwy.	0.60	35
Alison Jane Drive		Scarlet Trace	Scarlet Trace	0.71	25
Allen Road		S.R. 8 (Veterans Memorial Hwy.)	Ivey Road	0.70	25
Allen Road		Dodgen Road	Dead end	0.30	25
Allgood Road		East Piedmont Road	Scufflegrit Road	1.90	35
Allyn Drive		Loring Road	Jim Owens Road	0.70	25
Allyn Way		Jim Owens Road	Allyn Drive	0.50	25
Alpine Trail		Post Oak Tritt Road	Revere Circle	0.40	25
Amberton Lane		Kingsbridge Pass	Amberton Way	0.55	25
Amy Lane		S.R. 5 (Austell Road)	King Arthur Drive	0.30	25
Anderson Drive		Atlanta Road	Mercer Road	0.25	25
Anderson Farm Road		Powder Springs Road	Flint Hill Road	1.00	35
Anderson Mill Road		Flint Hill Road	Floyd Road	2.60	35
Anderson Mill Road *** <b>SCHOOL</b>	<i>Sanders Elementary School</i>	Tradition Terrace	1000 feet west of Tradition Terrace	0.19	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
<b>ZONE</b> ***					
Angham Road		Powder Springs Dallas Road	Hiram Lithia Springs Road	0.50	40
Angham Road		Hiram Lithia Springs Road	Paulding County Line	0.40	35
Angla Drive		Concord Road	Dead end	0.70	25
Antioch Road		Due West Road	Paulding County Line	1.80	35
Antioch Road *** <b>SCHOOL ZONE</b> ***	<i>Vaughn Elementary School</i>	0.30 mi. north of Nichols Road	0.10 mi. south of Nichols Road	0.40	25
Arapaho Drive		(New Macland Road)	Dead end	0.35	25
Arbor Club Drive		Dead end	Dead end	0.95	25
Argo Road		Camp Highland Road	Lewis Drive	0.50	25
Armor Drive		Antioch Road	Armor Knoll	0.40	25
Arnold Avenue		Bells Ferry Road	Kingswood Drive	0.50	25
Arnold Drive		Brannon Drive	Dead end	0.40	25
Arrowhead Trail		Sandy Plains Road	Kinridge Road	0.41	25
Arthurs Court		Vineyard Way	Dead end	0.25	25
Aruba Drive		John Petree Road	Colorado Drive	0.30	25
Atlanta Country Club Drive		Paper Mill Road	Columns Drive	1.30	25
Atlanta Road		Daniell Drive	South Cobb Drive	2.56	45
Atlanta Road		Ridge Road	Fulton County Line	4.30	45
Audobon Drive		Fairfield Drive	Private property	0.50	25
Austell Circle		S.R. 5 (Austell Road)	S.R. 5 (Austell Road)	0.30	25
Austell Road		S.R. 280 (South Cobb Drive)	Atlanta Road	0.40	35
Austell Powder Springs Road		0.15 mi. south of Old Austell Road (E. Powder Springs City Limits)	Moore Road (N. Austell City Limits)	0.98	45
Austin Drive		North Cooper Lake Road	North Cooper Lake Road	0.60	25
Austin Drive		Godfrey Drive	Linda Lane	0.55	25
Autumn Leaves Lane		Autumn Leaves Court	Autumn Ridge Pkwy.	0.50	25
Autumn View Drive		S.R. 92 (Dallas Acworth Hwy.)	Dead end	0.70	25
Aven Drive		Hyde Road	Dead end	0.30	25
Awtrey Church Road		S.R. 3 (Cobb Pkwy.)	Hilltop Drive	0.93	35
Ayres Road		Floyd Road	Oak Hill Drive	0.40	25
Azalea Circle		Camelia Drive	Camelia Drive	1.00	25
Baccurate Drive		Lassiter Road	Baccurate Way	0.40	25
Baccurate Way		Baccurate Drive	Baccurate Drive	0.60	25
Balley Shannon Drive		Nickajack Road	Castlebar Court	0.30	25
Baker Road		Woodstock Road	Hickory Grove Road	0.75	35
Bakers Farm		Woodland Brook Drive	Dead end	0.35	25
Bankstone Drive		S.R. 360 (Macland Road)	Powder Springs Road	1.25	35
Barber Road		S.R. 5 (Austell Road)	Old Concord Road	0.80	25
Barnes Mill Road		S.R. 120	Wallace Road	2.40	35



ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
		(Roswell Road)			
Barnsdale Drive		Sope Creek Drive	Clearbrook Drive	0.30	25
Barrett Lakes Blvd.		Greers Chapel Road	Chastain Road	3.00	40
Barrett Park Drive		Airport Road	Roberts Blvd.	0.50	35
Barrett Pkwy. (Ernest W. Barrett Pkwy.)		S.R. 417 (I-575)	Bells Ferry Road	1.20	35
Barrett Pkwy. (Ernest W. Barrett Pkwy.) *** <b>SCHOOL ZONE</b> ***	<i>Bells Ferry Elementary School</i>	0.20 mi. west of Bells Ferry Road	Bells Ferry Road	0.20	25
Barrett Pkwy (Ernest W. Barrett Pkwy.)		S.R. 3 (Cobb Pkwy.)	Powder Springs Road	10.46	45
Barrier Road		Marsh Road	Dead end	0.45	25
Bates Road		Floyd Road	Hicks Road	0.50	25
Bay Berry Drive		Pair Road	Burfordi Drive	0.80	25
Bay Island Cay		Baywind Walk	Bay Watch Landing	0.40	25
Bayliss Drive		Sunset Trail	Davidson Road	0.65	25
Bayside Passage		Bayside Drive	Harbor Trail	0.50	25
Beaumont Drive		Stilesboro Road	Dead end	0.80	25
Beaver Creek Crossing		John Petree Rd	Dead end	0.55	25
Beaver Drive		S.R. 8 (Veterans Memorial Hwy.)	Dead end	0.55	25
Beaver Shop Road		Ebenezer Road	Bryant Lane	0.25	30
Beaver Shop Road *** <b>SCHOOL ZONE</b> ***	<i>Addison Elementary School</i>	240 feet east of Boyce Drive	Ebenezer Road	0.12	25
Bedell Road		S.R. 92 (Alabama Road)	Cherokee County Line	0.30	25
Bedford Oaks Drive		Lower Roswell Road	Forest Pond Court	0.65	25
Beech Haven Trail		Cumberland Parkway	Log Cabin Drive	0.25	25
Beechwood Drive		Timberland Drive	Pebble Creek Road	0.80	25
Bell Drive		100 feet north of Spring Road	Afton Way	0.30	25
Bells Ferry Road		S.R. 3 (Cobb Pkwy.)	Cherokee County Line	7.30	45
Bells Ferry Road *** <b>SCHOOL ZONE</b> ***	<i>Bells Ferry Elementary School</i>	0.20 mi. north of Bristol Lane	0.20 mi. north of Bristol Lane	0.53	25
Belmont Avenue		Dixie Avenue	Reed Street	0.50	25
Belmont Circle		Atlanta Street	Cherokee Street	0.30	25
Benbrooke Drive		County Line Road	Dead end	0.40	25
Benbrooke Lane		Dead end	Dead end	0.80	25
Benson Avenue		Pat Mell Road	Mozley Drive	0.40	25
Benson Hurst Drive		Nickajack Road	Dead end	0.70	25
Benson Poole Road		Smyrna Powder Springs	Windy Hill Road	0.60	35

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
		Road			
Bent Creek Drive		Crooked Creek Drive	Dead end	0.40	25
Bentley Road		Delk Road	Terrell Mill Road	0.80	35
Bentwood Drive		Old Canton Road	Dead end	0.50	25
Beverly Drive		Factory Shoals Road	Boggs Road	0.35	25
Beverly Hills Drive		Club Valley Drive	Beverly Hills Drive	0.60	25
Big Shanty Road		Bells Ferry Rd	McCollum Pkwy.	1.79	35
Bill Murdock Road		Pine Road	Casteel Road	1.30	25
Birchwood Lane		Walnut Circle	Birchwood Road	0.30	25
Birchwood Road		Hicks Road	Favor Road	0.60	25
Birchwood Way		Walnut Circle	Walnut Way	0.40	25
Bishop's Green Drive		Bishop Lake Road	Dead end	0.55	25
Bishop Lake Road		S.R. 120 (Roswell Road)	Johnson Ferry Road	1.90	25
Blackberry Lane		Old Canton Road	Dead end	0.50	25
Blackwell Road		Shallowford Road	Canton Road	2.60	35
Blair Bridge Road		South Gordon Road	Douglas County Line	1.70	35
Bloomfield Avenue		Austell Powder Springs Road	Mathis Drive	0.40	25
Blue Springs Road		S.R. 3 (Cobb Pkwy.)	Old 41 Hwy.	0.70	35
Bluff Road		Sawmill Terrace	Dead end	0.25	25
Bob Bettis Road		Newton Road	Caribou Trail	1.10	25
Bob Cox Road		S.R. 120 (Dallas Hwy.)	Burnt Hickory Road	1.60	35
Boggs Road		Pisgah Road	S.R. 139 (Mableton Pkwy.)	0.60	25
Bonanza Trail		S.R. 139 (Mableton Pkwy.)	Stroud Drive	0.30	25
Booth Road		S.R. 360 (Powder Springs Road)	Sandtown Road	0.80	30
Boulevard Hills Road		Paces Ferry Road	Dead end	0.50	25
Boxwood Drive		Dead end	Dead end	0.30	25
Boxwood Trace		Dead end	Dead end	0.80	25
Boyd Road		Canton Road	New Kemp Road	0.30	25
Bozeman Lake Road		Club Drive	Shiloh Road	0.60	25
Brackett Road		Canton Road	Glendale Drive	0.60	25
Branch View Drive		Meadow View Drive	Donald Drive	0.75	25
Brand Road		Gaydon Road	Old Lost Mountain Road	0.30	35
Brandy Station Drive		Woodland Brook Drive	Dead end	0.40	25
Brannon Drive		Austell Road	Gherry Drive	0.35	25
Brantley Drive		Dead end	Dead end	0.70	25
Braswell Road		Sewell Mill Road	Promontory Drive	0.50	25
Breconridge Drive		Dead end	Dead end	0.40	25
Breezy Drive		Old Dallas Road	Mountain Breeze Road	0.45	25
Brentwood Drive		Whispering Pines Road	Wood Valley Road	0.30	25
Brett Circle		Cheri Lynn Road	Cheri Lynn Road	0.70	25
Bridgemont Place		S.R. 92 (Dallas Acworth Hwy.)	Dead end	0.30	25
Brinkley Road		Old Dallas Road	Antioch Road	0.90	35
Brittany Chase		Stilesboro Road	Dead end	0.40	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Brookcliff Drive		Old Canton Road	Brookcliff Drive	1.15	25
Brookcrest Drive		Old Sewell Road	Gant Quarters Circle	0.40	25
Brookhill Circle		Dead end	Dead end	0.60	25
Brookside Drive		Roberts Drive	Brookside Drive	0.80	25
Brookstone Drive		Mars Hill Road	Burnt Hickory Road	1.30	25
Brookstone Walk		Brookstone Drive	Dead end	1.50	25
Brookview Drive		Birchfield Drive	Crossgate Drive	1.10	25
Brookview Drive		Orchard Run	Orchard Knob Drive	0.80	25
Brookview Road		Terrell Mill Road	Pebble Creek Road	0.80	25
Brookwood Drive		S.R. 5 (Austell Road)	Center Street	2.60	35
Brown Road		Stout Pkwy.	Hiram Lithia Springs Road	1.80	40
Brown Store Road		Mars Hill Road	Due West Road	0.45	35
Brownsville Road		Hiram Lithia Springs Road	Paulding County Line	2.58	45
Brownwood Drive		Brown Road	Brown Road	0.90	25
Bryant Lane		Sandy Plains Road	Shallowford Road	1.40	35
Buckner Road		S.R. 8 (Veterans Memorial Hwy.)	Oakdale Road	2.40	35
Buckner Road *** SCHOOL ZONE ***	<i>Barnes Education Center</i>	500 feet east of Pebblebrook Road	0.15 mi. west of Pebblebrook Circle	0.50	25
Bullard Road		Florence Road	Villa Rica Road	3.00	35
Bullard Road *** SCHOOL ZONE ***	<i>Hillgrove High School</i>	325 feet west of Villa Rica Road	725 east of Tamarack Lakes Drive	0.38	25
Burke Street		Olive Springs Road	Dead end	0.30	25
Burnt Hickory Road		bridge over Noses Creek	Anderson Road	1.50	35
Burnt Hickory Road		Anderson Road	Due West Road	3.30	40
Burnt Hickory		Acworth Due West Road	Paulding County Line	5.10	40
Burnt Hickory Road *** SCHOOL ZONE ***	<i>Due West Elementary School</i>	0.15 mi. south of Pinewood Drive	Acworth Due West Road	0.20	25
Burnt Hickory Road		Brownsville Road	Stout Pkwy.	0.39	40
Busbee Drive		Busbee Pkwy.	Busbee Pkwy.	0.85	35
Busbee Pkwy. (George Busbee Pkwy.)		Barrett Pkwy.	bridge over Noonday Creek	0.60	35
Busbee Pkwy. (George Busbee Pkwy.)		bridge over Noonday Creek	Chastain Road	1.10	45
Busbee Pkwy. (George Busbee Pkwy.)		Chastain Road	Wade Green Rd	2.15	35
Butterfield Drive		Acworth Due West Road	Dead end	0.40	25
Cajun Drive		Piedmont Road	Goodrum Lane	0.70	25
Callaway Road		S.R. 360 (Powder Springs Road)	S.R. 5 (Austell Road)	2.50	45
Calumet Drive		Acworth Due West Road	Dead end	0.40	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Camden Lake Pkwy.		Mars Hill Road	Kings Tree Pass	1.10	25
Campus Loop Road		Big Shanty Road	Frey Lake Road	0.81	30
Cannon Way		Mount Calvary Road	Dead end	0.70	25
Canton Road		Sandy Plains Road	Cherokee County Line	5.80	45
Canton Road *** SCHOOL ZONE ***	<i>Blackwell Elementary School</i>	1000 feet south of Blackwell Circle	1000 feet north of Blackwell Circle	0.40	25
Cantrell Road		New McEver Road	Dead end	0.48	25
Cardell Road		South Gordon Road	Old Alabama Road	0.90	35
Carlouetta Road		Vernon Drive	Dead end	0.41	25
Carolina Road		Cunningham Road	Massachusetts Avenue	0.25	25
Carruth Drive		S.R. 280 (South Cobb Drive)	Atlanta Road	0.50	25
Carter Road		Powder Springs Road	Dead end	0.70	25
Cason Drive		Mark Avenue	Kurtz Road	0.39	25
Casteel Road		S.R. 120 (Dallas Hwy.)	Villa Rica Road	2.70	35
Casteel Road *** SCHOOL ZONE ***	<i>Still Elementary School</i>	0.35 mi. north of Lavilla Drive	0.20 mi. south of Townsend Place	0.30	25
Casteel Road **** SCHOOL ZONE ****	<i>Hillgrove High School &amp; Lovinggood Middle School</i>	280 feet north of Villa Rica Road	400 feet north of Luther Ward Road	0.35	25
Casteel Road		Bill Murdock Road	Murdock Road	1.30	35
Castleaire Drive		Dana Drive	Shalloway Drive	0.80	25
Castle Lane		Post Oak Tritt Road	Dead end	0.30	25
Catalina Drive		Ebenezer Road	Dead end	0.75	25
Cedar Crest Road		S.R. 3 (Cobb Pkwy.)	Paulding County Line	1.00	35
Cedar Fork Trail		Holly Springs Road	Dead end	0.40	25
Center Street		Old Floyd Road	Brookwood Drive	0.90	25
Chadds Crossing		Chadds Walk	Dead end	0.30	25
Chadds Lake Drive		S.R. 120 (Roswell Road)	Dead end	0.25	25
Chadds Walk		Johnson Ferry Road	Dead end	0.40	25
Chancellors Drive		Dead end	Dead end	0.28	25
Channel Park		Major Loring Way	Dead end	0.65	25
Chanson Drive		Friendship Church Road	Dead end	0.60	25
Chapman Drive		Scott Drive	Rockbridge Road	0.70	25
Charing Cross Drive		Dead end	Dead end	0.40	25
Charlemagne Way		Chanson Drive	Dead end	0.25	25
Chasebrook Drive		Mars Hill Road	Chaseway Circle	0.30	25
Chastain Corner		Canton Road	New Chastain Road	0.30	35
Chastain Lakes Drive		Chastain Road	Dead end	0.30	25
Chastain Meadows Pkwy.		Chastain Road	Barrett Pkwy.	1.60	45
Chastain Road		Bells Ferry Road	McCollum Pkwy.	2.75	45

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Chauncey Lane		Powder Springs Road	Dead end	0.50	25
Cheatham Hill Road		S.R. 360 (Powder Springs Road)	John Ward Road	1.00	45
Cheatham Lake Drive		Cheatham Road	Dead end	0.70	25
Cheatham Road		S.R. 92 (Dallas Acworth Hwy.)	Paulding County Line	2.40	35
Chelsea Lane		Johnson Ferry Road	Dead end	0.30	25
Cherbourg Way		Hembree Road	Dead end	0.60	25
Cheri Lynn Road		Mars Hill Church Road	Dead end	0.50	25
Cherry Lane		Muirwood Place	Hiram Lithia Springs Road	0.45	25
Cherrywood Lane		Windy Hill Road	Birchwood Road	0.40	25
Chestnut Creek Drive		Davis Road	Dead end	0.30	25
Chestnut Grove Drive		Ewing Road	Sanders Road	0.25	25
Chestnut Lake Drive		Woodlawn Drive	Hampton Woods Drive	0.80	25
Chestnut Springs Trail		Holly Springs Road	Woodthrush Drive	0.30	25
Childers Road		Shallowford Road	Fulton County Line	1.20	35
Chimney Springs Drive		Bishop Lake Road	Bishop Lake Road	2.40	25
Chimney Swift Circle		Barn Swallow Place	Pine Warbler Way	0.45	25
Chisholm Trail		Pair Road	Dead end	0.50	25
Chondra Drive		Wynn Drive	Dead end	0.40	25
Christophers Court		Salem Drive	Dead end	0.25	25
Church Road		S.R. 280 (South Cobb Drive)	Plant Atkinson Road	0.70	35
Church Road		Harris Road	250 feet east of Old Concord Road	1.70	35
Church Road *** <b>SCHOOL ZONE</b> ***	<i>Norton Park Elementary School</i>	Foxwood Trail	Norton Circle	0.20	25
Church Street		S.R. 8 (Veterans Memorial Hwy.)	Clay Road	0.50	25
Circle 75 Pkwy.		Windy Hill Road	Windy Ridge Pkwy.	0.80	35
Circle 75 Pkwy.		Windy Ridge Pkwy.	S.R. 3 (Cobb Pkwy.)	0.70	30
Cityview Drive		Riverside Pkwy	Six Flags Pkwy	0.70	35
Clare Cottage Trace		Hurt Road	Dead end	0.40	25
Clary Lakes Drive		Dead end	Dead end	0.50	25
Clay Drive		S.R. 360 (Macland Road)	Dead end	0.50	25
Clay Drive		Atlanta Road	Walthill Avenue	0.47	25
Clay Road		Austell Powder Springs Road	Floyd Road	5.10	45
Clay Road *** <b>SCHOOL ZONE</b> ***	<i>South Cobb High School</i>	400 feet west of Linda Vista Drive	400 feet east of S.R. 5 (Austell Road)	0.20	25
Clearbrook Drive		Old Canton Road	Robinson Road	0.50	25
Clearwater Drive		Freywood Drive	Little Road	0.70	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Clinton Drive		Ardsley Drive	Carlyle Drive	0.40	25
Clipper Bay Drive		Gate Post Lane	Dead end	0.50	25
Club Drive		McCollum Pkwy.	Shiloh Trail	0.70	25
Clubland Drive		Indian Hills Pkwy.	Indian Hills Pkwy.	2.10	25
Club Valley Drive		Holt Road	Holt Road	0.40	25
Cobb Galleria Pkwy.		Akers Mill Road	Cumberland Blvd.	0.55	35
Cobb Place Blvd.		Barrett Pkwy. (east intersection)	Barrett Lakes Blvd.	0.45	35
Cobb Place Blvd.		Barrett Lakes Blvd.	Barrett Pkwy. (west intersection)	1.15	40
Cochise Drive		Paces Ferry Road	Paces Ferry Road	1.10	25
Cochran Lake Road		Fricks Road	Dead end	0.40	25
Cochran Road		S.R. 5 (Austell Road)	Pine Street	0.70	25
Columns Drive		Johnson Ferry Road	0.95 mi. south of Johnson Ferry Road	0.95	30
Columns Drive		0.95 mi. south of Johnson Ferry Road	Dead end	1.57	25
Concord Road		Floyd Road	100 feet west of Mosswood Lane	2.00	35
Connecticut Road		Cunningham Road	Maryland Avenue	0.30	25
Cook Road		Brinkley Road	Holland Road	0.40	35
Cooper Lake Drive		Cooper Lake Road	Atlanta Road	0.90	35
Cooper Lake Road		S.R. 8 (Veterans Memorial Hwy.)	Dead end	5.50	35
Cooper Lake Road *** SCHOOL ZONE ***	<i>Nickajack Elementary School</i>	Berry Hill Court	200 feet east of Beachview Drive	0.15	25
Corner Road		S.R. 360 (Macland Road)	Lost Mountain Road	2.30	35
Corner Road *** SCHOOL ZONE ***	<i>Hayden E. Kemp Elementary School</i>	85 feet west of Lost Mountain Road	0.22 mi. south of Pickens Road	0.41	25
Cottonwood Drive		Bells Ferry Road	Piedmont Road	0.60	25
Country Creek Drive		Stonewall Drive	Dead end	0.50	25
Country Lake Drive		John Petree Road	Dead end	0.30	25
County Line Road		Due West Road	(Mars Hill Road)	4.30	35
County Services Pkwy.		S.R. 360 (Powder Springs Road)	S.R. 5 (Austell Road)	1.70	35
Coventry Drive		Canton Road	Westminster Way	0.40	25
Coventry Point		Cardell Road	Dead end	0.45	25
Covered Bridge Road		Concord Road	South Hurt Road	0.90	30
Cove Way		Cove Drive	Cove Island Drive	0.35	25
Cranfill Road		Old Concord Road	Dead end	0.50	25
Creek Hollow Drive		Sandy Plains Road	Dead end	0.50	25
Creek Park Drive		Hembree Road	Wendwood Drive	0.35	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Creek Stone Way		Clubland Drive	Dead end	0.30	25
Creekwood Crossing		Frey Lake Road	Shiloh Trail East	0.90	25
Creekwood Drive		Robinson Road	Indian Hills Drive	0.40	25
Crest Knoll Drive		Shane Drive	Eason Way	0.41	25
Crestbrook Drive		Glore Road	Dead end	0.25	25
Creveis Road		South Gordon Road	Dillon Road	0.75	30
Crockett Drive		Jo Ann Drive	Dead end	0.50	25
Crooked Creek Road		S.R. 3 (Cobb Pkwy.)	Dead end	0.50	25
Cumberland Blvd.		I-285 bridge	Akers Mill Road	2.00	35
Cumberland Club Road		Powder Springs Road	Glynn Oaks Circle	0.50	25
Cumberland Pkwy.		SR 280 (South Cobb Drive)	Atlanta Road	0.60	45
Cumberland Pkwy.		Atlanta Road	Cumberland Blvd.	3.00	35
Cunningham Road		S.R. 360 (Powder Springs Road)	S.R. 5 (Austell Road)	1.70	35
Daniell Drive		Atlanta Road	Harold Avenue	0.35	25
Davenport Circle		Pickens Road	Pickens Road	0.50	25
Davidson Road		Lower Roswell Road	Riveredge Court	0.30	30
Davis Road		Sandy Plains Road	Shallowford Road	1.90	35
Day Lily Way		Dead end	Dead end	0.25	25
Dayron Circle		East Piedmont Road	Dead end	0.80	25
Debbie Drive		Seayes Road	Lucinda Place	0.30	25
Deborah Drive		Cajun Drive	Fraser Road	0.50	25
Deen Road		Lake Drive	Oakwoods Drive	0.70	35
Delk Road		Bentley Road	Terrell Mill Road	0.75	45
Delphinium Blvd.		Bells Ferry Road	Dead end	0.60	25
Denards Mill		Sibley Forest	Birds Mill	0.50	25
Dennis Kemp Lane		Mars Hill Road	Stilesboro Road	0.30	30
Derwent Drive		Mabry Road	Halifax Terrace	0.35	25
Devonshire Drive		Hawkins Store Road	Kensington Drive	0.65	25
Devore Drive		Tiffany Drive	Hencley Circle	0.50	25
Dickerson Drive		Oakdale Road	River View Road	0.35	25
Dickson Road		Canton Road	Bells Ferry Road	1.20	30
Dillard Drive		Heck Road	Heck Road	0.60	25
Dillon Road		South Gordon Road	Pisgah Road	0.80	25
Discovery Blvd.		S.R. 139 (Mableton Pkwy.)	S.R. 8 (Veterans Memorial Hwy.)	1.90	40
Dixie Avenue		Park Drive	Main Street	0.46	25
Dixie Avenue		Main Street	George McMillan Drive	0.25	30
Dobbs Crossing		Woodlawn Pkwy.	Dobbs Crossing	0.40	25
Dodgen Road		S.R. 8 (Veterans Memorial Hwy.)	S.R. 139 (Mableton Pkwy.)	1.50	35
Dodgen Road *** SCHOOL ZONE ***	Harmony Leland Elementary School	S.R. 8 (Veterans Memorial Hwy.)	Virgil Street	0.30	25
Doubletree Drive		Braeburn Drive	Sandy Hook Court	0.45	25
Dover Street		Canton Road	Dover Street	1.00	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Downing Street		Chartwell Drive	Dead end	0.50	25
Drennon Avenue		S.R. 5 (Austell Road)	Lenoa Lane	0.40	25
Due West Road		Paulding County Line	Mars Hill Road	1.90	40
Due West Road		(Mars Hill Road)	S.R. 120 (Dallas Hwy.)	4.00	45
Due West Road *** <b>SCHOOL ZONE</b> ***	<i>Due West Elementary School</i>	0.25 mi. west of Acworth Due West Road	0.15 mi. south of Acworth Due West Road	0.30	25
Due West Road *** <b>SCHOOL ZONE</b> ***	<i>Harrison High School</i>	0.30 mi. west of Midway Road	0.25 mi. east of Lost Creek Drive	0.40	25
Duncan Road		Chastain Road	Barrett Lakes Blvd.	0.85	35
Dunn Road		Old Powder Springs Road	Old Alabama Road	0.40	25
Dunn Street		175 feet south of Legion Drive	Daniell Drive	0.40	25
Durrell Street		Dead end	Dead end	0.70	25
Duxbury Lane		Dead end	Dead end	0.45	25
East Brandon Drive		Stockton Drive	Brandon Ridge Drive	0.40	25
East Callaway Road		S.R. 5 (Austell Road)	Hicks Road	0.50	30
East Piedmont Road		S.R. 120 (Roswell Road)	Sandy Plains Road	3.30	45
East-West Connector		Powder Springs Road	500 feet west of Cooper Lake Road	6.40	45
Ebenezer Road		Canton Road	Sandy Plains Road	3.40	35
Ebenezer Road *** <b>SCHOOL ZONE</b> ***	<i>Addison Elementary School</i>	0.15 mi. south of Shadowood Drive	0.10 mi. north of Sandy Plains Road	0.30	25
Echo Mill Court		Echo Mill Drive	Echo Mill Drive	0.55	25
Echo Mill Drive		Corner Road	Dead end	0.55	25
Edgemere Lake Circle		Oak Lane	Edgemere Circle	0.40	25
Edenberry Lane		Trilleck Drive	Dead end	0.40	25
Edgewater Drive		Shiloh Road	Dead end	0.50	25
Elizabeth Lane		Factory Shoals Road	Beverly Drive	0.25	25
Elliot Road		S.R. 6 (U.S. 278)	Florence Road	1.10	35
Ellis Road		Mack Dobbs Road	Confederate Trail	0.65	35
Elmhurst Blvd.		Pine Mountain Road	Dead end	0.80	25
Emory Drive		Ethan Drive	Dead end	0.25	25
Emory Lane		Holt Road	Springs End Lane	0.60	25
Ethan Drive		Emory Drive	Hembree Lane	0.35	25
Eulah Drive		Trickum Road	Keheley Drive	0.60	25
Ewing Road		Anderson Farm Road	Clay Road	1.60	35
Ewing Road ***	<i>Cooper Middle School</i>	1020 feet north of Clay Road	3230 feet north of Clay Road	0.42	25



ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
<b>SCHOOL ZONE</b> ***					
Factory Shoals Road		S.R. 139 (Mableton Pkwy.)	Douglas County Line	3.50	40
Factory Shoals Road *** <b>SCHOOL ZONE</b> ***	<i>Bryant Elementary School</i>	150 feet north of South Gordon Road	200 feet south of West Starling Drive	0.20	25
Fairfax Place		Westridge Lane	Tifton Court	0.30	25
Fairfield Drive		Lower Roswell Road	Indian Hills Pkwy.	1.30	25
Fairfield Drive		West Sandtown Road	Altony Drive	0.40	25
Fairwood Drive		Mars Hill Road	Due West Road	1.10	25
Falcon Shores Court		North Shores Road	Dead end	0.40	25
Falcon Woods Drive		Condor Drive	Dead end	0.80	25
Farmbrook Trail		Dead end	Dead end	0.55	25
Farm Place Drive		Old Farm Road	Farmdale Way	0.50	25
Farm Ridge Drive		Canton Road	Cherokee County Line	0.45	25
Farm Valley Drive		Shallowford Road	Farm Ridge Drive	0.55	25
Favor Road		S.R. 5 (Austell Road)	Smyrna Powder Springs Road	1.70	35
Favor Road *** <b>SCHOOL ZONE</b> ***	<i>Osborne High School</i>	230 feet north of Favorwood Drive	240 feet north of Windy Hill Road	0.40	25
Felton Lane		S.R. 139 (Mableton Pkwy.)	Hillcrest Drive	0.40	35
Fern Street		Powers Ferry Road	Smithstone Drive	0.50	25
Fern Valley Drive		Bay Berry Drive	Green Hill Drive	1.05	25
Finch Road		Powder Springs Dallas Road	Hill Road	1.20	35
Fisher Drive		Hicks Road	Donald Road	0.50	25
Flint Hill Road		Powder Springs Road	Perkerson Mill Road	3.10	35
Florence Road		500 feet north of Shipp Road	S.R. 360 (Macland Road)	1.60	35
Floyd Road		S.R. 5 (Austell Road)	S.R. 8 (Veterans Memorial Hwy.)	3.60	40
Floyd Road *** <b>SCHOOL ZONE</b> ***	<i>Floyd Middle School</i>	450 feet south of Hicks Road	400 feet north of Nickajack Road	0.30	25
Floyd Street		Old Concord Road	Hall Drive	0.30	25
Fontaine Road		Floyd Road	East-West Connector	2.80	45
Fords Road		Mars Hill Road	County Line Road	1.00	35
Forest Brook Pkwy.		Lower Roswell Road	Tally Green Drive	1.00	25
Forest Glen Drive		Forest Way	Dead end	0.35	25
Forest Ridge Drive		Powers Ferry Road	Dead end	0.70	25
Forest Way		Jamerson Road	Dead end	0.80	25
Foxcroft Trail		Haverford Lane	Leafwood Drive	0.50	25
Foxfire Drive		South Hurt Road	Dead end	0.80	25
Fox Hills Drive		Shadowlawn Road	Fox Hills Drive	0.75	25
Fox Hollow Pkwy.		Robinson Road	Robinson Road	0.70	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Frank Kirk Road		Burnt Hickory Road	Kennesaw Due West Road	0.90	35
Frank Lane		Pat Mell Road	Waldrep Circle	0.40	25
Freeman Road		Johnson Ferry Road	Dead end	0.40	25
Frey Lake Road		Campus Loop Road	Club Drive	0.45	25
Frey Road		Shiloh Road	Chastain Road	1.30	45
Friendship Church Road		S.R. 120 (Dallas Hwy.)	West Sandtown Road	3.60	35
Furr Avenue		Oglesby Road	Austell Powder Spring Road	0.18	25
Gaillardia Way		Dead end	Dead end	0.40	25
Garner Road		S.R. 8 (Veterans Memorial Hwy.)	Hilltop Circle	0.80	25
Garrett Road		Hiram Lithia Springs Road	Westside Road	0.80	35
Garrison Road		Powder Spring Street	Pearl Street	0.48	25
Gate Post Lane		Corner Road	Amity Drive	0.55	25
Gaydon Road		Florence Road	New Macland Road	2.10	35
Gaydon Road *** SCHOOL ZONE ***	Varner Elementary School	0.15 mi. west of Old Lost Mountain Road	100 feet east of Greenes Lane	0.30	25
Gaydon Road *** SCHOOL ZONE ***	McEachern High School	New Macland Road	0.25 mi. west of New Macland Road	0.25	25
George McMillan Road		George McMillan Drive	Richardson Road (Naval Air Station gates)	0.44	30
Georgia Avenue		Cunningham Road	Delaware Avenue	0.30	25
Geraldine Drive		Angla Drive	Dead end	0.50	25
Gettysburg Trail		Shallowford Road	Dead end	0.50	25
Gherry Drive		Dead end	Dead end	0.65	25
Giles Road		Mars Hill Road	Stilesboro Lane	0.70	35
Gilmore Road		Atlanta Road	Cumberland Pkwy.	0.45	25
Glenforest Drive		Mabry Road	Dead end	0.60	25
Glenn Road		New Macland Road	Old Villa Rica Road	0.40	30
Glenaire Way		Sugar Maple Drive	Dead end	0.70	25
Glenridge Drive		East Piedmont Road	Dead end	0.30	25
Glore Road		Floyd Road	Clay Road	1.20	30
Glynn Oaks Drive		Greenridge Drive	Dead end	0.55	25
Gober Avenue		Pat Mell Road	Mozley Drive	0.30	25
Goodrum Lane		Cajun Drive	Kurtz Drive	0.30	25
Gordon Combs Road		Burnt Hickory Road	Kennesaw Due West Road	1.35	35
Gordon Combs Road *** SCHOOL ZONE ***	Pine Mountain Middle School	Kennesaw Due West Road	600 feet south of Kennesaw Due West Road	0.11	25
Gordy Pkwy.		Shallowford Road	Sandy Plains Road	1.15	35
Govanett Road		Bullard Road	Harmony Road	0.30	25
Grace Street		Daniel Street	Dead end	0.25	25
Grand Oaks Drive		Acworth Due West Road	Dead end	0.45	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Gray Road		Smyrna Powder Springs Road	Church Road	0.75	35
Gray Road *** SCHOOL ZONE ***	Norton Park Elementary School	Church Road	100 feet south of Sandy Lane	0.30	25
Greenfield Drive		Dead end	Dead end	1.00	25
Green Hill Drive		Powder Springs Road	Tiffany Drive	0.50	25
Greenwood Trail		Terrell Mill Road	Foxcroft Trail	0.30	25
Greers Chapel Road		Barrett Pkwy.	Ridenour Road	0.85	35
Gregory Manor Circle		South Hurt Road	Gregory Manor Drive	0.30	25
Gregory Manor Drive		South Hurt Road	Dead end	0.45	25
Gresham Road		S.R. 139 (Mableton Pkwy.)	Garner Road	0.50	25
Groover Road		Braswell Road	Allgood Road	0.80	25
Gunby Road		Birds Mill	Sibley Forest	0.60	25
Gus Robinson Road		S.R. 360 (Macland Road)	Gus Robinson Road	1.34	30
Habersham Drive		John Ward Road	Dead end	0.60	25
Hadaway Road		Due West Road	Acworth Due West Road	3.10	40
Hadley Farm Drive		Ebenezer Road	Old Farm Walk	0.35	25
Halisport Lake Drive		Paul Samuel Road	Dead end	0.75	25
Hall Drive		Floyd Drive	Dead end	0.60	25
Hamby Place		Hamby Road	Dead end	0.50	25
Hamby Road		Hickory Grove Road	Cherokee County Line	1.50	35
Hamilton Road		Kennesaw Due West Road	Paul Samuel Road	1.50	30
Hampton Farms Drive		Johnson Ferry Road	Grammercy Drive	0.60	25
Hampton Lake Drive		Little Willeo Road	Dead end	0.85	25
Hannah Place		Gus Robinson Road	Dead end	0.50	25
Harbormist Drive		Dead End (190 feet west of Hatchery Way)	Dead End (557 feet west of Beacon Cove Ln)	0.72	25
Hardee Drive		Dead end	Dead end	0.50	25
Harold Avenue		Pat Mell Road	Mozley Drive	0.30	25
Harold Dean Drive		Shaw Road	Oak Springs Drive	0.60	25
Harris Road		Smyrna Powder Springs Road	Hurt Road	1.00	35
Harris Street		S.R. 8 (Veterans Memorial Hwy.)	Dead end	0.50	25
Hartley Woods Drive		Hartley Woods Entrance	Hartley Woods Entrance	1.00	25
Hartman Road		Riverside Pkwy.	Factory Shoals Road	1.62	40
Hascall Drive		John Ward Road	Dead end	0.40	25
Hasty Road		Sandy Plains Road	Starlight Drive	0.50	25
Haven Crest Drive		Echo Mill Drive	Echo Mill Drive	0.40	25
Haverford Lane		Terrell Mill Road	Grove Pkwy.	0.40	25
Haverhill Drive		Bishop Lake Road	Newell Drive	0.25	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Hawk Drive		Hawk Trail	Hawk Trace	0.25	25
Hawkins Store Road		Canton Road	Bells Ferry Road	1.90	40
Hearthstone Circle		Chimney Springs Drive	Chimney Springs Drive	0.63	25
Heath Lane		Meadow Chase Drive	Liberty Lane	0.30	25
Heck Road		Bells Ferry Road	Dead end	1.00	25
Hedge Brooke Drive		Mclain Road	Brookstone Drive	1.10	25
Hedgerow Drive		Stoneridge Drive	Dead end	0.40	25
Helga Way		Dead end	Dead end	0.40	25
Hembree Road		Lassiter Road	Post Oak Tritt Road	2.00	35
Hembree Road *** <b>SCHOOL ZONE</b> ***	<i>Pope High School</i>	400 feet south of Liberty Ridge Trail	385 feet north of Weymouth Drive	0.47	25
Heritage Glen Drive		Roswell Road	Cul-de-sac	0.25	25
Heritage Lakes Drive		Brookwood Drive	Dead end	0.50	25
Heritage Trace Drive		S.R. 120 (Roswell Road)	Dead end	0.80	25
Hermitage Drive		Mars Hill Road	Dead end	0.90	25
Herodian Way		Herodian Circle (east intersection)	Circle 75 Pkwy.	0.60	35
Herren Drive		Hurt Road	Terrace Drive	0.40	25
Herren Drive		Foxfire Drive	Dead end	0.45	25
Hickory Bluff Drive		Dry Creek Road	Sawmill Terrace	0.50	25
Hickory Crest Drive		Burnt Hickory Road	Kennesaw Due West Road	0.70	25
Hickory Grove Drive		Hickory Grove Road	Dead end	0.35	25
Hickory Grove Road		Wade Green Road	New McEver Road	2.77	35
Hickory View Court		Kennesaw Due West Road	Dead end	0.35	25
Hicks Road		S.R. 5 (Austell Road)	Floyd Road	3.60	45
Hidden Forest Court		Big Shanty Road	Hidden Forest Court	0.70	25
Highborne Drive		Wigley Road	Dead end	1.25	25
Highview Drive		Allen Road	Clydesdale Lane	0.60	25
Hillcrest Drive		Six Flags Pkwy.	South Gordon Road	1.40	35
Hill Forest Trail		Hill Road	Dead end	0.80	25
Hill Road		Mars Hill Road	Dead end	1.30	30
Hill Road		Brownsville Road	Brownsville Road	3.00	35
Hiram Lithia Springs Road		Angham Road	Douglas County Line	5.80	40
Hiram Powder Springs Road		Hill Road	Paulding County Line	0.30	35
Hiram Road		Moon Road	Florence Road	1.00	35
Hitchcock Mill Run		Princeton Mill Run	Dead end	0.50	25
Hogan Drive		Allyn Drive	Dead end	0.70	25
Holland Road		S.R. 120 (Dallas Hwy.)	Due West Road	2.80	35
Holliglen Drive		Pebble Hill Drive	Dead end	0.50	25
Holloman Road		Hiram Lithia Springs Road	Stout Pkwy.	1.80	40
Holly Mill Run		Murdock Road	Dead end	1.15	25
Holly Springs Road		Sewell Mill Road	Sandy Plains Road	3.60	35
Holt Road		Lower Roswell Road	Robinson Road	1.90	35

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Holt Road **** SCHOOL ZONE ****	Wheeler High School	23 feet north of Monterey Drive	80 feet south of Jacobs Court	0.28	25
Homewood Drive		Hopkins Road	Dead end	0.25	25
Hood Road		S.R. 120 (Roswell Road)	Robinson Road	0.30	35
Hopkins Road		S.R. 360 (Macland Road)	Macedonia Road	1.70	35
Horseshoe Bend Road		Powder Springs Road	Powder Springs Road	1.90	25
Howard Drive		Brownsville Road	Suggs Street	0.50	25
Howard Drive		Loring Road	Allyn Way	0.30	25
Howell Farms Drive		Hickory Grove Road	Dead end	0.80	25
Hubert Drive		Hiram Lithia Springs Road	Sammy Drive	0.35	25
Humphries Hill Road		Hiram Lithia Springs Road	Jackie Lane	0.70	35
Hunnicut Road		S.R. 139 (Mableton Pkwy.)	S.R. 139 (Mableton Pkwy)	1.20	30
Hunterdon Way		West Somerset Court	Somerset Lane	0.80	25
Hunter Road		Old Lost Mountain Road	Dead end	0.30	25
Hunters Ridge		Riverhill Road	Hampton Farms Drive	0.40	25
Huntingford Drive		Timber Ridge Road	Willeo Point Pkwy.	0.75	25
Huntridge Drive		Mabry Road	Dead end	0.30	25
Hurt Drive		Hurt Road	Landrum Drive	0.70	25
Hurt Road		Powder Springs Road	Concord Rd	6.60	35
Hyatt Drive		Mars Hill Road	Dead end	0.25	25
Independence Way		Liberty Lane	Providence Road	0.45	25
Indian Hills Drive		Ridge Water Drive	Old Canton Road	1.20	25
Indian Hills Pkwy.		S.R. 120 (Roswell Road)	Lower Roswell Road	1.10	30
Indian Hills Pkwy. *** SCHOOL ZONE ***	Eastside Elementary School	150 feet north of Clubland Drive	S.R. 120 (Roswell Road)	0.20	25
Indian Springs Drive		Mulkey Road	Dead end	0.30	25
Indian Town Road		Pete Shaw Road	Dead end	0.40	25
Inlet Road		Shallowford Road	Jamerson Forest Pkwy.	0.70	25
Interlaken Drive		Post Oak Tritt Road	Freeman Road	0.60	25
Interstate North Circle		Interstate North Pkwy.	Interstate North Pkwy.	0.55	30
Interstate North Pkwy.		Windy Hill Road	Fulton County Line	2.30	35
Interstate North Pkwy. West		Interstate North Pkwy.	Windy Hill Road	0.30	35
Irwin Road		Villa Rica Road	John Ward Road	1.10	35
Irwin Road *** SCHOOL ZONE ***	Ceatham Hill Elementary School	0.15 mi. west of Tammeron Trace	John Ward Road	0.26	25
Ivey Road		Allen Road	Queen Mill Road	0.60	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Ivey Road		Mars Hill Road	Dead end	0.40	25
Ivy Log Drive		Oak Ridge Road	Blair Bridge Road	1.50	25
Ivy Pointe Drive		Oak Ridge Road	Ivy Log Drive	0.25	25
Jamerson Forest Pkwy.		Jamerson Road	Jamerson Creek Road	0.50	25
Jamerson Road		Shallowford Road	Wigley Road	6.40	45
Jamerson Road *** SCHOOL ZONE ***	<i>Carlton J. Kell High School</i>	125 feet east of Lake Drive	330 feet west of Jamerson Forest Pkwy.	0.35	25
Jamerson Road *** SCHOOL ZONE ***	<i>Davis Elementary School</i>	40 feet south of Turtle Rock Drive	0.20 mi. north of Hawk Trail	0.30	25
James Road		S.R. 8 (Veterans Memorial Hwy.)	Dillon Road	1.30	25
Jefferson Township Pkwy.		Sandy Plains Road	Jefferson Township Pkwy.	2.30	25
Jett Road		Jamerson Road	Cherokee County Line	0.25	25
Jewell Drive		Hiawassee Drive	Chesterfield Drive	0.45	25
Jim Owens Lane		Jim Owens Road	Dead end	0.50	25
Jim Owens Road		S.R. 3 (Cobb Pkwy.)	Acworth Due West Road	2.00	35
Jim Owens Road *** SCHOOL ZONE ***	<i>Lewis Elementary School</i>	740 feet east of Tamarack Drive	Acworth Due West Road	0.30	25
Jims Road		Steinhauer Road	Wigley Road	0.65	35
Jims Road *** SCHOOL ZONE ***	<i>Mabry Middle School</i>	0.10 mi. west of Forest Chase Drive	Steinhauer Road	0.38	25
Joel Drive		Embry Lane	Dead end	0.40	25
John Petree Road		S.R. 360 (Macland Road)	Hopkins Road	1.30	35
Johnson Ferry Road		Shallowford Road	S.R. 120 (Roswell Road)	3.40	45
Johnson Ferry Road		S.R. 120 (Roswell Road)	Fulton County Line	3.30	40
Johnson Ferry Road *** SCHOOL ZONE ***	<i>Mount Bethel Elementary School</i>	0.40 mi. south of S.R. 120 (Roswell Road)	0.20 mi. north of Woodlawn Drive	0.30	25
Johnson Ferry Road *** SCHOOL ZONE ***	<i>Woods Acres Country Day School</i>	335 feet northwest of Bishop Lake Road	510 feet southeast of Sewell Mill Road	0.15	35
Johnson Ferry Road		Shallowford Road	Childers Road	1.40	25
John Tate Road		Bells Ferry Road	Cherokee County Line	0.80	25
John Ward Road		S.R. 120 (Dallas Hwy.)	S.R. 360 (Macland Road)	3.30	45

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
John Ward Road *** <b>SCHOOL ZONE</b> ***	<i>Ceatham Hill Elementary School</i>	0.20 mi. north of Irwin Road	0.10 mi. south of Irwin Road	0.30	25
Jordan Road		Bullard Road	Luther Ward Road	0.50	25
Joyner Avenue		Austell Road	S.R. 280 (South Cobb Drive)	0.60	25
Kaley Drive		Mack Dobbs Road	Dead end	0.50	25
Karen Lane		Sandy Plains Road	Earl Drive	0.40	25
Karls Gate Drive		Little Willeo Road	Dead end	1.15	25
Kathryn Drive		Bells Ferry Road	Dead end	0.70	25
Kehely Drive		Kemp Road	Keheley Road	0.80	25
Kehely Road		Shallowford Road	South Inlet	0.65	25
Keith Drive		Clay Drive	Dead end	0.45	25
Kelly Drive		Shannon Drive	Dead end	0.50	25
Kemp Ridge Road		S.R. 92 (Lake Acworth Drive)	Mars Hill Road	0.60	35
Kemp Road		Trickum Road	Jamerson Road	1.30	25
Kennesaw Avenue		Old 41 Hwy.	Kirk Drive	0.60	40
Kennesaw Due West Road		Acworth Due West Road	530 feet north of Grant Circle	3.30	45
Kennesaw Due West Road *** <b>SCHOOL ZONE</b> ***	<i>Due West Elementary School</i>	Acworth Due West Road	0.10 mi. west of Elk Cove Court	0.20	25
Kennesaw Due West Road **** <b>SCHOOL ZONE</b> ****	<i>Hayes Elementary School &amp; Pine Mountain Middle School</i>	Gordon Combs Road	0.10 mi. south of Hood Circle	0.60	25
Kensington Drive		Canton Road	Cambridge Drive	0.75	25
Kenwood Road		S.R. 280 (South Cobb Drive)	Crowe Drive	0.50	25
Keswick Drive		Woodland Brook Drive	Dead end	0.30	25
Kilkenny Way		Trickum Road	Bryant Lane	0.30	25
Kimberly Road		Old 41 Hwy.	Dead end	0.30	25
Kincaid Road		Sandy Plains Road	Addison Road	0.80	25
King Arthur Drive		Amy Lane	Sir Gallahad Drive	0.35	25
Kinghorne Drive		Cul-de-sac	Cul-de-sac	0.70	25
Kings Crossing Drive		Shallowford Road	Hawkins Store Road	0.90	25
King Valley Drive		Reed Road	Cooper Lake Road	0.40	25
Kinjac Drive		Sandy Plains Road	Dead end	0.75	25
Kinridge Road		Sandy Plains Road	East Piedmont Road	1.35	25
Kinridge Trail		Tree Top Bend	Dead end	0.80	25
Kinsmon Drive		Granby Way	Dead end	0.90	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Kirk Lane		Tarpley Road	New Salem Road	0.70	25
Knight Road		Blackwell Road	Ebenezer Road	0.60	30
Knighton Ridge		Chancellors Drive	Chancellors Drive	0.35	25
Knollwood Drive		Old Stilesboro Road	Inverwood Drive	0.40	25
Kurtz Road		Bells Ferry Road	Canton Road	1.30	25
Lake Drive		Old Grogan Road	Lakeside Court	0.30	35
Lake Drive		Canton Road	Jamerson Road	0.35	30
Lake Latimer Drive		Dead end	Dead end	0.40	25
Lake Mist Drive		Frey Road	Dead end	0.30	25
Lakeshore Drive		Dead end	Dead end	0.50	25
Lakeside Drive		North Lakeside Drive	Dead end	0.90	25
Lake Somer Set Crest		Bob Cox Road	Dead end	0.60	25
Lakeview Drive		S.R. 8 (Veterans Memorial Hwy.)	Dead end	0.25	25
Lambert Drive		Shiloh Road	Dead end	0.40	25
Lamplight Drive		Oak Lane	Sprucebough Drive	0.30	25
Landers Drive		Floyd Road	Dead end	0.70	25
Landmark Drive		Smyrna Powder Springs Road	Church Road	0.45	30
Lane Drive		S.R. 139 (Mableton Pkwy.)	Dodgen Road	0.70	25
Lanier Drive		S.R. 5 (Austell Road)	Dead end	0.60	25
Laramie Drive		Cochise Drive	Paces Ferry Road	0.40	25
Larkspur Blvd.		Bells Ferry Road	Lupine Lane	0.80	25
Lassiter Road		Johnson Ferry Road	Shallowford Road	1.10	35
Lassiter Road		Shallowford Road	Dead end	0.70	25
Latimer Lane		Shallowford Road	Lake Latimer Drive	0.40	25
Laurian Drive		Shiloh Road	Dead end	0.40	25
Leah Drive		Friendship Church Road	Roberts Way	0.70	25
Leasa Court		Dara Drive	Dead end	0.40	25
Lee Industrial Blvd.		S.R. 139 (Mableton Pkwy.)	Six Flags Pkwy.	1.00	40
Lee Road		S.R. 8 (Veterans Memorial Hwy.)	Old Gordon Road	0.60	25
Lee Street		500 feet north of Collier Drive	Daniell Drive	0.50	25
Lee Waters Road		Jamerson Road	Dead end	0.60	25
Lewis Road		Hiram Lithia Springs Road	Oglesby Road	0.70	35
Liberty Hill Road		Morgan Road	Canton Road	0.90	25
Liberty Lane		Dead end	Dead end	0.55	25
Lincoln Drive		Shallowford Road	Railsplitter Drive	0.40	25
Little John Trail		Powers Ferry Road	Dead end	0.70	25
Little Road		Powers Ferry Road	Lower Roswell Road	0.80	25
Little Willeo Road		Timber Ridge Road	Johnson Ferry Road	2.40	35
Loch Highland Pkwy.		Mabry Road	Wesley Chapel Road	1.40	25
Loch Highland Pass		Mabry Road	Loch Highland Pkwy.	0.65	25
Log Cabin Drive		Plant Atkinson Road	Beech Haven Trail	0.93	35
Long Drive		Sandtown Road	Walton Way	0.65	25
Lorien Way		Old Stilesboro Road	Dead end	0.55	25
Loring Road		S.R. 3 (Cobb Pkwy.)	Dead end	0.70	25
Lost Creek Drive		Due West Road	Dead end	0.90	25
Lost Mountain Lane		Old Mountain Road	Dead end	0.60	25



ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Lost Mountain Road		SR 120 (Dallas Hwy.)	SR 360 (Macland Road)	3.27	45
Lovingwood Trail		Midway Road	Dead end	0.80	25
Lower Roswell Road		S.R. 120 (Roswell Road)	Terrell Mill Road	1.30	35
Lower Roswell Road		Terrell Mill Road	Fulton County Line	6.70	40
Lower Roswell Road *** <b>SCHOOL ZONE</b> ***	<i>East Valley Elementary School</i>	300 feet west of Holt Road	200 feet east of Rhodes Drive	0.18	25
Lower Roswell Road *** <b>SCHOOL ZONE</b> ***	<i>Sedalia Park Elementary School</i>	80 feet east of Pioneer Trail	100 feet west of Palmer Oaks Lane	0.30	25
Lucille Avenue		Old 41 Hwy.	George Washington Avenue	0.60	25
Lupine Lane		Dead end	Dead end	0.30	25
Luther Drive		Daniel Street	Dead end	0.28	25
Luther Ward Road		Midway Road	Casteel Road	1.50	35
Luther Ward Road **** <b>SCHOOL ZONE</b> ****	<i>Hillgrove High School &amp; Lovinggood Middle School</i>	1250 feet east of Brogdon Drive	Casteel Road	0.70	25
Mable Lake Drive		Clay Road	Woodward Circle	0.30	25
Mable Street		Old Floyd Road	Center Street	0.60	25
Mabry Road		Shallowford Road	Woodstock Road	2.70	35
Macedonia Road		Barrett Parkway	Caley Mill Drive	1.40	35
Macedonia Road		100 feet west of Regatta Way	Old Lost Mountain Road	0.30	35
Mack Dobbs Road		260 feet north of Kaley Drive (S. Kennesaw City Limits)	Stilesboro Road	1.30	40
Madison Terrace		Parkwood Chase	Dead end	0.25	25
Madison Woods Drive		Midway Road	Dead end	0.40	25
Major Loring Way		John Ward Road	Channel Park	0.60	25
Maner Road		S.R. 280 (South Cobb Drive)	Plant Atkinson Road	0.90	35
Manor House Drive		Hembree Road	Plantation Drive	1.20	25
Maple Springs Court		West Sandtown Road	Cul-de-sac	0.25	25
Maple Valley Road		Landers Drive	Landers Drive	0.50	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Marble Mill Road		Campbell Hill Street	Loudermilk Drive	0.50	25
Marble Mill Road		Loudermilk Drive	Kennesaw Avenue	0.55	30
Marcia Drive		Hurt Road	Vanessa Drive	0.28	25
Marietta Country Club Drive		Stilesboro Road	Dead end	0.80	25
Mark Avenue		Bells Ferry Road	Dead end	0.70	25
Mars Hill Church Road		Acworth Due West Road	Mars Hill Road	1.80	35
Mars Hill Church Road *** <b>SCHOOL ZONE</b> ***	<i>Lewis Elementary School</i>	500 feet east of Acworth Due West Road	Acworth Due West Road	0.09	25
Mars Hill Road		S.R. 3 (Cobb Pkwy.)	Orr Road	0.65	35
Mars Hill Road		SR 3 (Cobb Pkwy)	SR 120 (Dallas Hwy.)	7.52	45
Mars Hill Road *** <b>SCHOOL ZONE</b> ***	<i>Ford Elementary School</i>	0.10 mi. north of Fords Road	0.05 mi. south of McLain Road	0.25	25
Mars Hill Road **** <b>SCHOOL ZONE</b> ****	<i>Frey Elementary School &amp; Durham Middle School</i>	0.14 mi. north of County Line Road	0.08 mi. south of Hill Road	0.26	25
Marsh Road		Shallowford Road	Barrier Road	0.50	25
Martin Farms Road		Holloman Road	Dead end	0.42	25
Mary L Trail		Gus Robinson Road	Dead end	0.40	25
Maxanne Drive		Maxanne Court	Dead end	0.80	25
Maxham Road		S.R. 8 (Veterans Memorial Hwy.)	Douglas County Line	1.00	45
May Breeze Road		Ebenezer Road	Shallowford Road	0.60	35
May Breeze Road *** <b>SCHOOL ZONE</b> ***	<i>McClesky Middle School</i>	Shallowford Road	0.30 mi. north of Corye Lane	0.10	25
Mayes Road		Midway Road	Friendship Church Road	1.00	35
McClure Road		Acworth Due West Road	Mars Hill Church Road	0.85	35
McCollum Pkwy.		Big Shanty Road	300 feet east of Fairway Court	1.00	25
McConnell Road		S.R. 120 (Dallas Hwy.)	Pickens Road	0.60	30
McCoy Road		Third Army Road	Dead end	0.90	25
McDaniel Road		Ridgeway Road	Burnt Hickory Road	0.80	25
McDuffie Road		S.R. 5 (Austell Road)	Anderson Mill Road	0.80	35
McLain Drive		George Washington Avenue	Lucille Avenue	0.40	25
McLain Road		Forkwood Drive	Camden Lake Pkwy.	1.05	25
McMurry Drive		S.R. 360 (Macland Road)	Dead end	0.60	25
McPherson Road		Shallowford Road	Post Oak Tritt Road	0.50	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Meadow Chase Drive		Sewell Mill Road	Saxon Way	0.50	25
Meadow Drive		Hembree Road	Hembree Road	0.80	25
Meadowlark Lane		Country Creek Drive	Rutledge Road	0.45	25
Meadow Oaks Drive		Wade Green Road	Dead end	0.45	25
Meadows Road		Hiram Lithia Springs Road	Oglesby Road	1.90	35
Meadows Road *** <b>SCHOOL ZONE</b> ***	<i>Hendricks Elementary School</i>	0.07 mi. north of Hiram Lithia Springs Road	0.36 mi. north of Hiram Lithia Springs Road	0.29	25
Meek Road		New Macland Road	Old Lost Mountain Road	0.50	25
Memorial Pkwy.		Jim Owens Road	Hardee Drive	1.00	25
Merritt Road		Allgood Road	0.45 mi. E. of Allgood Road (N. Marietta City Limits)	0.45	25
Merry Oak Road		Hurt Road	Dead end	0.40	25
Midland Drive		Wade Green Road	Norfolk Drive	0.35	25
Midway Road		Lost Mountain Road	S.R. 120 (Dallas Hwy.)	2.30	35
Midway Road		S.R. 120 (Dallas Hwy.)	Due West Road	1.50	40
Mikandy Drive		Shiloh Road	Dead end	0.35	25
Milam Drive		Old Powder Springs Road	Boggs Road	0.40	25
Milford Chase		Pair Road	Dead end	0.90	25
Milford Church Road		Powder Springs Road	Hicks Road	2.30	35
Milford Place		Milford Chase	Woodmore Drive	0.35	25
Millbrook Trace		Lower Roswell Road	Brookcrest Drive	0.40	25
Millstream Lane		Stone Harbor Pkwy.	Dead end	0.35	25
Mirror Lake Drive		Lost Mountain Road	Dead end	0.50	25
Missy Drive		Meadow Drive	Wayside Drive	0.35	25
Mistflower Drive		Day Lily Way	Verbena Drive	0.50	25
Mitchell Road		Post Oak Tritt Road	Dead end	1.00	25
Mitsy Forest Drive		S.R. 120 (Roswell Road)	Mitsy Hollow Drive	0.30	25
Moon Road		Old Lost Mountain Road	Paulding County Line	2.20	35
Moon Station Lane		Baker Road	Hickory Grove Road	2.20	35
Morgan Road		Piedmont Road	Sandy Plains Road	1.70	35
Mosley Road		Austell Powder Springs Road	Clay Road	0.60	35
Moss Stone Lane		West Sandtown Road	Cul-de-sac	0.35	25
Mossy Rock Road		Stilesboro Road	Patriots Way	0.45	25
Mossy Way		Lost Creek Drive	Dead end	0.60	25
Mountain Road		Sandy Plains Road	Forest Peak Circle (East Intersection)	0.45	25
Mountain Trace		McPherson Road	Clary Lakes Drive	0.30	25
Mount Calvary Road		S.R. 120 (Dallas Hwy.)	Burnt Hickory Road	1.50	35
Mozley Drive		Atlanta Road	Hawkins Street	0.30	25
Muirwood Drive		Brownsville Road	Dead end	1.10	25
Muirwood Place		Muirwood Drive	Cherry Lane	0.70	25
Mulkey Road		S.R. 5 (Austell Road)	Calvary Hill Court	1.40	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Murdock Road		Post Oak Tritt Road	Sewell Mill Road	2.10	35
Murdock Road *** SCHOOL ZONE ***	<i>Murdock Elementary School</i>	Casteel Road	90 feet north of Wellington Drive	0.38	25
Murdock Road		Sewell Mill Road	Dead end	0.50	25
Myrtle Hill Road		Shallowford Road	Simpson Road	0.50	25
Nance Road		Old 41 Hwy.	Acworth Due West Road	0.90	35
Nassau Way		Princeton Walk	Princeton Walk	0.30	25
Nelda Drive		Flint Hill Road	Dead end	0.40	25
New Chastain Road		Canton Road	Bells Ferry Road	1.40	45
New Macland Road		SR 360 (Macland Road)	100 feet north of Glenn Road (Powder Springs City Limits)	1.30	45
New Macland Road *** SCHOOL ZONE ***	<i>McEachern High School</i>	Bethany Lane	0.10 mi. north of Gaydon Road	0.47	25
New McEver Road		McEver Industrial Drive	0.06 mi. west of Sheffield Court	1.06	35
New Paces Ferry Road		Paces Ferry Road	Paces Ferry Road	0.60	25
Newpark Drive		Mars Hill Road	Dead end	0.30	25
New Rutledge Road		Jim Owens Road	Dead end	0.60	25
New Salem Road		Burnt Hickory Road	Stilesboro Road	1.40	35
New South Drive		Piedmont Road	Dead end	0.25	25
Newton Road		Sandy Plains Road	Bob Bettis Road	0.30	25
Nichols Drive		Old 41 Hwy.	Dead end	0.40	25
Nichols Road		Mars Hill Road	Antioch Road	1.10	35
Nichols Road *** SCHOOL ZONE ***	<i>Vaughn Elementary School</i>	Antioch Road	0.25 mi. east of Antioch Road	0.25	25
Nickajack Road		Floyd Road	railroad crossing	2.20	35
Norfolk Drive		Wade Green Road	Dead end	0.55	25
Norman Drive		Shiloh Road	Dead end	0.40	25
Normandy Circle		Casteel Road	Casteel Road	0.80	25
North Allen Road		S.R. 8 (Veterans Memorial Hwy.)	Dead end	0.90	25
North Arbor Trail		Club Drive	Dead end	0.40	25
North Booth Road		Bells Ferry Road	Shiloh Road	1.20	35
North Booth Road *** SCHOOL ZONE ***	<i>Chalker Elementary School</i>	0.10 mi. west of Bells Ferry Road	S.R. 417 (I-575) bridge	0.26	25
North Booth Road *** SCHOOL	<i>Palmer Middle School</i>	480 feet east of Cripple Creek Drive	2150 feet east of Cripple Creek Drive	0.32	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
<b>ZONE</b> ***					
North Church Lane		Plant Atkinson Road	Log Cabin Drive	0.61	25
North Cook Road		Casteel Road	Dead end	1.05	25
North Forest Drive		Willeo Rill Road	Dead end	1.00	25
North Hadaway Road		Stilesboro Road	Rolling Oaks Drive	0.70	30
North Hembree Road		Shallowford Road	Hembree Road	0.50	35
North Lakeside Drive		Bells Ferry Road	Lakeside Drive	0.65	25
North Landing Drive		Kemp Road	Kemp Road	0.90	25
North Landing Way		Kemp Road	Dead end	1.00	25
North Milford Creek Lane		Milford Chase	Dead end	0.70	25
North Mountain Road		Forest Peak Circle (East Intersection)	Sandy Plains Road	0.80	25
North Roberts Road		Old 41 Hwy.	Roberts Blvd.	0.30	35
North Shores Road		S.R. 3 (Cobb Pkwy.)	S.R. 92 (Dallas Acworth Hwy.)	0.75	25
Northwoods Drive		Caribou Trail	Foothill Trail	0.40	25
Nowata Drive		S.R. 92 (Alabama Road)	Nashoba Drive	0.25	25
Nowlin Road		Old 41 Hwy.	Dead end	1.40	25
Nursery Road		Church Road	Biggern Avenue	0.35	25
Oakdale Road		West Atlanta Road	Wright Road	0.60	30
Oakdale Road		Wright Road	S.R. 280 (South Cobb Drive)	0.60	35
Oakdale Road		S.R. 8 (Veterans Memorial Hwy.)	Highlands Pkwy.	2.20	40
Oak Ferry Drive		Heck Road	Dead end	0.50	25
Oak Lane		Chimney Springs Drive	Bill Murdock Road	2.30	25
Oakleigh Manor Drive		Lost Mountain Road	Dead end	0.85	25
Oakridge Drive		Atlanta Road	Carruth Drive	0.45	25
Oak Ridge Road		Blair Bridge Road	Douglas County Line	0.70	35
Oakrill Road		Spear Point Drive	Dead end	0.45	25
Oak Springs Drive		Shaw Road	Dead end	0.40	25
Oglesby Road		250 feet west of Meadows Road	S.R. 6 (C.H. James Pkwy.)	0.50	35
Oglesby Road		S.R. 6 (C.H. James Pkwy.)	railroad crossing	0.70	35
Oklahoma Way		Sagebrush Drive	Dead end	0.40	25
Old Acworth Dallas Hwy.		S.R. 3 (Cobb Pkwy.)	Old Grogan Road	0.80	35
Old Alabama Road		S.R. 139 (Mableton Pkwy.)	Maxham Road	3.00	45
Old Alabama Road *** <b>SCHOOL ZONE</b> ***	<i>Pebblebrook High School</i>	Sunset Blvd.	100 feet east of Megcole Way	0.30	25
Old Canton Road		Lower Roswell Road	Holly Springs Road	4.30	35
Old Carriage Drive		Smyrna Powder Springs	White Oak Drive	0.40	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
		Road			
Old Concord Road		Atlanta Road	Pat Mell Road	1.00	35
Old Concord Road		Concord Road	Church Road	0.40	35
Old Dallas Road		Holland Road	Paulding County Line	0.68	35
Old Dallas Road		West Sandtown Road	S.R. 120 (Dallas Hwy.)	0.80	25
Old Dallas Road		Villa Rica Way	S.R. 120 (Dallas Hwy.)	0.65	25
Olde Mill Drive		Jamerson Road	Cherokee County Line	0.60	25
Old Farm Road		Willow Glenn Drive	Pioneer Trail	0.70	25
Old Floyd Road		S.R. 8 (Veterans Memorial Hwy.)	Clay Road	0.50	30
Old Forge Way		S.R. 120 (Roswell Road)	River Forest Drive	0.70	25
Old Gordon Road		S.R. 139 (Mableton Pkwy.)	S.R. 139	0.30	25
Old Grogan Road		Awtrey Church Road	Dead end	0.60	25
Old Hamilton Road		S.R. 120 (Dallas Hwy.)	Due West Road	0.80	35
Old Hickory Drive		Bob Cox Road	Burnt Hickory Road	0.37	25
Old Lost Mountain Road		S.R. 360 (Macland Road)	Richard D. Sailors Pkwy.	2.50	35
Old Lost Mountain Road		S.R. 360 (Macland Road)	Bullard Road	1.10	30
Old Mountain Park Road		S.R. 92 (Alabama Road)	Fulton County Line	0.40	35
Old Mountain Road		Burnt Hickory Road	Stilesboro Road	1.40	30
Old Mountain Road		Burnt Hickory Road	Due West Road	0.80	35
Old Mountain Road *** <b>SCHOOL ZONE</b> ***	<i>Lost Mountain Middle School</i>	260 feet south of Lost Mountain Lane	0.35 mi. north of Lost Mountain Lane	0.40	25
Old Mountain Road		Due West Road	Mars Hill Road	1.20	25
Old Mountain Trail		Old Mountain Road	Old Mountain Road	0.50	25
Old Paper Mill Drive		Paper Mill Road	Dead end	0.70	25
Old Powder Springs Road		S.R. 139 (Mableton Pkwy.)	Dead end	1.50	35
Old Powder Springs Road *** <b>SCHOOL ZONE</b> ***	<i>Sky View Elementary School</i>	Old Bankhead Hwy.	375 feet east of Dunn Road	0.10	25
Old Sewell Road		Old Canton Road	Lower Roswell Road	1.40	35
Old Stilesboro Road		Stilesboro Road	Acworth Due West Road	1.60	35
Old Stilesboro Road *** <b>SCHOOL ZONE</b> ***	<i>Pickett's Mill Elementary School</i>	0.71 mi. west of Cheatham Road	0.36 mi. west of Cheatham Road	0.35	25
Old Stilesboro Road	<i>Bullard</i>	0.03 mi. north of	0.32 mi. north of	0.29	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
**** SCHOOL ZONE ****	<i>Elementary School &amp; McClure Middle School</i>	Stilesboro Road	Stilesboro Road		
Old Stilesboro Road		Acworth Due West Road	Mars Hill Road	1.65	35
Old Stilesboro Road		County Line Road	Paulding County Line	2.30	35
Old Suttons Way		Shallowford Road	Dead end	0.30	25
Old Villa Rica Road		S.R. 360 (Macland Road)	Macedonia Road	2.10	35
Old Westside Road		Austell Powder Springs Road	Dead end	0.41	25
Old 41 Hwy.		0.16 mi. north of Hames Road (N. Marietta City Limits)	0.28 mi. south of Barrett Pkwy. (S. Kennesaw City Limits)	2.10	35
Old 41 Hwy.		260 feet south of Heidelberg Drive	Nance Road	2.08	45
Old 41 Hwy. *** SCHOOL ZONE ***	<i>North Cobb High School</i>	1050 feet north of Blue Springs Road	220 feet south of Fowler Road	0.63	25
Olive Circle		Olive Springs Road	Olive Springs Road	0.40	25
Olive Springs Road		S.R. 5 (Austell Road)	Smyrna Powder Springs Road	1.80	35
Olive Springs Road *** SCHOOL ZONE ***	<i>Labelle Elementary School</i>	50 feet north of Windy Hill Road	Cerice Circle	0.12	25
Orchard Knob Drive		Woodland Brook Drive	Brookview Drive	1.00	25
Orr Road		S.R. 92 (Lake Acworth Drive)	Mars Hill Road	0.50	35
Overlake Drive		Country Lake Drive	Beaver Creek Crossing	0.46	25
Overlake Run		Overlake Drive	Dead end	0.50	25
Owens Avenue		Phillips Road	Dead end	0.50	25
Owens Drive/Red Barn Drive		Phillips Road	Cold Springs Trail	0.50	25
Owens Landing Drive		Jim Owen Lane	Cul-de-sac	0.45	25
Owens Meadow Drive		Rutledge Road	Country Creek Drive	0.45	25
Owens Point Trail		Country Creek Drive	Dead end	0.40	25
Paces Ferry Road		Atlanta Road	Fulton County Line	2.50	35
Paces Mill Road		S.R. 3 (Cobb Pkwy.)	Paces Ferry Road	0.40	35
Pair Road		Hicks Road	Milford Chase	1.10	25
Pair Road		Powder Springs Road	Shadyside Road	0.90	35
Panstone Drive		Pat Mell Road	Sandtown Road	0.30	25
Paper Mill Road		Terrell Mill Road	Johnson Ferry Road	3.50	35
Paper Mill Road *** SCHOOL ZONE ***	<i>Sope Creek Elementary School</i>	Wardmeade Drive	65 feet west of Sibley Forest Mill	0.13	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Parkwood Chase		Wade Green Road	Dead end	1.00	25
Parkwood Circle		Powers Ferry Road	Windy Ridge Pkwy.	0.35	25
Parkwood Drive		Bells Ferry Road	Dead end	0.50	25
Partridge Way		Canvasback Court	Dead end	0.30	25
Pat Mell Road		S.R. 5 (Austell Road)	Wakita Drive	1.10	35
Patrick Drive		Lincoln Drive	Dover Street	0.50	25
Paul Samuel Road		Stilesboro Road	Acworth Due West Road	1.40	40
Pauls Way		Holly Springs Road	Wendy Lane	0.35	25
Peace Drive		West Mill Drive	Dead end	0.40	25
Pearl Street		S.R. 280 (South Cobb Drive)	Atlanta Road	0.25	35
Pebblebrook Road		S.R. 8 (Veterans Memorial Hwy.)	Buckner Road	2.43	30
Pebblebrook Road *** SCHOOL ZONE ***	<i>Lindley Middle Academy</i>	Buckner Road	400 feet north of Buckner Road	0.08	25
Pebble Creek Road		Beechwood Drive	Beechwood Drive	0.50	25
Pebble Hill Drive		Sandy Plains Road	Dead end	0.90	25
Pemberton Place		S.R. 120 (Roswell Road)	Traywick Drive	0.30	25
Penhurst Drive		Pine Road	Dead end	0.50	25
Peppergrass Trail		Thornapple Lane	Dead end	0.35	25
Peppermill Drive		Mars Hill Church Road	Dead end	0.40	25
Pete Shaw Road		Steinhauer Road	Sandy Plains Road	1.40	30
Philmont Drive		Ebenezer Road	Little Acres Place	0.50	25
Pickens Road		Poplar Springs Road	Corner Road	1.00	35
Picketts Ridge Road		S.R. 92 (Dallas Acworth Hwy.)	Paulding County Line	1.20	25
Piedmont Forest Drive		East Piedmont Road	Dead end	0.30	25
Piedmont Road		Sandy Plains Road	Bells Ferry Road	3.40	45
Piedmont Road *** SCHOOL ZONE ***	<i>Daniell Middle School</i>	250 feet east of Cobb Place Manor	Governors Court	0.20	25
Piedmont Road *** SCHOOL ZONE ***	<i>Bells Ferry Elementary School</i>	270 feet west of Ridgewood Drive	Bells Ferry Road	0.13	25
Piedmont Road *** SCHOOL ZONE ***	<i>Sprayberry High School</i>	0.15 mi. east of Bob Bettis Road	Sandy Plains Road	0.30	25
Pine Grove Drive		Powder Springs Road	Powder Springs Road	0.90	30
Pinehurst Lane		Lower Roswell Road	Indian Hills Drive	0.65	25
Pineland Circle		Dead end	Dead end	0.30	25



ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Pineland Drive		Hurt Drive	Landrum Drive	0.50	25
Pine Meadow Drive		Piedmont Road	Dead end	0.55	25
Pine Mountain Circle		Stilesboro Road	Kennesaw Due West Road	1.00	35
Pine Mountain Circle *** SCHOOL ZONE ***	<i>Pine Mountain Middle School</i>	Kennesaw Due West Road	Pine Springs Drive	0.20	25
Pine Mountain Road		1200 feet north of Ellis Road	Stilesboro Road	1.14	40
Pine Needle Drive		Hurt Road	Whippoorwill Drive	0.25	25
Pine Road		Providence Road	Sewell Mill Road	0.80	35
Pine Road *** SCHOOL ZONE ***	<i>Walton High School</i>	80 feet north of Bill Murdock Road	225 feet south of Bill Murdock Road	0.06	25
Pine Springs Drive		Pine Mountain Circle	Dead end	0.25	25
Pine Street		Cranfill Road	Barber Road	0.35	25
Pine Valley Road		Brownsville Road	Paulding County Line	0.45	25
Pioneer Trail.		Lower Roswell Road	Old Farm Road	0.90	25
Pisgah Road		Old Powder Springs Road	South Gordon Road	1.60	35
Pitner Road		McLain Road	County Line Road	0.40	35
Pitner Road		County Line Road	Cheatham Road	1.55	35
Plains Way		Sandy Plains Road	Dead end	0.30	25
Plantation Drive		Lassiter Road	Dead end	0.50	25
Plantation Road		Hurt Road	Dead end	0.80	25
Plant Atkinson Road		Atlanta Road	North Church Lane	2.30	35
Poinsetta Drive		Starlight Drive	Caladium Drive	0.40	25
Ponderosa Lane		Powder Springs Road	Dead end	0.60	25
Poplar Springs Road		S.R. 120 (Dallas Hwy.)	Wright Road	1.30	35
Poplar Springs Road		Wright Road	Paulding County Line	0.90	40
Post Oak Tritt Road		Johnson Ferry Road	Fulton County Line	2.10	35
Post Oak Tritt Road *** SCHOOL ZONE ***	<i>Tritt Elementary School</i>	250 feet east of Alpine Trail	1125 feet west of Walden Lane	0.29	25
Post Oak Tritt Road		Johnson Ferry Road	Sandy Plains Road	4.00	40
Post Oak Tritt Road *** SCHOOL ZONE ***	<i>Hightower Middle School</i>	120 feet west of Twin Leaf Trail	265 feet west of Long Grove Drive	0.26	25
Powder Springs Road		S.R. 360 (Macland Road)	0.20 mi. south of Sanders Road	4.00	45
Powder Springs Road	<i>Smitha Middle School</i>	440 feet south of Sugar Creek Drive	560 feet north of Tiffany Drive	0.30	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
*** SCHOOL ZONE ***					
Powell Wright Road		Canton Road	Addison Road	0.55	25
Powers Ferry Road		S.R. 120 Loop (South Marietta Pkwy.)	Fern Street	1.60	35
Powers Ferry Road		Fern Street	Akers Mill Road	3.20	45
Powers Ferry Road		Akers Mill Road	Fulton County Line	0.25	35
Powers Road		Woodlawn Drive	Johnson Ferry Road	0.50	35
Pretty Branch Drive		Collier Drive	Dead end	0.40	25
Priest Road		Baker Road	Cherokee County Line	0.25	35
Princess Lane		Jo Ann Drive	Dead end	0.50	25
Princeton Corners Drive		Old Canton Road	Dead end	0.30	25
Princeton Mill Run		Robinson Road	Dead end	0.30	25
Princeton Walk		Johnson Ferry Road	Dead end	0.60	25
Princeton West Trail		Dead end	Dead end	0.30	25
Privette Road		S.R. 5 (Austell Road)	Dead end	0.25	25
Proctor Landing Road		S.R. 92 (Lake Acworth Drive)	Dead end	0.60	25
Providence Road		S.R. 120 (Roswell Road)	S.R. 120	1.30	35
Queen Anne Court		Nickajack Road	Ann Boleyn Court	0.30	25
Queen Mill Road		S.R. 8 (Veterans Memorial Hwy.)	S.R. 139 (Mableton Pkwy.)	2.00	35
Randall Farm Road		Orchard Knob Road	New Paces Ferry Road	0.70	25
Raquel Drive		Zachary Woods Drive	Zachary Woods Drive	0.35	25
Ravenoaks Place		Walden Lane	Orchard Trail	0.30	25
Raven Way		Hawk Drive	Raven Trail	0.30	25
Reading Drive		Midland Drive	Day Lily Way	0.50	25
Red Rock Road		Fords Road	Dead end	0.35	25
Reece Road		Old Villa Rica Road	Hopkins Road	0.60	35
Reef Road		Shallowford Road	Barrier Road	0.60	25
Regiment Drive		County Line Road	Dead end	0.60	25
Revere Circle		Chimney Springs Drive	Chimney Springs Drive	0.80	25
Rex Drive		Bob Bettis Road	Shaw Road	0.50	25
Rhodes Drive		Lower Roswell Road	East Valley Drive	0.60	25
Rhododendron Drive		Wade Green Road	Dead end	0.40	25
Richardson Road		George McMillan Road (Naval Air Station gates)	Dead end	0.52	25
Richmond Hill Drive		Lower Roswell Road	Dead end	0.40	25
Ridenour Road		Old 41 Hwy.	Greers Chapel Road	0.40	35
Ridgecrest Drive		Hopkins Road	Dead end	0.80	25
Ridge Road		100 feet east of S.R. 280 (South Cobb Drive)	110 feet west of Glenhurst Drive	0.47	35
Ridgeside Drive		Wade Green Road	Dead end	0.35	25
Ridgewood Creek Drive		Bells Ferry Road	Dead end	0.70	25
Ridgewood Drive		Piedmont Road	Michelle Lane	0.30	25
Rio Montana Drive		Piedmont Road	Harold Dean Drive	0.50	25
Riva Ridge Drive		Wesley Chapel Road	Riva Ridge Court	0.40	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
River Forest Drive		S.R. 120 (Roswell Road)	Baldwin Farms Drive	0.60	25
Riverhill Road		Johnson Ferry Road	Oak Glen	0.80	25
Riverside Pkwy.		Blair Bridge Road	bridge over I-20	2.20	40
River View Road		S.R. 8 (Veterans Memorial Hwy.)	S.R. 280 (South Cobb Drive)	2.60	35
Riverwood Pkwy.		Cumberland Blvd.	Cobb Galleria Pkwy.	0.30	35
Robert Lane		S.R. 120 (Roswell Road)	Sewell Mill Road	0.35	25
Roberts Blvd.		Barrett Pkwy.	S.R. 3 (Cobb Pkwy.)	1.00	35
Roberts Drive		Oakdale Road	Brookside Drive	0.45	25
Robertswood Drive		Pine Grove Drive	Dead end	0.60	25
Robin Lane		Little Road	Little John Trail	0.70	25
Robinson Road		S.R. 120 (Roswell Road)	S.R. 120	3.30	35
Rockbridge Road		Bells Ferry Road	Rockmark Trail	0.70	25
Rockcrest Drive		Allgood Road	Mountain Top Drive	0.60	25
Rock Garden Terrace		Stone Mill Lane	Dead end	0.50	25
Rock Mill Pkwy.		Rock Mill Drive	Stoney View Drive	0.25	25
Rocky Mountain Road		Trickum Road	Steinhauer Road	0.50	30
Rocky Mountain Road *** <b>SCHOOL ZONE</b> ***	Rocky Mountain Elementary School	250 feet west of Steinhauer Road	500 feet east of Trickum Road	0.30	25
Rocky Springs Drive		Post Oak Tritt Road	Harvest Way	0.50	25
Rolling Oaks Drive		Hadaway Road	Rolling Oaks Trail	0.30	25
Rosapenna Lane		Tayside Crossing	Cul-de-sac	0.26	25
Rose Lane		Marble Mill Road	Burnap Street	0.50	25
Rosetrace Terrace		Dead end	Dead end	0.34	25
Royal Drive		Shiloh Road	Jiles Road	0.50	35
Running Fox Drive		Dead end	Dead end	0.65	25
Rushmore Drive		S.R. 120 (Roswell Road)	Dead end	0.50	25
Rutherford Drive		Dead end	Dead end	0.30	25
Saddle Back Mountain Road		Hunters Lodge Road	Dead end	0.40	25
Saddlebrook Way		Gordon Combs Road	Saddlebrook Way	0.85	25
Sagebrush Drive		Hadaway Road	Dead end	0.40	25
Sage Ridge Drive		Friendship Church Road	Cul-de-sac	0.30	25
Saint Patrick Drive		Nickajack Road	Shannon Way	0.50	25
Saint Andrews Way		Holly Springs Road	Spencers Trace	0.25	25
Saint George Terrace		Finch Road	Dead end	0.62	25
Sammy Drive		Hubert Drive	Dead end	0.45	25
Sams Street		S.R. 280 (South Cobb Drive)	Dead end	0.25	25
Sanders Road		Powder Springs Road	Chestnut Grove Drive	0.90	25
Sand Pointe Drive		Long Lake Drive	Dead end	0.65	25
Sandtown Road		S.R. 5 (Austell Road)	Westside Drive	1.30	35
Sandtown Road		S.R. 5 (Austell Road)	Smyrna Powder Springs Road	1.20	35

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Sandy Plains Road		Canton Road	S.R. 92 (Alabama Road)	8.30	45
Sandy Plains Road *** SCHOOL ZONE ***	<i>Sprayberry High School</i>	300 feet south of Piedmont Road	700 feet north of Hill Road	0.30	25
Sandy Plains Road *** SCHOOL ZONE ***	<i>Mountain View Elementary School</i>	570 feet east of Davis Road	50 feet west of Berkshire Flat	0.30	25
Santee Trail		Brookwood Drive	Cul-de-sac	.40	25
Sara Drive		Post Oak Tritt Road	Holly Springs Road	0.40	25
Sasanqua Lane		Pair Road	Bay Berry Drive	0.45	25
Sawmill Road		Bankstone Drive	Smith Avenue	0.45	25
Sawyer Road		Canton Road	Allgood Road	0.80	35
Schaffer Road		S.R. 5 (Austell Road)	Favor Road	0.50	25
Scott Road		Piedmont Road	Kelly Drive	0.80	25
Scufflegrit Road		Allgood Road	Sandy Plains Road	1.75	40
Seayes Road		Clay Road	Hemlock Drive	1.30	25
Second Flag Drive		Six Flags Road	Third Flag Pkwy.	0.35	35
Sewell Mill Road		S.R. 120 (Roswell Road)	Johnson Ferry Road	3.90	35
Shadow Bluff Drive		Holly Springs Road	Dead end	0.30	25
Shadowlawn Road		Lower Roswell Road	Paper Mill Road	1.30	30
Shadowlawn Road *** SCHOOL ZONE ***	<i>Sope Creek Elementary School</i>	Paper Mill Road	Somerset Trace	0.50	25
Shadyside Road		Pair Road	Hurt Road	0.60	30
Shallowford Road		Bells Ferry Road	1.35 mi. east of Bells Ferry Road	1.35	40
Shallowford Road		1.35 mi. east of Bells Ferry Road	Jamerson Road	0.78	45
Shallowford Road		Jamerson Road	Canton Road	0.40	35
Shallowford Road		Canton Road	Johnson Ferry Road	6.40	45
Shallowford Road		Johnson Ferry Road	Fulton County Line	1.50	35
Shallowford Road *** SCHOOL ZONE ***	<i>Lassiter High School</i>	100 feet west of Steinhauer Road	0.60 mi. west of Sandy Plains Road	0.34	25
Shallowford Road **** SCHOOL ZONE ****	<i>McClesky Middle School &amp; Nicholson Elementary School</i>	300 feet east of Inlet Road	0.30 mi. west of Keheley Road	0.30	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Shallow Ridge Drive		Shallowford Road	Shallow Farm Drive	0.70	25
Shannon Drive		Chance Road	Rockmont Lane	0.80	25
Shannon Green Circle		Nickajack Road	Nickajack Road	0.50	25
Shannon Way		Nickajack Road	Dead end	0.60	25
Sharon Drive		Austell Powder Springs Road	Sharon Woods Drive	0.75	25
Shawnee Trail		Lower Roswell Road	Terrydale Drive	0.40	25
Shaw Road		Ebenezer Road	Piedmont Road	1.40	35
Shay Drive		Old Carriage Drive	Dead end	0.30	25
Sheffield Pkwy.		Allgood Road	Dead end	0.35	25
Sherwood Place		Dead end	Dead end	0.25	25
Shillings Road		Stilesboro Road	Country Lane	0.90	35
Shiloh Road		Bells Ferry Road	75 feet west of Cherokee Street	1.55	40
Shiloh Road		380 feet east Cherokee Street	Hickory Grove Road	2.3	35
Shiloh Trail		Frey Lake Road	Bozeman Lake Road	1.40	25
Shiloh Trail West		Bozeman Lake Road	Ayers Drive	0.45	25
Shipp Road		Florence Road	Old Lost Mountain Road	1.20	35
Silver Creek Drive		South Gordon Road	Silver Creek Lane	0.40	25
Simpson Drive		Twin Creek Drive	Shiloh Run	0.50	25
Sir Gallahad Drive		King Arthur Drive	Dead end	0.50	25
Six Flags Pkwy.		Lee Industrial Blvd.	I-20 bridge	1.10	40
Six Flags Road		Riverside Pkwy.	Douglas County Line	0.60	45
Skyline Terrace		Hurt Road	Dead end	0.25	25
Smith Avenue		Dead end	Dead end	0.65	25
Smithstone Drive		Powers Ferry Road	Lower Roswell Road	0.80	25
Smithwood Drive		Allgood Road	Wynn Drive	0.50	25
Smyrna Powder Springs Road		Hicks Road	Vineyard Way	2.20	35
Smyrna Powder Springs Road *** <b>SCHOOL ZONE</b> ***	<i>Birney Elementary School</i>	275 feet east of Hicks Road	475 feet west of Neese Drive	0.25	25
Somerset Trace		Shadowlawn Road	Hunterdon Way	0.62	25
Sope Creek Drive		Old Canton Road	Pinestream Drive	0.30	25
Sope Creek Farm		Sharp Mountain Creek	Sharp Mountain Creek	0.60	25
South Cobb Industrial Blvd.		S.R. 280 (South Cobb Drive)	Dead end	0.50	35
South Gordon Road		S.R. 8 (Veterans Memorial Hwy.)	Dodgen Road	5.00	40
South Gordon Road **** <b>SCHOOL ZONE</b> ****	<i>Riverside Elementary School &amp; Riverside Primary School</i>	125 feet west of Carriage Drive	90 feet east of Keith Avenue	0.55	25
South Hurt Road		Hurt Road	Concord Road	1.20	35

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
South Hurt Road *** SCHOOL ZONE ***	Russell Elementary School	90 feet north of Donna Drive	330 feet south of Covered Bridge Place	0.21	25
South Service Road		Riverside Pkwy.	Six Flags Pkwy.	0.60	35
South Springwood Drive		Concord Road	Gregory Manor Drive	0.30	25
Spencers Trace		Post Oak Tritt Road	Spencers Trace	0.90	25
Spring Hill Pkwy.		Paces Ferry Road	Mount Wilkinson Pkwy.	0.95	40
Spring Hill Pkwy *** SCHOOL ZONE ***	Teasley Elementary School	500 feet south of Spring Hill Road	380 feet north of Paces Ferry Road	0.26	25
Spring Hill Pkwy.		Mount Wilkinson Pkwy.	0.12 mi. east of Cumberland Blvd.	0.80	30
Spring Hill Road		Atlanta Road	Spring Hill Pkwy.	0.70	30
Spring Hill Road *** SCHOOL ZONE ***	Teasley Elementary School	70 feet north of Hill Court	225 feet north of Honeysuckle Lane	0.25	25
Spring Valley Road		Frank Lane	Dink Lane	0.25	25
Squire Drive		Shields Lake Drive	Castle Way	0.30	25
Stanley Road		Kennesaw City Limits (Collins Rd)	Kennesaw City Limits (415 ft east of Barrett Knoll Cir)	.26	30
Stanley Road		Kennesaw City Limits (railroad tracks)	Stilesboro Road	.38	30
Stanley Road *** SCHOOL ZONE ***	Mount Paran Christian School	250 feet north of Stilesboro Road	0.30 miles north of Stilesboro Road	0.26	25
Steading Road		New Macland Road	Old Lost Mountain Road	0.50	25
Steinhauer Road		Shallowford Road	Trickum Road	2.10	35
Steinhauer Road *** SCHOOL ZONE ***	Lassiter High School	100 feet south of Pete Shaw Road	Shallowford Road	0.30	25
Steinhauer Road *** SCHOOL ZONE ***	Mabry Middle School	Sweat Mountain Park Entrance	Jims Road	0.20	25
Steve Drive		Westwood Drive	Dead end	0.45	25
Stewart Reilly Drive		Mars Hill Church Road	Dead end	0.50	25
Stilesboro Drive		Stilesboro Road	Dead end	0.50	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Stilesboro Lane		Old Stilesboro Road	Mars Hill Church Road	0.50	35
Stilesboro Road		Mars Hill Road	Old Mountain Road	7.50	45
Stilesboro Road		Old Mountain Road	Old 41 Hwy.	0.50	35
Stillwaters Drive		West Sandtown Road	Dead end	0.65	25
Stockton Drive		Dead end	Dead end	0.60	25
Stone Harbor Pkwy.		Hicks Road	Millstream Lane	0.80	25
Stonehaven Drive		Teague Drive	Dead end	0.40	25
Stone Mill Lane		Rocky Ridge Road	Rock Garden Trace	0.45	25
Stonewall Drive		Memorial Pkwy.	Dead end	1.15	25
Stoney Creek Lane		Stoney Creek Court	Dead end	0.40	25
Story Road		Finch Road	Hiram Lithia Springs Road	0.60	35
Stout Pkwy.		Burnt Hickory Road	Douglas County Line	2.10	35
Stroud Drive		Dodgen Road	Dead end	0.80	25
Suburban Drive		Bells Ferry Road	Dead end	0.50	25
Sugar Maple Drive		Glenaire Way	Sugar Maple Lane	0.40	25
Suholden Circle		Hilltop Drive	Shannon Drive	0.40	25
Sullivan Road		Hiram Lithia Springs Road	Stout Pkwy.	1.30	35
Summit Drive		Ivey Lane	Dead end	0.50	25
Sumter Drive		New Chastain Road	Dead end	0.40	25
Sunny Lane		Smithstone Drive	Dead end	0.50	25
Sunshine Trace		Summerhill Court	Caboose Lane	0.40	25
Sycamore Lane		Wood Valley Drive	Oak Creek Drive	0.50	25
Talimore Circle		Gordy Pkwy.	Gordy Pkwy.	0.35	25
Tally Green Drive		Lower Roswell Road	Dead end	0.60	25
Tanner Lake Trail		Gordon Combs Road	Dead end	0.50	25
Tarpley Road		Burnt Hickory Road	Dead end	0.70	25
Taylor Drive		Atlanta Road	Old Concord Road	0.45	25
Tayside Crossing		Stanley Road	Cul-de-sac	1.51	25
Teague Drive		Due West Road	Dead end	0.80	25
Tennessee Walker Drive		Shallowford Road	Shallowford Road	0.80	25
Terrell Mill Road		S.R. 3 (Cobb Pkwy.)	Lower Roswell Road	3.50	45
Terrell Mill Road *** <b>SCHOOL ZONE</b> ***	<i>East Cobb Middle School &amp; Brumby Elementary School</i>	80 feet north of Timberstone Hollow Court	480 feet north of Greenwood Trail	0.38	35
Terrydale Drive		Pawnee Drive	Clearwater Drive	0.40	25
Teton Drive		Paces Ferry Road	Cochise Drive	0.30	25
The Exchange		Water Place	North Park Place	0.60	35
Third Army Road		S.R. 3 (Cobb Pkwy.)	Bartow County Line	0.25	35
Third Flag Pkwy.		Six Flags Road	Second Flag Drive	0.50	35
Thornapple Lane		Mars Hill Road	Burnt Hickory Road	1.10	25
Thornhill Drive		Giles Road	Dead end	0.50	25
Thornwood Drive		Ridgewood Creek Drive	Dead end	0.30	25
Tiffany Drive		Powder Springs Road	Fern Valley Drive	0.45	25
Timber Lake Road		McCollum Pkwy.	Wrens Way	0.60	25
Timberland Drive		Hallmark Drive	Hallmark Drive	0.70	25
Timberline Road		Alberta Drive	Dead end	0.80	25
Timber Ridge Road		Lower Roswell Road	S.R. 120	1.50	35

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
			(Roswell Road)		
Timber Ridge Road *** SCHOOL ZONE ***	<i>Timber Ridge Elementary School</i>	0.10 mi. east of S.R. 120 (Roswell Road)	Little Willeo Road	0.20	25
Tisbury Drive		Stilesboro Road	Duxbury Lane	0.35	25
Towne Center Drive		Busbee Pkwy.	Busbee Pkwy.	1.10	35
Town Park Drive		Chastain Road	Busbee Pkwy.	0.70	35
Town Park Lane		Busbee Drive	Town Park Drive	0.50	35
Trail Road		Midway Road	Dead end	0.85	25
Trails End Road		Shallowford Road	Fairhaven Way	0.60	25
Trestle Drive		Floyd Road	Dead end	0.56	25
Trickum Road		Sandy Plains Road	Jamerson Road	3.70	35
Trickum Road *** SCHOOL ZONE ***	<i>Simpson Middle School</i>	40 feet north of Swanson Court	0.30 mi. north of Sandy Plains Road	0.37	25
Trilleck Drive		Pine Mountain Road	Dead end	0.40	25
Tritt Homestead Drive		Post Oak Tritt Road	Dead end	0.40	25
Turner Road		Bells Ferry Road	White Circle	0.95	25
Turnstone Drive		Acworth Due West Road	Dead end	0.60	25
Turtle Lake Club Drive		Somerset Trace	Somerset Trace	0.30	25
Turtle Lake Drive		West Somerset Court	Dead end	0.60	25
Tuscon Way		Beaver Creek Crossing	Overlake Drive	0.35	25
Twin Lakes Way		Twin Lakes Drive	Dead end	0.40	25
Tynemoore Trace		Tynemoore Walk	West Lane Drive	0.32	25
Valley Hill Road		Mack Dobbs Road	Dead end	0.90	25
Valley Reserve Drive		Mossy Rock Road	Mountain Reserve	0.40	25
Valley View Drive		Ridgecrest Drive	Dead end	0.30	25
Valley View Street		Valley View Drive	Dead end	0.55	25
Vandiver Drive		Priscilla Drive	Bridle Path	0.80	25
Vaughn Road		S.R. 3 (Cobb Pkwy.)	Cobb Place Blvd.	1.00	35
Velma Drive		Mary L Trail	Mary L Trail	0.75	25
Verbena Drive		Delphinium Blvd.	Dead end	0.60	25
Villa Chase Drive		S.R. 120 (Roswell Road)	Dead end	0.30	25
Villa Rica Road		S.R. 360 (Macland Road)	Barrett Pkwy.	3.40	45
Villa Rica Way		Barrett Pkwy.	SR 120 (Dallas Hwy.)	0.28	30
Vinings Lake View		Cul-de-sac	Cul-de-sac	0.68	25
Vinings Vintage Circle		Vinings Vintage Drive	Vinings Vintage Drive	0.70	25
Vinings Vintage Drive		Ivey Road	Vinings Vintage Circle	0.28	25
Vinyard Trace		Johnson Ferry Road	Dead end	0.35	25
Wade Green Road		Wooten Lake Road	Cherokee County Line	1.30	40



ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Wade Green Road *** SCHOOL ZONE ***	<i>Pitner Elementary School</i>	145 feet south of Norfolk Drive	30 feet north of Hickory Grove Place	0.50	25
Wade Road		Blair Bridge Road	Flamingo Drive	0.80	25
Waldens Farm Drive		Hill Road	Dead end	0.42	25
Waldrep Circle		S.R. 280 (South Cobb Drive)	S.R. 280 (South Cobb Drive)	0.65	25
Walkabout Creek Court		Giles Road	Dead end	0.30	25
Walker Drive		Sandy Plains Road	Dead end	0.40	25
Walnut Circle		Cherrywood Lane	Birchwood Way	0.90	25
Walnut Way		Favor Road	Birchwood Court	0.25	25
Warren Drive		S.R. 5 (Austell Road)	Flint Hill Road	0.90	25
Watch Tower Approach		Gordon Combs Road	Dead end	0.35	25
Waterford Green Drive		Lower Roswell Road	Waterford Green	0.70	25
Waterfront Drive		Manor House Drive	Johnson Ferry Road	0.30	25
Weatherstone Pkwy.		Hunting Creek Drive	Old Sewell Road	0.90	25
Weaver Street		Camp Highland Road	Daniel Street	0.25	25
Wendwood Drive		Holly Springs Road	Dead end	0.80	25
Wendy Lane		Creek Park Drive	Dead end	0.90	25
Wenlok Trail		Tanbark Court	Bryant Lane	0.70	25
Wentworth Drive		Bells Ferry Road	Dead end	0.50	25
Wesley Chapel Road		Shallowford Road	Sandy Plains Road	2.20	35
Wesley Chapel Road *** SCHOOL ZONE ***	<i>Garrison Mill Elementary School</i>	0.45 mi. south of Sandy Plains Road	0.40 mi. north of Riveridge Drive	0.30	25
Wesley Drive		Clay Road	Dead end	0.50	25
West Atlanta Road		Atlanta Road	Dead end	0.25	35
West Atlanta Street		Atlanta Road	Pearl Street	0.95	35
Westchase Drive		Kensington Drive	Coventry Drive	0.40	25
Westchester Crossing		Mabry Road	Westchester Crossing	1.00	25
West Hampton Drive		Due West Road	Burnt Hickory Road	1.10	25
West Mill Drive		Hadaway Road	Dead end	0.70	25
Westoak Drive		Sawyer Road	1000 feet west of West Oak Pkwy.	0.50	30
Westover Trace		Parkwood Chase	Dead end	0.35	25
West Pointe Drive		Acworth Due West Road	Dead end	0.30	25
West Sandtown Road		S.R. 120 (Dallas Hwy.)	S.R. 360 (Macland Road)	3.75	45

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
West Sandtown Road *** SCHOOL ZONE ***	<i>Dowell Elementary School</i>	600 feet north of S.R. 360 (Macland Road)	300 feet south of Mullins Pass	0.30	25
Westview Cove		Valley View Circle	Dead end	0.30	25
Westview Drive		Westridge Lane	Fairfax Place	0.30	25
Whistle Drive		Floyd Road	Trestle Drive	0.31	25
White Blvd.		Clay Road	Floyd Road	1.00	25
White Cap Road		Jamerson Forest Circle	Ebb Street	0.50	25
White Circle		Old 41 Hwy.	S.R. 3 (Cobb Pkwy.)	0.50	35
White Circle		S.R. 3 (Cobb Pkwy.)	S.R. 3 (Cobb Pkwy.)	1.00	30
Whitehurst Drive		Old Canton Road	Holly Springs Road	0.70	25
White Oak Drive		Smyrna Powder Springs Road	Favor Road	0.35	25
White Road		Factory Shoals Road	Riverside Pkwy.	1.60	35
Whitlock Road		Sandy Plains Road	Private property	0.30	25
Whitt Station Run		Mars Hill Church Road	Dead end	0.50	25
Wigley Road		Jamerson Road	Sandy Plains Road	1.40	45
Wild Cherry Drive		S.R. 8 (Veterans Memorial Hwy.)	Laverte Circle	0.30	25
Wilderness Way		Whitlock Road	Dead end	0.45	25
Wildwood Drive		Harris Road	Dead end	0.35	25
Wildwood Parkway		Powers Ferry Road	Windy Hill Road	.97	30
Wilkie Way		Hamby Road	Wilkie Way	0.50	25
Wilkins Circle		S.R. 360 (Macland Road)	Gus Robinson Road	0.50	25
Willeo Creek Point		River Forest Drive	Dead end	0.60	25
Willowbrook Drive		John Ward Road	Dead end	0.25	25
Willow Creek Drive		Jamerson Road	Cherokee County Line	0.50	25
Willow Glen Drive		Holt Road	Old Orchard Court	0.70	25
Willow Knoll Drive		Columns Drive	Dead end	0.45	25
Willow Point Pkwy.		Lower Roswell Road	Little Willeo Road	1.00	25
Wilshire Drive		John Ward Road	Dead end	0.55	25
Windage Drive		Windage Court	Dead end	0.60	25
Windburn Drive		Shaw Road	Ember Street	0.40	25
Windflower Drive		Cul-de-sac	Cul-de-sac	1.10	25
Windsor Drive		Nickajack Road	Concord Road	0.50	25
Windsor Oaks Circle		Wigley Road	Wigley Road	1.30	25
Windy Hill Road		S.R. 360 (Powder Springs Road/Macland Rd)	S.R. 5 (Austell Road)	1.92	45
Windy Hill Road		S.R. 5 (Austell Road)	Benson Poole Road	1.90	40
Windy Hill Road *** SCHOOL ZONE ***	<i>Milford Elementary School</i>	0.24 mi west of SR 5 (Austell Rd)	0.09 mi east of SR 5 (Austell Road)	0.35	25
Windy Hill Road *** SCHOOL ZONE	<i>Osborne High School</i>	157 feet east of Favor Road	292 feet east of Kennedy Lane	0.17	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
***					
Windy Hill Road		S.R. 3 (Cobb Pkwy.)	Powers Ferry Road	1.40	35
Windy Hill Road		Powers Ferry Road	Wildwood Parkway	0.59	30
Windy Ridge Pkwy.		Powers Ferry Road	S.R. 3 (Cobb Pkwy.)	1.30	35
Wisteria Drive		Brookwood Drive	Floyd Road	0.60	25
Woodberry Circle		Willow Point Pkwy.	East Bank Drive	0.40	25
Wood Creek Drive		Sandy Plains Road	Running Fox Drive	0.40	25
Woodland Brook Drive		Paces Ferry Road	Log Cabin Drive	2.00	35
Woodlawn Drive		Johnson Ferry Road	Paper Mill Road	2.40	35
Woodlawn Drive *** <b>SCHOOL ZONE</b> ***	Dickerson Middle School	Woodlawn Lake Drive	Chestnut Lake Drive	0.30	25
Woodlore Drive		Due West Road	S.R. 92 (Hiram Acworth Hwy.)	0.80	25
Woodmore Drive		Pair Road	Wellborn Way	0.60	25
Wood Park Drive		Kennesaw Due West Road	Pine Mountain Circle	0.30	25
Wood Park Trace		Kennesaw Due West Road	Dead end	0.70	25
Wood Park Way		Wood Park Trace	Pine Mountain Circle	0.45	25
Woodrun Trail		Country Woods Entrance	Country Woods Entrance	0.70	25
Woodstock Road		Baker Road	Cherokee County Line	0.51	35
Woodward Circle		White Blvd.	White Blvd.	0.50	25
Wooten Lake Road		Shiloh Road	Wade Green Road	1.10	35
Worley Drive		Canton Road	Key Street	0.90	25
Wright Road		Corner Road	Poplar Springs Road	1.60	35
Wyndham Lakes Drive		S.R. 92 (Hiram Acworth Hwy.)	Dead end	0.30	25
Wynford Drive		West Sandtown Road	Dead end	0.35	25
Wyntuck Drive		Butterfield Drive	Wyntuck Circle	0.40	25
Zachary Woods Drive		Barrett Pkwy.	Dead end	0.95	25
Zanola Drive		S.R. 8 (Veterans Memorial Hwy.)	Lake Circle	0.30	25
Zelma Street		Favor Road	Sandtown Road	0.30	25

\*\*\* SCHOOL ZONE HOURS ARE EFFECTIVE \*\*\*

A.M. - From 45 minutes prior to commencement time  
to 15 minutes after commencement time-  
SCHOOL DAYS ONLY

P.M. - From 30 minutes prior to dismissal time  
to 30 minutes after dismissal time-  
SCHOOL DAYS ONLY

**\*\*\*\* SCHOOL ZONE HOURS ARE EFFECTIVE \*\*\*\***

*A.M. From 45 minutes prior to the earliest commencement time  
to 15 minutes after the latest commencement time –  
SCHOOL DAYS ONLY*

*P.M. From 30 minutes prior to the earliest dismissal time  
to 30 minutes after the latest dismissal time –  
SCHOOL DAYS ONLY*

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

\_\_\_\_\_  
Chairman, Board of Commissioners

Sworn and Subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
ATTESTED



## Transportation

Erica Parish, Director

District 3

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Item No. 11.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To authorize the advertisement for and conduct of a public hearing for the proposed closure and abandonment of a portion of Wigley Road, located in Land Lots 26, 27, and 47 of the 16th District, 2nd Section, Cobb County, Georgia.

### **BACKGROUND**

OHC Wigley, LLC (OHC) owns property adjacent to a portion of Wigley Road. The property owned by OHC has been approved for the development of a single-family residential subdivision. Public access along this portion of Wigley Road is no longer needed.

The right-of-way on a portion of Wigley Road, adjacent to the OHC property, is required to allow full utilization of their property; therefore, OHC has requested the County close and abandon a portion of the public right-of-way on Wigley Road, as this section no longer serves a public purpose.

In accordance with O.C.G.A §32-7-2, a public hearing must be held prior to the closing and abandonment of a public street. The District Commissioner is aware of this request.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

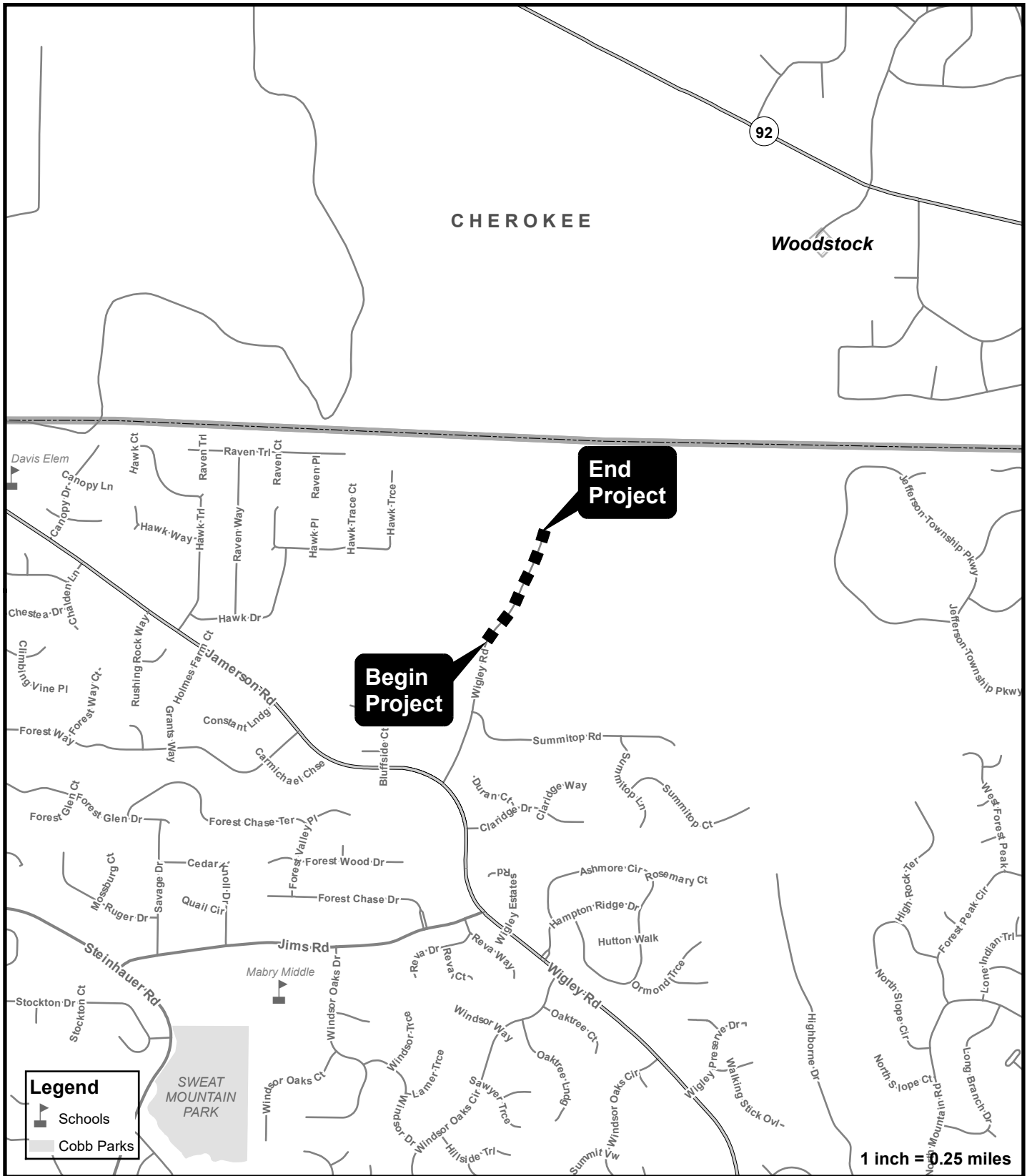
### **RECOMMENDATION**

The Board of Commissioners authorize the advertisement for and conduct of a public hearing for the proposed closure and abandonment of a portion of Wigley Road, located in Land Lots 26, 27, and 47 of the 16th District, 2nd Section, Cobb County, Georgia.

**ATTACHMENTS**

1. Location Map

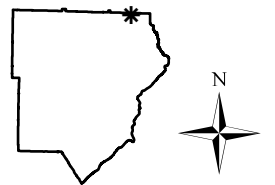
# LOCATION MAP



Department of Transportation

**PROJECT:**  
Wigley Road Abandonment

DATE: September 10, 2019



Notes: Commission District 3



## Transportation

Erica Parish, Director

District 3

Item No. 12.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve Project No. T080-TO#02 to the 2018 Master Task Order Contract with Kimley-Horn and Associates, Inc., for engineering design services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations, Phase 4, CCDOT Contract No. 001319.

### **BACKGROUND**

The existing bus fueling station and bus wash facility were constructed at the Cobb Community Transit (now known as CobbLinc) Maintenance Facility on Commerce Park Drive in 2002. Outdated technology has become an ongoing maintenance issue at these facilities, creating environmental, safety, and security hazards.

This renovation project consists of upgrades and improvements to the existing fuel island and bus wash facility to meet the Transit Division's growing needs and increased public transportation service levels. Upgraded technology will address existing safety, security, and environmental concerns, and will also contribute to reducing overall annual operating costs.

On March 24, 2015, the Board of Commissioners approved Project No. 4826-TO#01 to the 2014 Master Task Order Contract with Kimley-Horn and Associates, Inc., in an amount not to exceed \$232,035.70, for Phase 1 of CobbLinc Bus Fueling Station and Bus Wash Facility Renovations.

On August 11, 2015, the Board approved Project No. 4826-TO#02 to the 2014 Master Task Order Contract with Kimley-Horn and Associates, Inc., in an amount not to exceed \$332,582.00, for Phase 2 of CobbLinc Bus Fueling Station and Bus Wash Facility Renovations.

On January 10, 2017, the Board approved a contract with Cooper and Company General Contractors, Inc. (Cooper and Company), in an amount not to exceed \$6,000.00, for Construction Manager at Risk (CMAR) preconstruction services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations. Additionally, the agenda item specified that upon completion of the preconstruction services, the Department would present an agenda item requesting approval of construction services with Cooper and Company, pending a negotiated Guaranteed Maximum Price.



On May 8, 2018, the Board approved a contract with Cooper and Company, in an amount not to exceed \$5,374,864.00, for CMAR construction services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations.

On May 22, 2018, the Board approved the 2018 Master Task Order Contracts. Kimley-Horn and Associates, Inc., was approved for Transit Services.

On August 28, 2018, the Board approved Project No. T079-TO#01 (formally known as Project No. 4826) to the 2018 Master Task Order Contract with Kimley-Horn and Associates, Inc., in an amount not to exceed \$98,743.00, for Phase 3 of CobbLinc Bus Fueling Station and Bus Wash Facility Renovations.

On June 25, 2019, the Board approved Change Order No. 1 with Cooper and Company, in an amount not to exceed \$406,208.59, for additional CMAR construction services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations.

As construction nears completion, additional engineering design support services are required. CobbLinc Bus Fueling Station and Bus Wash Facility Renovations, Phase 4, will consist of engineering design support through construction completion and project close out. This support will include coordinating meetings, compiling and reviewing all final documents, and close out of the construction project. Additionally, all final submittals of the contractor will be vetted for Federal Transit Administration compliance.

Project No. T080-TO#02 to the 2018 Master Task Order Contract with Kimley-Horn and Associates, Inc., in an amount not to exceed \$84,500.00, is requested for final design services required for the CobbLinc Bus Fueling Station and Bus Wash Facility Renovations project. Federal funding for 80 percent of the total cost, in an amount not to exceed \$67,600.00, is available in existing Federal Transit Administration grants. The required 20 percent local match, in an amount not to exceed \$16,900.00, is available in the approved Transit Grant Fund budget.

**IMPACT STATEMENT**

N/A

**FUNDING**

Federal and local match funding is available in the approved Transit Grant Fund, with the following budget transfer:

Transfer from:	203-050-T080-T080-8005	Preliminary Estimate	\$84,500.00
Transfer to:	203-050-T080-T080-8033	Prof. Svcs. - Site Planning & Design	\$84,500.00

**RECOMMENDATION**

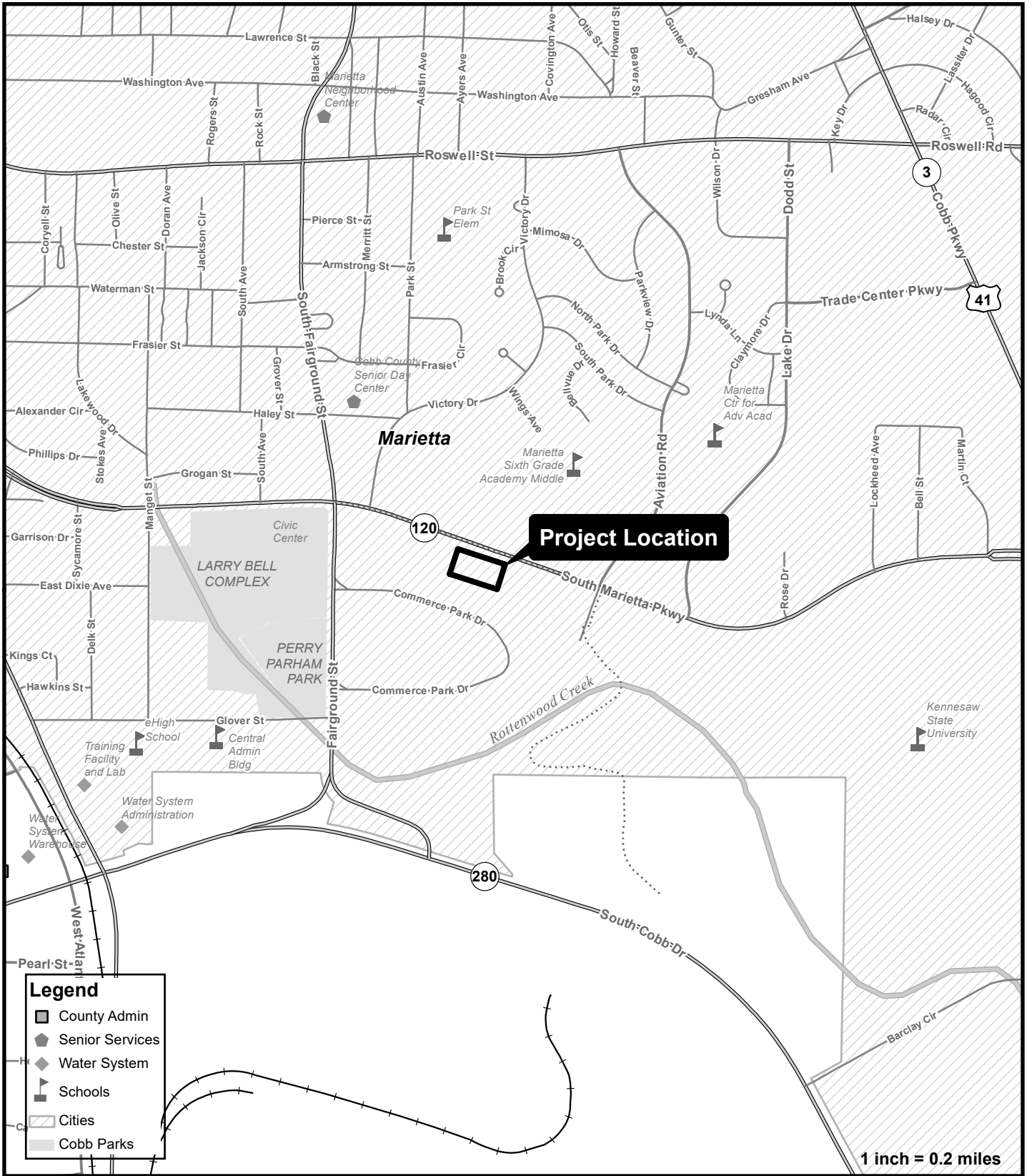
The Board of Commissioners approve Project No. T080-TO#02 to the 2018 Master Task Order Contract with Kimley-Horn and Associates, Inc., in an amount not to exceed \$84,500.00, for engineering design services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations, Phase 4, CCDOT Contract No. 001319; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary

documents.

## **ATTACHMENTS**

1. Location Map

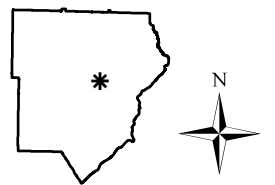
# LOCATION MAP



Department of Transportation

**PROJECT:**  
CobbLinc Bus Fueling Station and Bus Wash  
Facility Renovations

DATE: September 10, 2019



Notes: Commission District 3



## Transportation

Erica Parish, Director

Districts All

Item No. 13.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve the Fourth Amendment to the Intergovernmental Agreement with the State Road and Tollway Authority relating to the Land Public Transportation System and Land Public Transportation Projects for the operation of the Xpress service.

### **BACKGROUND**

On March 26, 2002, the Board of Commissioners approved an Intergovernmental Agreement (IGA) with the Georgia Regional Transportation Authority (GRTA) for arterial road improvement projects and regional express bus service. Per the terms of the IGA, the State Road and Tollway Authority (SRTA) provided GRTA funds to implement arterial road improvement projects, and the County provided funding to GRTA to assist in the implementation of regional bus service.

On December 9, 2014, the Board approved an IGA with GRTA for the continued operation of the Cobb County portion of the regional express bus service known as Xpress. This IGA terminated on June 30, 2016.

On January 10, 2017, the Board approved an IGA with GRTA for the continued operation of Xpress, retroactive to July 1, 2016. This IGA terminated on June 30, 2017.

Effective July 1, 2017, GRTA assigned the IGA with Cobb County, as amended, to SRTA.

On February 27, 2018, the Board approved the Reinstatement and Second Amendment to the IGA assigned to SRTA for the continued operation of Xpress, retroactive to July 1, 2017. This IGA terminated on June 30, 2018.

On June 26, 2018, the Board approved the Third Amendment to the IGA assigned to SRTA for the continued operation of Xpress. This IGA terminated on June 30, 2019.

The County and SRTA have been working together to develop a multi-year agreement for the continued operation of Xpress by CobbLinc, thereby eliminating the need to amend the original IGA on an annual basis.

Development has taken longer than anticipated; therefore, it is necessary to enter into a Fourth Amendment to the IGA since the Third Amendment has terminated. The Department recommends extension of the current IGA with SRTA for the continued operation of Xpress, retroactive from July 1, 2019, through December 31, 2019. The intent of this amended IGA is to provide for the appropriate use, continuing control, and compliance with federal rules and regulations for the facilities and equipment that have been acquired by SRTA with Federal Transit Administration Grant funds.

During this period, SRTA may, in its sole discretion, assign its right, responsibility, and interest in and to this IGA to the Atlanta-region Transit Link Authority.

Per terms of the Fourth Amendment, the current IGA with SRTA will be extended for a period of only six months, as the County and SRTA finalize development of a multi-year agreement for the continued operation of Xpress by CobbLinc.

The Fourth Amendment to the Intergovernmental Agreement with SRTA has been reviewed by the County Attorney's Office.

#### **IMPACT STATEMENT**

N/A

#### **FUNDING**

N/A

#### **RECOMMENDATION**

The Board of Commissioners approve the Fourth Amendment to the Intergovernmental Agreement with SRTA relating to the Land Public Transportation System and Land Public Transportation Projects for the operation of the Xpress service, for the period of July 1, 2019, through December 31, 2019; and authorize the Chairman to execute the necessary documents, in form substantially similar to that attached and as approved by the County Attorney's Office.

#### **ATTACHMENTS**

1. Fourth Amendment to the Intergovernmental Agreement with the State Road and Tollway Authority

**FOURTH AMENDMENT  
to the  
INTERGOVERNMENTAL AGREEMENT  
RELATING TO THE OPERATION FOR THE LAND PUBLIC TRANSPORTATION  
SYSTEM**

**THIS FOURTH AMENDMENT** to the March 23, 2015, INTERGOVERNMENTAL AGREEMENT RELATING TO THE OPERATION FOR THE LAND PUBLIC TRANSPORTATION SYSTEM (hereafter referred to as the “FOURTH AMENDMENT”), is effective as of July 1, 2019 ( “Fourth Amendment Effective Date”), between the STATE ROAD AND TOLLWAY AUTHORITY (“SRTA”), a public authority of the State of Georgia and COBB COUNTY (hereinafter referred to as the “COUNTY”), a COUNTY of the State of Georgia (hereinafter collectively, the “Parties”).

WITNESSETH

**WHEREAS**, the Georgia Regional Transportation Authority (“GRTA”) and the COUNTY entered into an INTERGOVERNMENTAL AGREEMENT RELATING TO LAND PUBLIC TRANSPORTATION SYSTEMS AND LAND TRANSPORTATION PROJECTS, dated March 23, 2015, for the purpose of implementing a Land Public Transportation System and Land Public Transportation Projects for the operation of the Xpress service (the “SECOND OPERATING AGREEMENT”); and

**WHEREAS**, GRTA and the COUNTY entered into a First Amendment to the SECOND OPERATING AGREEMENT on July 1, 2016; and

**WHEREAS**, effective July 1, 2017, GRTA assigned to SRTA the SECOND OPERATING AGREEMENT, as amended; and

**WHEREAS**, SRTA and the COUNTY entered into a Reinstatement and Second Amendment to the SECOND OPERATING AGREEMENT on July 1, 2017; and

**WHEREAS**, SRTA and the COUNTY entered into the Third Amendment to the SECOND OPERATING AGREEMENT on July 1, 2018; and

**WHEREAS**, SRTA and the COUNTY wish to amend the SECOND OPERATING AGREEMENT for the operation of Xpress service for an additional six (6) month period and as set forth more fully in this FOURTH AMENDMENT.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Parties agree as follows:

- A. Pursuant to **Section 6.2 (Term)** of the OPERATING AGREEMENT, the Parties agree to amend the Term for an additional six (6) month period, beginning July 1, 2019, and ending at midnight on December 31, 2019.
- B. Section 4.3 (Maximum Compensation) of the OPERATING AGREEMENT shall be amended as follows:

**4.3 Maximum Compensation.** The total maximum compensation for the OPERATING AGREEMENT is Thirteen Million Five Hundred and Fifty-Seven Thousand Four Hundred and Sixteen Dollars and Ninety-Four Cents (\$13,557,416.94). In no event shall compensation exceed this amount without amending the Agreement.

- C. Attachment A of the Agreement shall be amended to add a new Attachment A-2, for the six month Term during FY 20, which is attached hereto and incorporated herein.
- D. All other terms and conditions of the SECOND OPERATING AGREEMENT, as amended, not otherwise amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF**, SRTA and the COUNTY have hereunto executed this **FOURTH AMENDMENT** and affixed their seals through their duly authorized representatives, who have been first authorized to do so as of the Fourth Amendment Effective Date.

STATE ROAD AND TOLLWAY  
AUTHORITY

By: \_\_\_\_\_  
SRTA Executive Director

ATTEST:

\_\_\_\_\_  
BY:

APPROVED AS TO FORM BY:

\_\_\_\_\_  
SRTA General Counsel

COBB COUNTY

By: \_\_\_\_\_  
Chairman, Cobb County  
Board of Commissioners

APPROVED AS TO FORM BY:

\_\_\_\_\_  
County Attorney

Attest: \_\_\_\_\_  
County Clerk

ATTACHMENT A-2

	<b>FY 2020 (July 2019 to Dec 2019)</b>
Daily Revenue Hours	111.5
Operational Days	125
Total Revenue Hours	13,937.5
<b><u>Cost and Revenue Estimates</u></b>	
General Administration Fixed	\$ 214,534.09
Vehicle Operations Fixed	\$ 56,907.28
Vehicle Maintenance Fixed	\$ 38,641.18
General Administration Variable	\$ 76,061.20
Vehicle Operations Variable	\$ 716,593.72
Vehicle Maintenance Variable	\$ 240,874.91
Fuel Expense Estimate	\$ 376,098.05
XPRESS FIXED ROUTE SERVICE COSTS	\$ 1,719,710.45
Fare Revenue Estimate	\$ 182,197.69
Liquidated Damages	\$ 0
NET OPERATING COST ESTIMATE	\$ 1,537,512.75
Notes:	
Fixed Rate per Revenue Hour	\$ 22.31
Variable Rate per Revenue Hour	\$ 71.37
Total per Revenue Hour Cost	\$ 93.68





## Transportation

Erica Parish, Director

District 3

---

Item No. 14.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve a Right-Of-Way Maintenance Agreement with the Town Center Community Improvement District for one-time maintenance repairs on sections of Chastain Road and George Busbee Parkway.

### **BACKGROUND**

Town Center Community Improvement District (TCCID) has raised concerns regarding the appearance of the stamped concrete medians and shoulders on County right-of-way on Chastain Road, from Big Shanty Road to Chastain Lakes Drive, and on George Busbee Parkway, from Chastain Road to Big Shanty Road. The TCCID desires to perform a one-time maintenance repair of the stamped concrete medians and shoulders along these specific sections of roadway; therefore, a Right-Of-Way Maintenance Agreement (MA) with the TCCID will be required.

Per terms of the MA, the TCCID will fund 100 percent of all costs, fees, expenses, and other charges related to the maintenance repair work of the stamped concrete medians and shoulders on the identified sections of Chastain Road and George Busbee Parkway. The County will be responsible for oversight and inspection of the maintenance repair work performed by the TCCID.

In addition, the TCCID agrees to fund 100 percent of all costs associated with field inspection and oversight of maintenance activities incurred by the County, in amount not to exceed \$1,800.00, to ensure compliance with County standards, procedures, specifications and guidelines.

The Right-Of-Way MA with the TCCID has been reviewed by the County Attorney's Office. The TCCID Board approved this MA at their last monthly meeting held on August 27, 2019.

### **IMPACT STATEMENT**

N/A

**FUNDING**

N/A

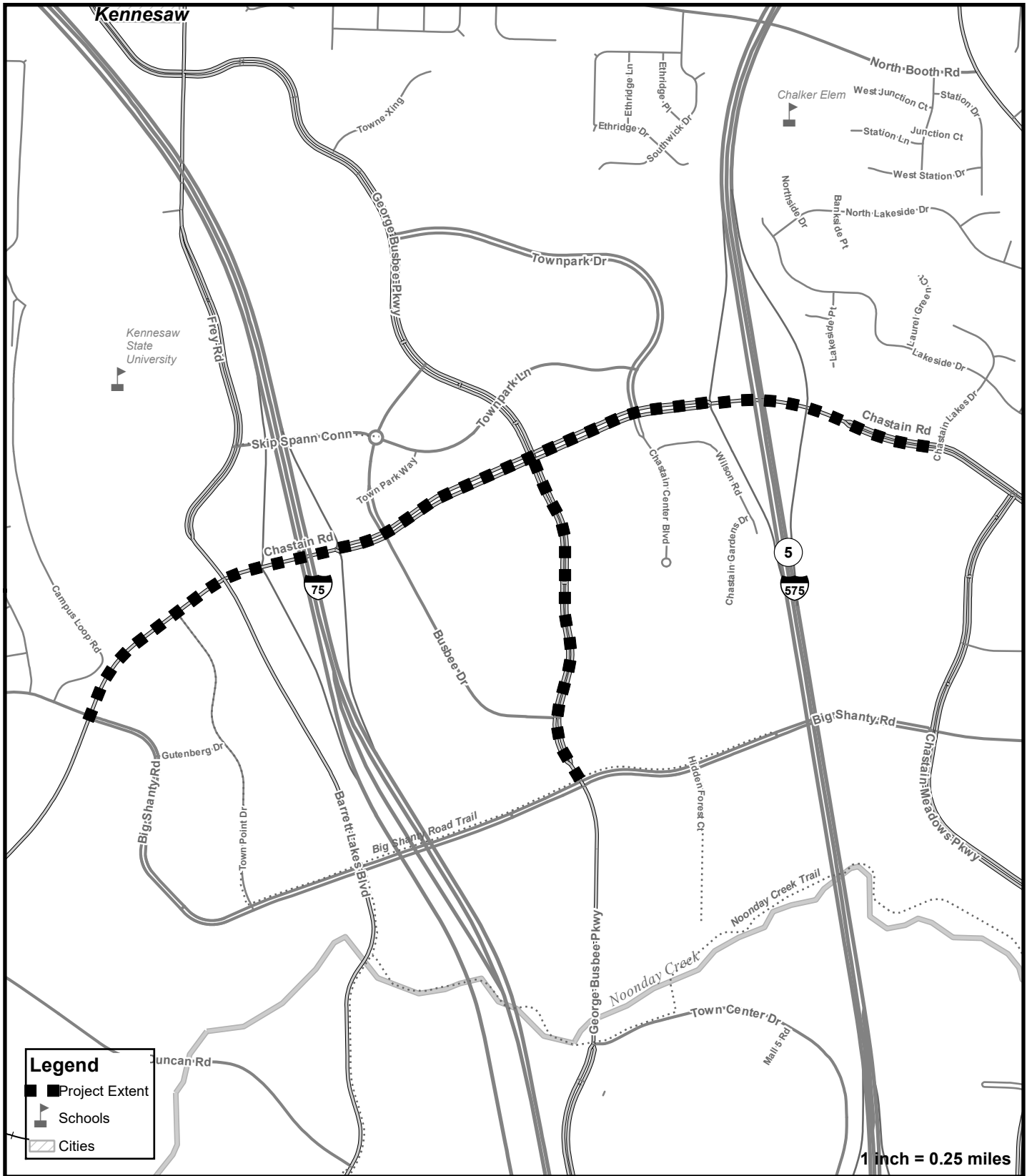
**RECOMMENDATION**

The Board of Commissions approve a Right-Of-Way Maintenance Agreement with the Town Center Community Improvement District for one-time maintenance repairs on sections of Chastain Road and George Busbee Parkway; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map
2. Right-Of-Way Maintenance Agreement with Town Center Community Improvement District

# LOCATION MAP



Department of Transportation

**PROJECT:**  
Town Center Community Improvement District  
Maintenance Agreement

DATE: September 10, 2019



Notes: Commission District 3

**RIGHT-OF-WAY MAINTENANCE AGREEMENT**

This Maintenance Agreement (the “Agreement”) is made and entered into on the Effective Date, as defined herein, by and between **TOWN CENTER COMMUNITY IMPROVEMENT DISTRICT** (“TCCID”) a community improvement district duly organized and existing under the provisions of Article IX, Section VII of the 1983 Constitution of the State of Georgia, and **COBB COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“COUNTY”), for the purpose of allowing TCCID to perform a one-time maintenance repair of stamped concrete medians and shoulders within the COUNTY’s right-of-way located on Chastain Road (from Big Shanty Road to Chastain Lakes Drive) and George Busbee Parkway (from Chastain Road to Big Shanty Road). The TCCID and the COUNTY may be referred to singularly as “Party” or jointly as “Parties”.

**WITNESSETH:**

**WHEREAS**, the County is the owner of right-of-way located on Chastain Road (from Big Shanty Road to Chastain Lakes Drive) and George Busbee Parkway (from Chastain Road to Big Shanty Road) hereinafter referred to as the “PROPERTY” and shown on the drawing attached hereto as **Exhibit “A”**; and

**WHEREAS**, the TCCID has raised concerns regarding the appearance of the stamped concrete medians and shoulders on the PROPERTY and has indicated the desire to make improvements to the PROPERTY through the performance of maintenance work, as shown on the drawing attached hereto as **Exhibit “A”**; and

**WHEREAS**, the COUNTY, in order to satisfy the concerns of the TCCID, has agreed to allow for the TCCID to make said improvements to the PROPERTY; and

**WHEREAS**, the parties desire to enter into this Agreement to establish the duties and costs of the improvements to the PROPERTY.

**NOW THEREFORE**, in consideration of the mutual agreement contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the parties hereto that:

**I. Responsibilities**. The Parties agree to the following roles and responsibilities related to the maintenance of the PROPERTY.

**A. TCCID Responsibilities**

1. The TCCID shall perform maintenance work to include the pressure washing, repainting and resealing of stamped concrete medians and shoulders within the PROPERTY (the “WORK”).
2. The red stamped concrete medians and stamped concrete shoulders shall be repainted and resealed in kind using the color red (in a color pre-approved by the COUNTY).

3. The WORK is to be performed by the TCCID once and is not ongoing.
4. The TCCID will fund (100%) of all costs, fees, expenses or other charges related to the WORK.
5. The TCCID shall fund (100%) of all field inspection oversight costs performed by the County, in an amount not to exceed one-thousand eight-hundred dollars (\$1,800.00), to ensure compliance with the COUNTY's standards, procedures, specifications and guidelines. Invoices submitted by the COUNTY shall be paid within thirty (30) days of receipt.
6. The TCCID shall follow the COUNTY's requirements, standards, procedures, specifications, guidelines, and obtain all necessary permits to complete the WORK.

**B. COUNTY Responsibilities**

1. Subject to the terms and conditions set forth in this Agreement, and upon execution of this Agreement, the COUNTY grants the right to the TCCID to perform the WORK on the PROPERTY.
2. The COUNTY shall oversee and inspect the WORK.

**II. Commencement Date and Term.** This Agreement shall take effect upon the date the last party hereto executes it ("Effective Date") and shall conclude within forty-five (45) days of issuance of Notice to Proceed or the date on which the TCCID or the COUNTY decide that the WORK will not be performed.

**III. Failure to Perform.** In the event TCCID fails to perform the WORK or other obligations under this Agreement, the COUNTY may, upon not less than thirty (30) days written notice, at the COUNTY's sole option, terminate this Agreement.

**IV. Insurance.** The TCCID shall require their contractor performing the WORK (the "Contractor") to procure and maintain for the duration of this Agreement, general liability and other appropriate and usual insurance prior to any activity and/or construction on or near the COUNTY's right-of-way with coverage limits of not less than:

*General liability:* \$250,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage including products/complete operations coverage.

*Automobile liability:* \$100,000.00 combined single limit per accident for bodily injury and property damage, when applicable.

*Workers' compensation and employer's liability:* workers' compensation limits as required by the Labor Code of the State of Georgia and Employers Liability limits of \$100,000.00 per accident.

Said policies to cover and include Cobb County, Georgia, its elected officials, appointed officials, employees, volunteers and agents as additional insureds. Any rights of subrogation or recovery will be waived in favor of Cobb County. The Contractor's insurance shall be primary insurance. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or

volunteer shall be in excess of and secondary to the Contractor's insurance and shall not contribute to it. Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced except after thirty-day prior written notice by certified mail has been given to the COUNTY. Insurance is to be placed with insurers with a Best's rating of no less than AA or otherwise acceptable to the COUNTY. TCCID shall furnish the COUNTY with certificates of insurance and with written endorsements required by this clause, and the COUNTY reserves the right to require complete copies of all required insurance policies at any time.

**V. Indemnification.** TCCID and the Contractor shall agree to indemnify and hold harmless Cobb County, Georgia, and all of its respective officers, employees and directors (collectively referred to in this section as the "COUNTY") from and against any and all claims, demands, liabilities, losses, cost of expenses, including attorney's fees, and from the payment of any sum or sums of money to any persons whatsoever (including third persons or subcontractors, employees or agents of the undersigned or of the COUNTY), for any loss due to personal injury, bodily injury, death, or property damage arising out of, attributable to, or resulting from or in any way attributable to the WORK or the TCCID's use of the right-of-way; or due to any violation of this Agreement by TCCID or the Contractor, or due to the application or violation of any pertinent Federal, State, or local law, rule or regulation in connection with this Agreement. If and to the extent such damage or loss covered by this indemnification is paid from COUNTY self-insured funds (the "County Funds") established and maintained by the COUNTY, TCCID agrees to reimburse the COUNTY for such monies paid out by the County Funds. TCCID acknowledges that the activities associated with the WORK may impact sight distance, and that the COUNTY makes no warranty, express or implied, concerning sight distance or other engineering considerations involved with the WORK on the right-of-way. TCCID further acknowledges that the COUNTY has relied upon the representations made by TCCID, including TCCID's representations that all conditions of the Agreement shall be met and that TCCID shall meet all DOT specifications, as well as all relevant Federal, State and local laws, rules or regulations in the activities authorized. This indemnification shall apply where the COUNTY may be partially responsible for the situation giving rise to the claim.

**VI. Transferability.** This Agreement may not be transferred or assigned to any other party.

**VII. Notice.** Whenever any notice, demand, or request is required or permitted hereunder, such notice, demand, or request shall be in writing and deemed properly sent and given (a) upon hand delivery to the addressee, (b) five (5) days after deposit into the United States mail, postage prepaid, certified mail, return receipt requested, or (c) one (1) day after delivery to the United States Postal Service Express Mail or similar reputable overnight courier or delivery service. All notices shall be addressed to the parties as follows:

TCCID: Tracy Styf, Executive Director  
Town Center Community Improvement District  
1701 Barrett Lakes Boulevard, Suite 200  
Kennesaw, Georgia 20144  
Email: [tracy@towncentercid.com](mailto:tracy@towncentercid.com)

COUNTY: Erica Parish, Transportation Agency Director  
Cobb County Department of Transportation  
1890 County Services Parkway  
Marietta, Georgia 30008  
E-mail: [Erica.Parish@cobbcounty.org](mailto:Erica.Parish@cobbcounty.org)

With copy to: Rob Hosack, County Manager  
100 Cherokee Street  
Marietta, GA 30090

If the last day of either of the time periods specified in (b) or (c) falls on other than a business day, such time period shall be extended until and through the next business day. Either party may change the address receipt of future notices or other communications in accordance with the terms of this provision.

**VIII. Time Is of The Essence.** Time is of the essence in the performance of any obligations set forth in this Agreement.

**IX. Amendments.** No amendment to this Agreement shall be binding on either party until such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

**X. Governing Law.** The laws of the State of Georgia shall govern the construction, interpretation and enforcement of this Agreement and its provisions. The parties shall bring any action at law or in equity related to this Agreement and/or to construe, interpret or enforce the provisions hereof in the Superior Court of Cobb County, Georgia, or the United States District Court for the Northern District of Georgia, as applicable.

(signatures on next page)

**IN WITNESS WHEREOF**, TCCID and the COUNTY have caused this Agreement to be executed on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

Signed, sealed and delivered in the presence of:

**COBB COUNTY, GEORGIA**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Michael H. Boyce  
Title: Cobb County Board of Commissioners

\_\_\_\_\_  
Notary Public

Attest:

(Notary Seal)

\_\_\_\_\_  
County Clerk

(COUNTY SEAL)

Signed, sealed and delivered in the presence of:

**TOWN CENTER COMMUNITY IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Witness

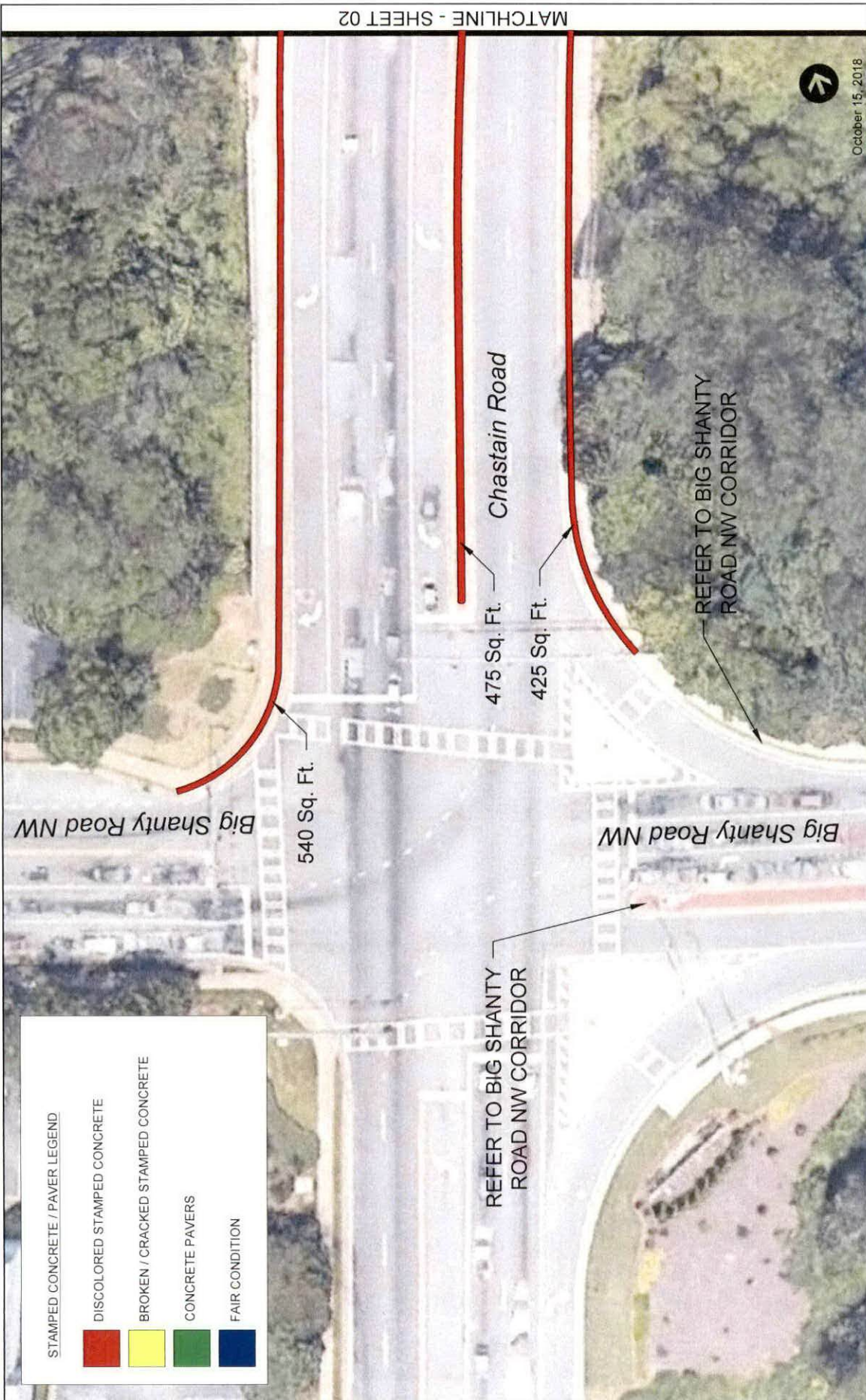
\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(Notary Seal)



EXHIBIT A  
Location Maps



MATCHLINE - SHEET 02

October 15, 2018

SHEET NO. 01



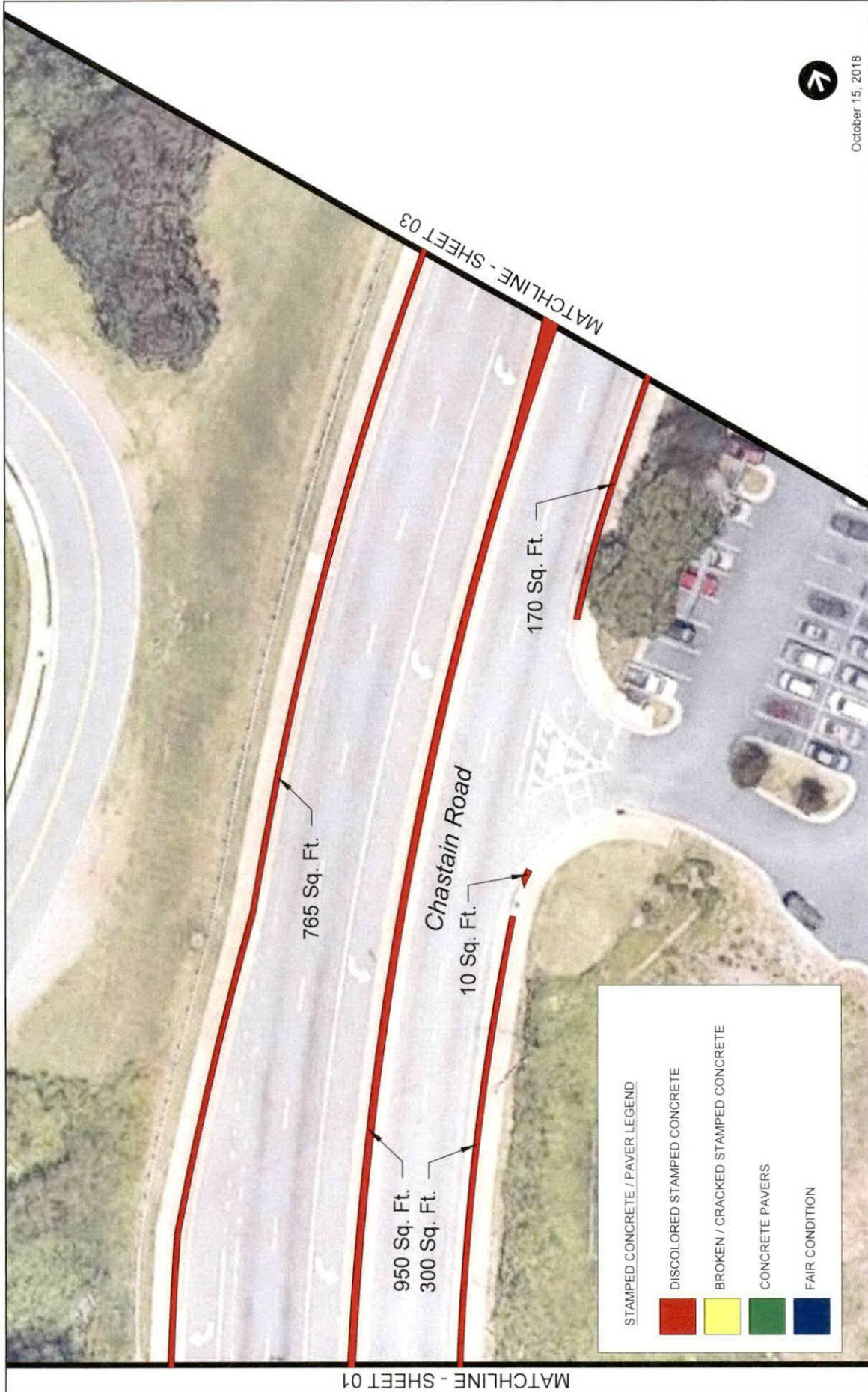
CHASTAIN ROAD CORRIDOR

STAMPED CONCRETE / PAVER LEGEND	
	DISCOLORED STAMPED CONCRETE
	BROKEN / CRACKED STAMPED CONCRETE
	CONCRETE PAVERS
	FAIR CONDITION

Stamped Concrete Inventory

*This site plan is conceptual in nature and subject to change without notice.*





MATCHLINE - SHEET 01

MATCHLINE - SHEET 03

**STAMPED CONCRETE / PAVER LEGEND**

<span style="color: red;">■</span>	DISCOLORED STAMPED CONCRETE
<span style="color: yellow;">■</span>	BROKEN / CRACKED STAMPED CONCRETE
<span style="color: green;">■</span>	CONCRETE PAVERS
<span style="color: blue;">■</span>	FAIR CONDITION



**Stamped Concrete Inventory**  
*This site plan is conceptual in nature and subject to change without notice.*

**CHASTAIN ROAD CORRIDOR**

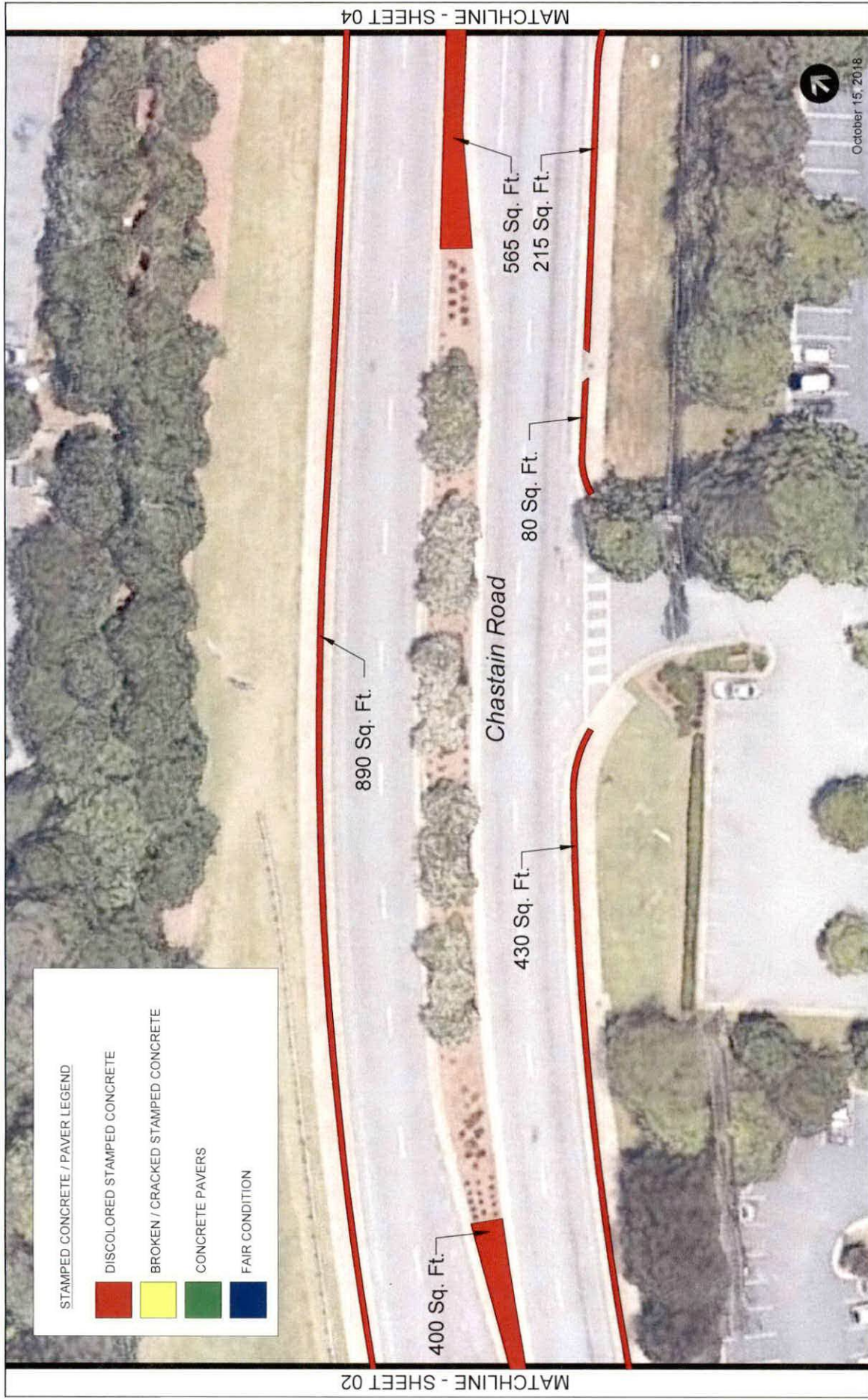


October 15, 2018



SHEET NO. 02





STAMPED CONCRETE / PAVER LEGEND

<span style="color: red;">■</span>	DISCOLORED STAMPED CONCRETE
<span style="color: yellow;">■</span>	BROKEN / CRACKED STAMPED CONCRETE
<span style="color: green;">■</span>	CONCRETE PAVERS
<span style="color: blue;">■</span>	FAIR CONDITION

MATCHLINE - SHEET 04

MATCHLINE - SHEET 02

October 15, 2018



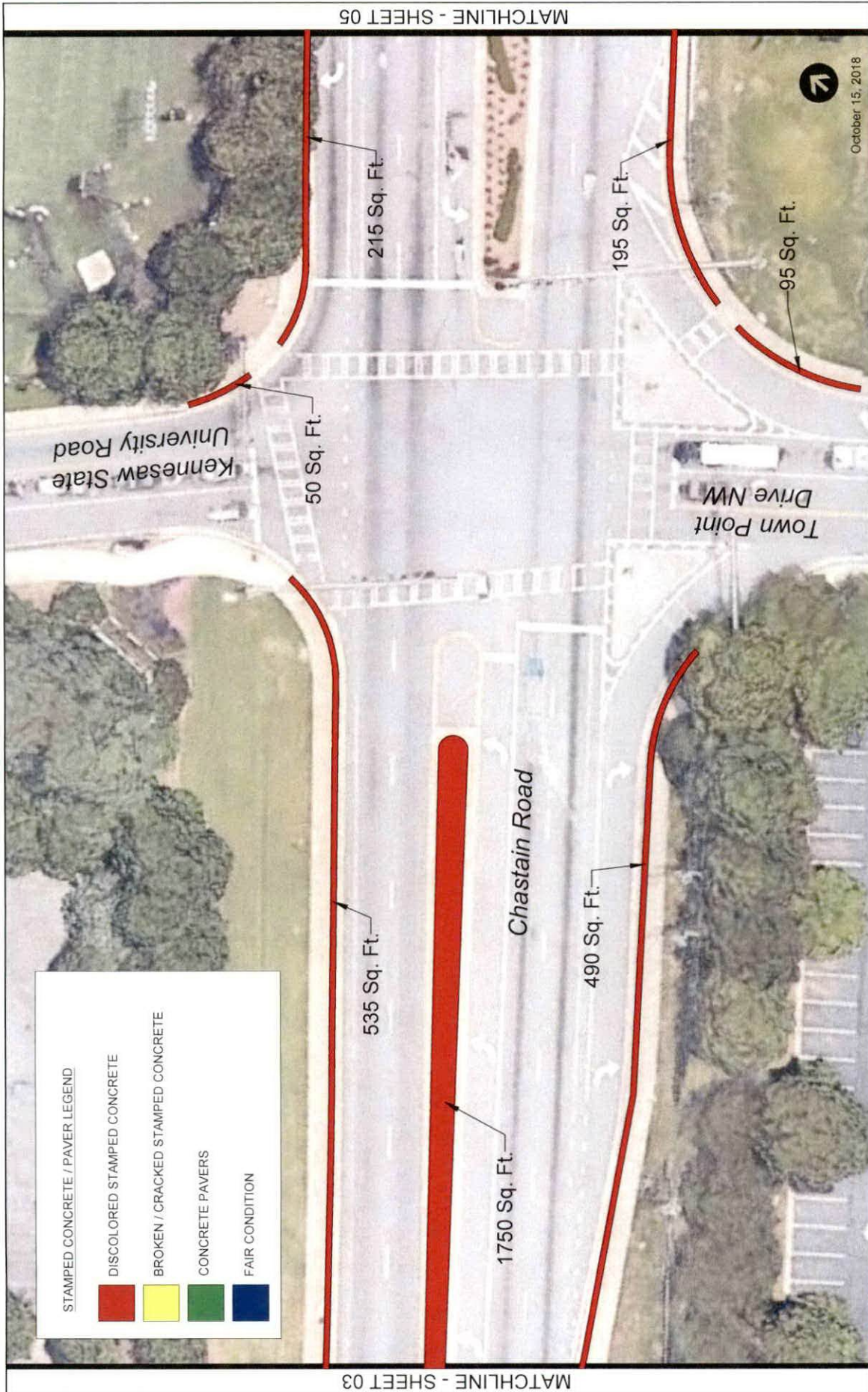
SHEET NO. 03



CHASTAIN ROAD CORRIDOR

Stamped Concrete Inventory  
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MATCHLINE - SHEET 05

MATCHLINE - SHEET 03

October 15, 2018

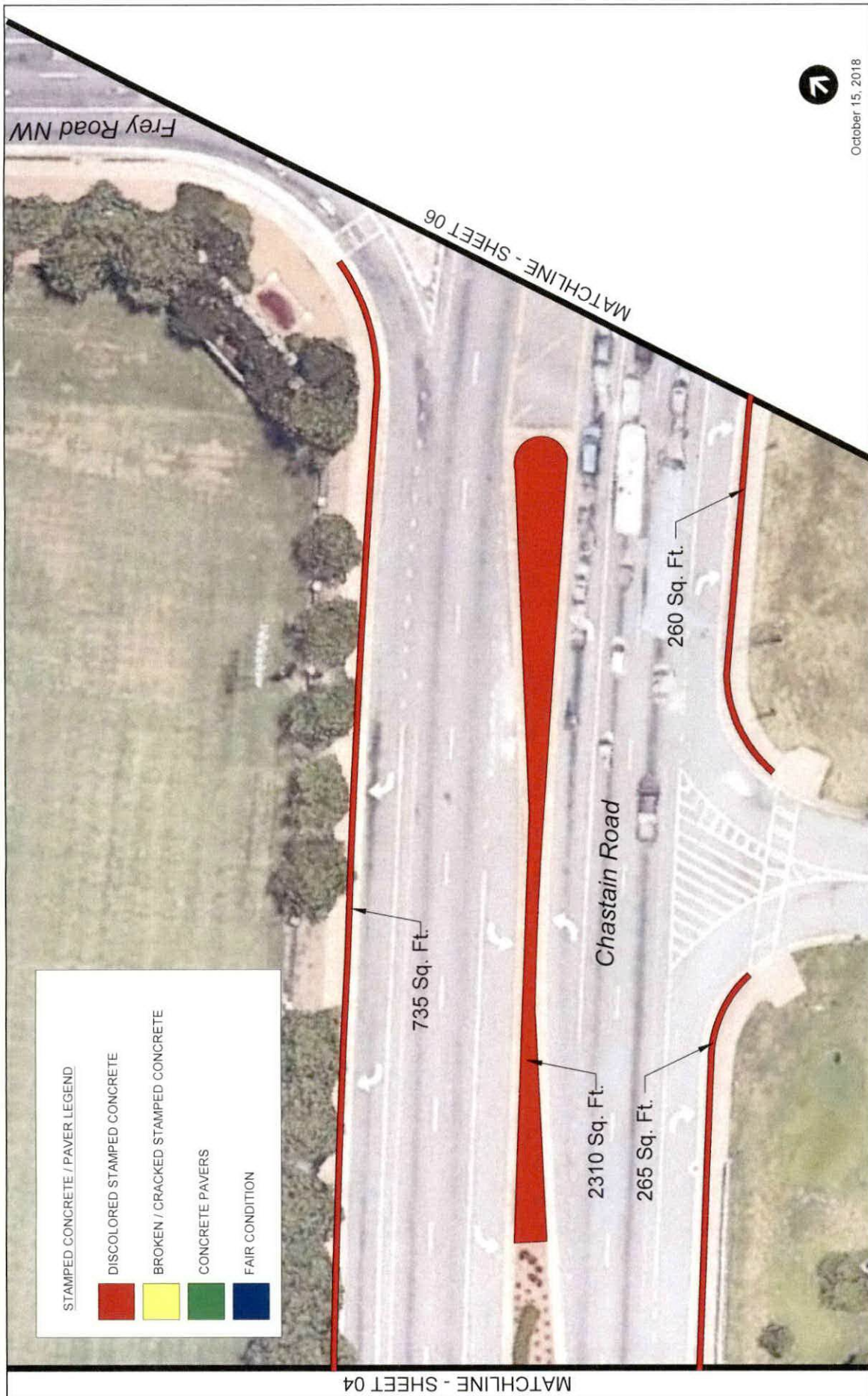
SHEET NO. 04



CHASTAIN ROAD CORRIDOR

Stamped Concrete Inventory  
*This site plan is conceptual in nature and subject to change without notice.*





MATCHLINE - SHEET 04

MATCHLINE - SHEET 06

October 15, 2018

ATKINS

SHEET NO. 05

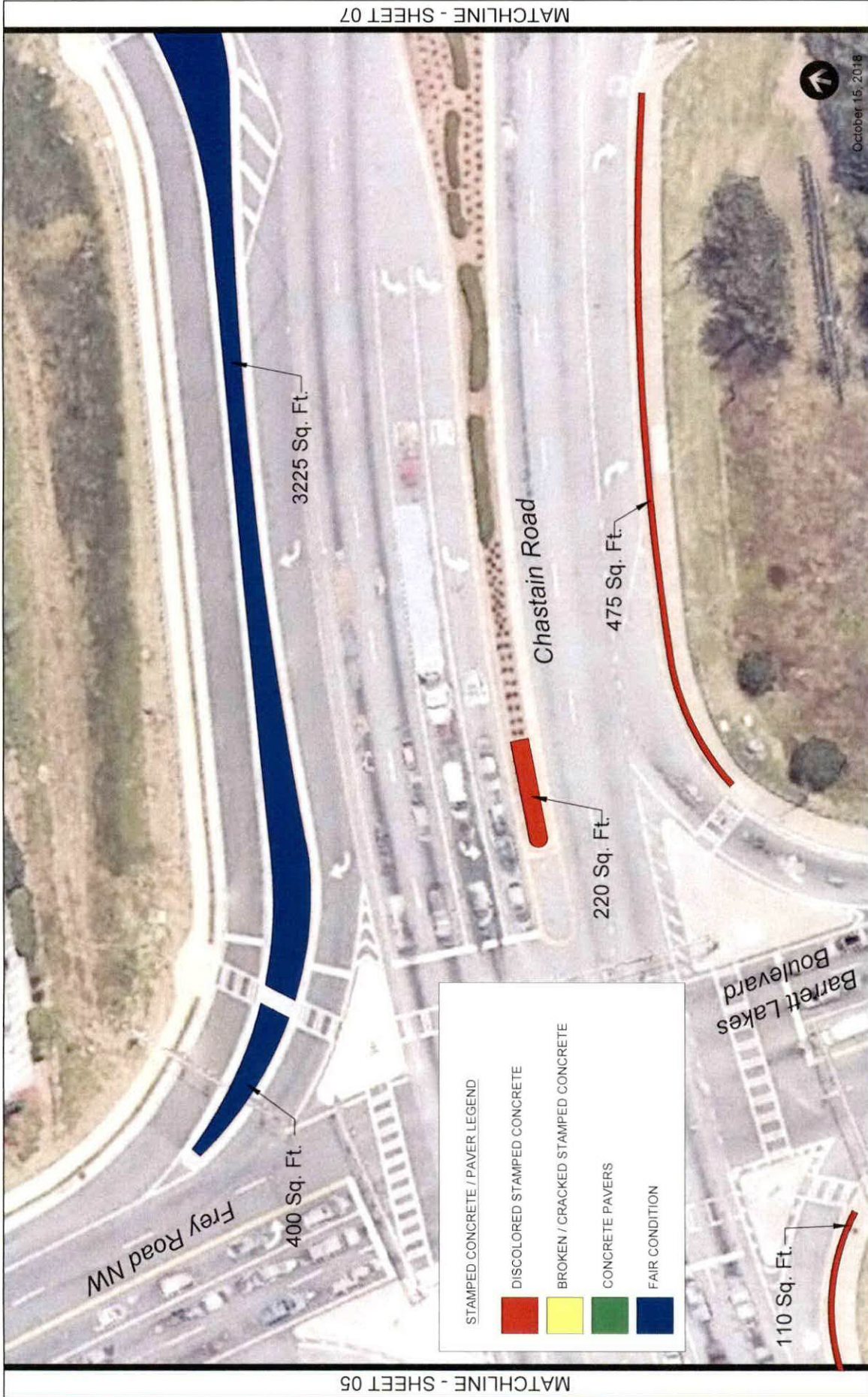
CHASTAIN ROAD CORRIDOR

Stamped Concrete Inventory

This site plan is conceptual in nature and subject to change without notice.

TOWN CENTER COMMUNITY IMPROVEMENT DISTRICT

0 30' 60'  
SCALE: 1"=30'



October 15, 2018

**ATKINS**

CHASTAIN ROAD CORRIDOR

Stamped Concrete Inventory

This site plan is conceptual in nature and subject to change without notice.

**TOWN CENTER**  
COMMUNITY IMPROVEMENT DISTRICT

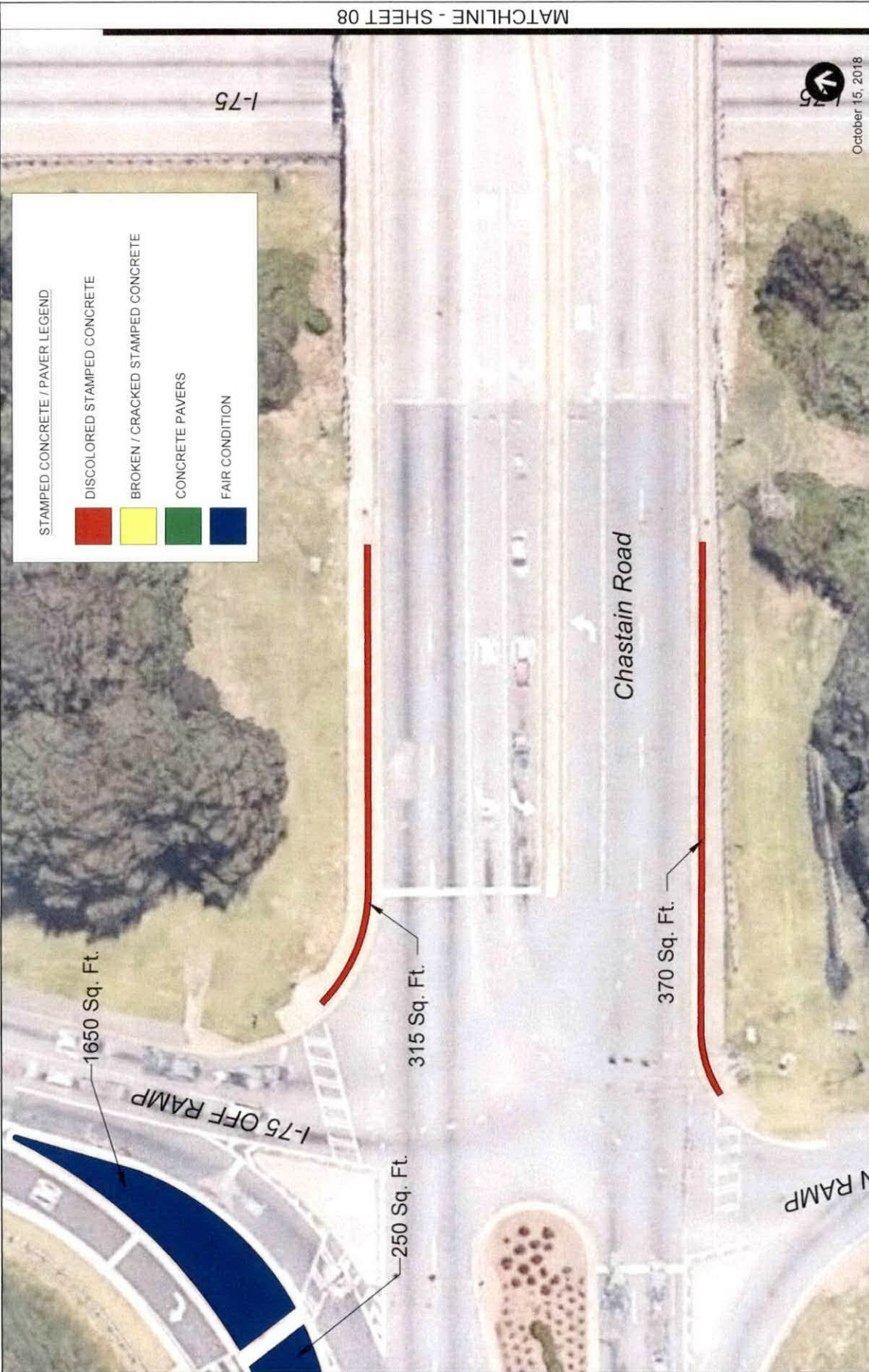
SHEET NO. 06

October 15, 2018



CHASTAIN ROAD CORRIDOR

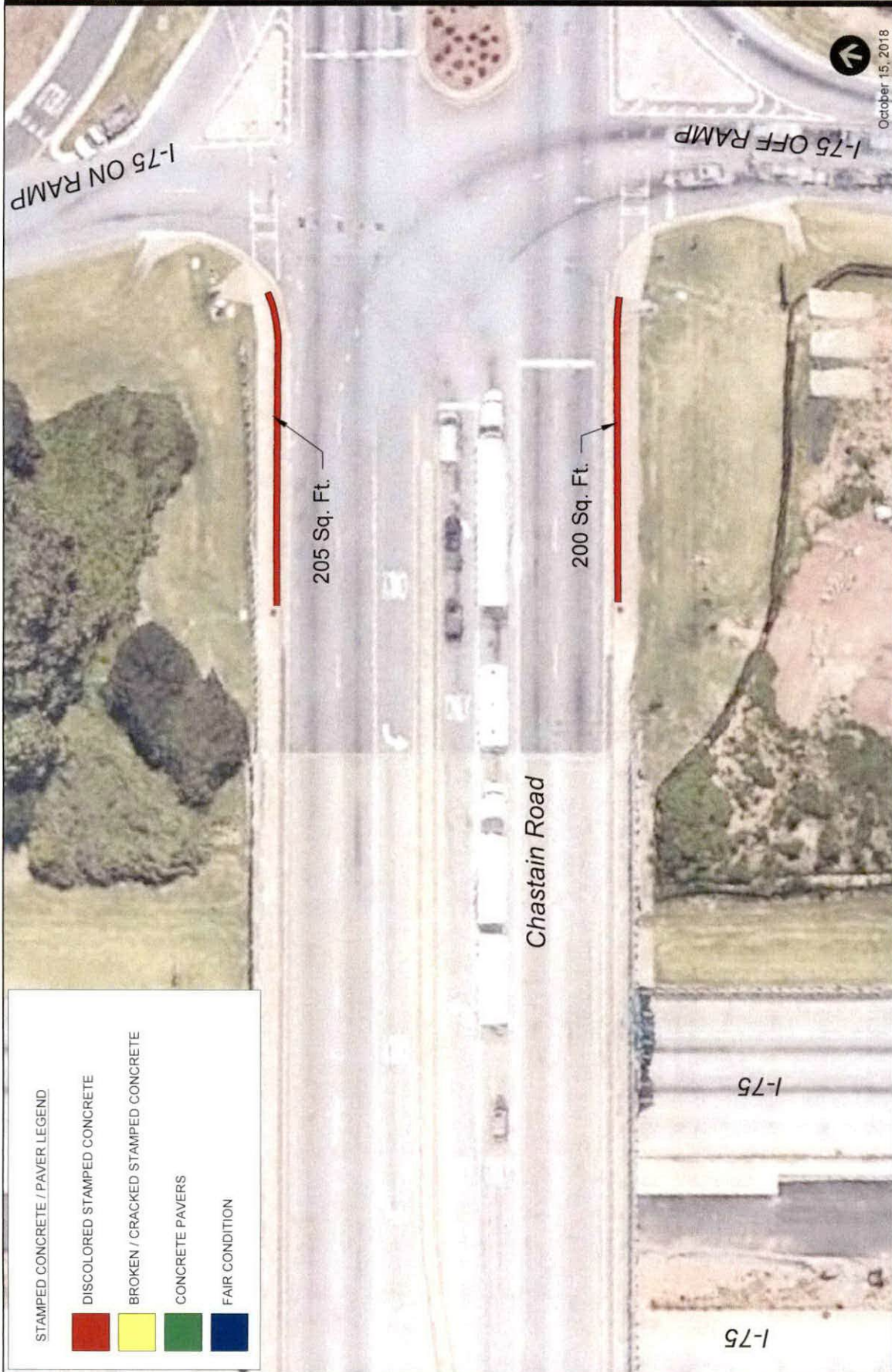
Stamped Concrete Inventory  
*This site plan is conceptual in nature and subject to change without notice.*



STAMPED CONCRETE / PAVER LEGEND

	DISCOLORED STAMPED CONCRETE
	BROKEN / CRACKED STAMPED CONCRETE
	CONCRETE PAVERS
	FAIR CONDITION





October 15, 2018



SHEET NO. 08

**ATKINS**



CHASTAIN ROAD CORRIDOR

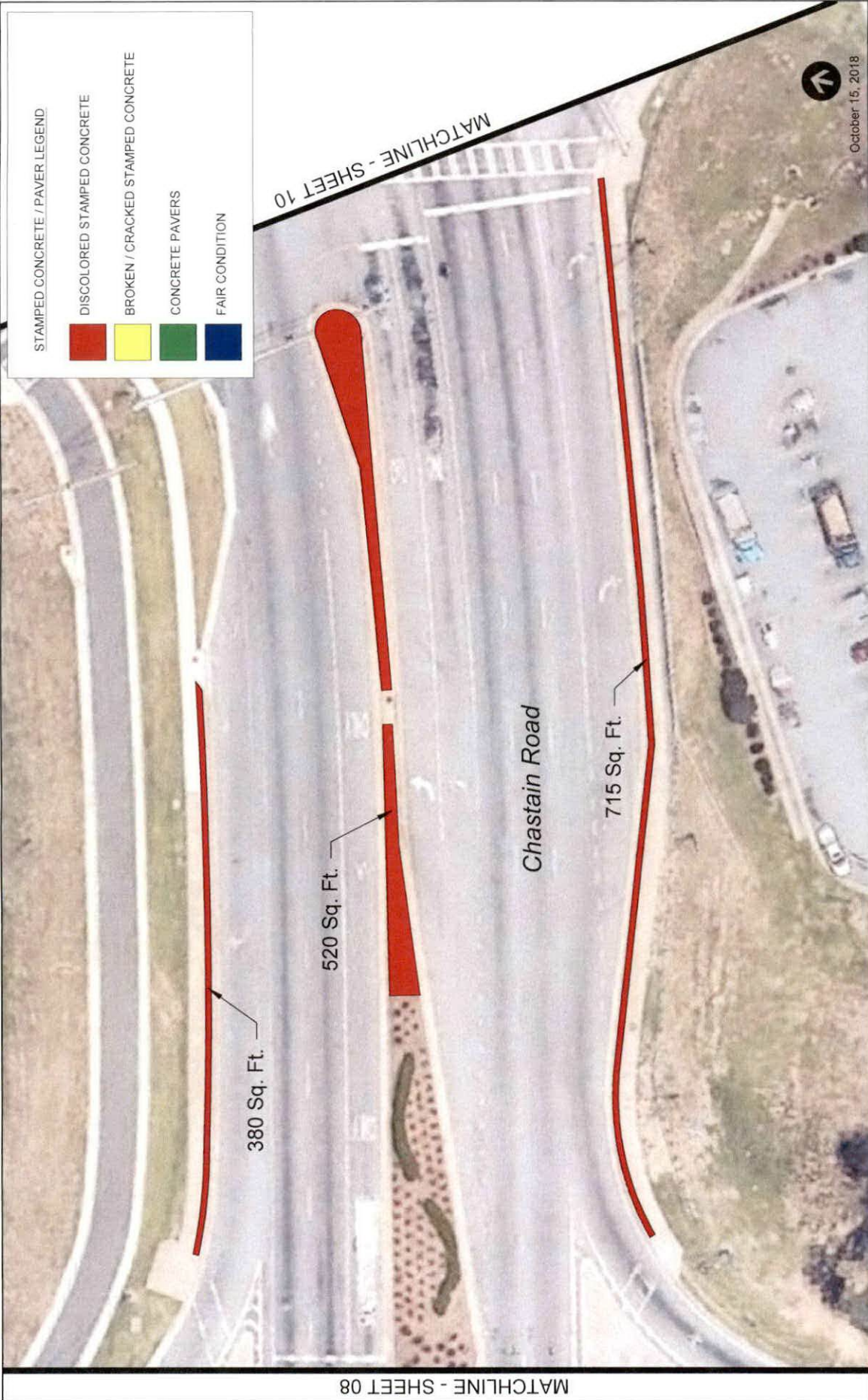
Stamped Concrete Inventory

This site plan is conceptual in nature and subject to change without notice.



STAMPED CONCRETE / PAVER LEGEND

- DISCOLORED STAMPED CONCRETE
- BROKEN / CRACKED STAMPED CONCRETE
- CONCRETE PAVERS
- FAIR CONDITION



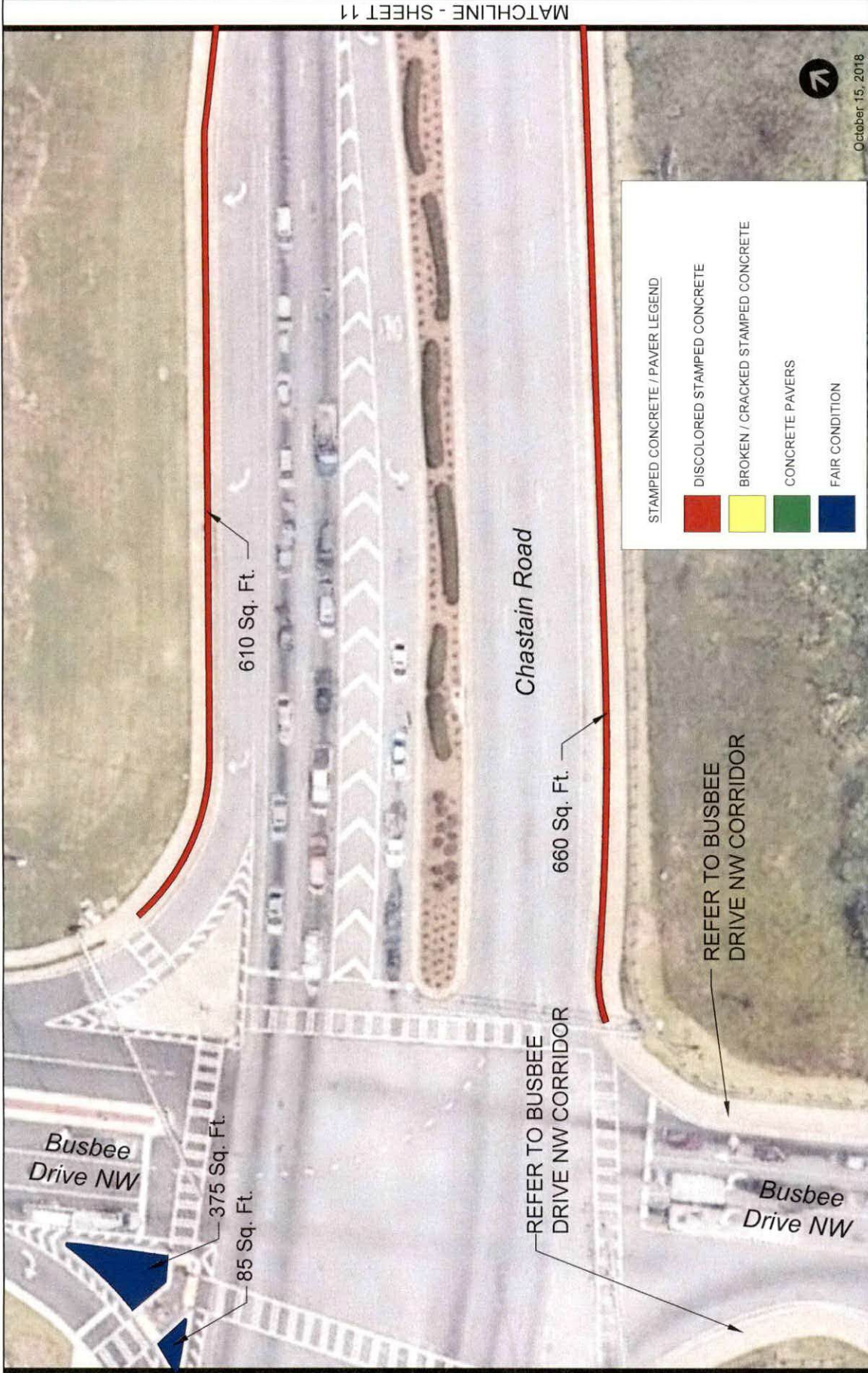
MATCHLINE - SHEET 08

MATCHLINE - SHEET 10

- STAMPED CONCRETE / PAVER LEGEND
- DISCOLORED STAMPED CONCRETE
  - BROKEN / CRACKED STAMPED CONCRETE
  - CONCRETE PAVERS
  - FAIR CONDITION

<p>TOWN CENTER COMMUNITY DEVELOPMENT</p>	<p>Stamped Concrete Inventory</p> <p><i>This site plan is conceptual in nature and subject to change without notice.</i></p>	<p>CHASTAIN ROAD CORRIDOR</p>		<p>SCALE: 1"=30'</p>	
			<p>October 15, 2018</p>		

October 15, 2018

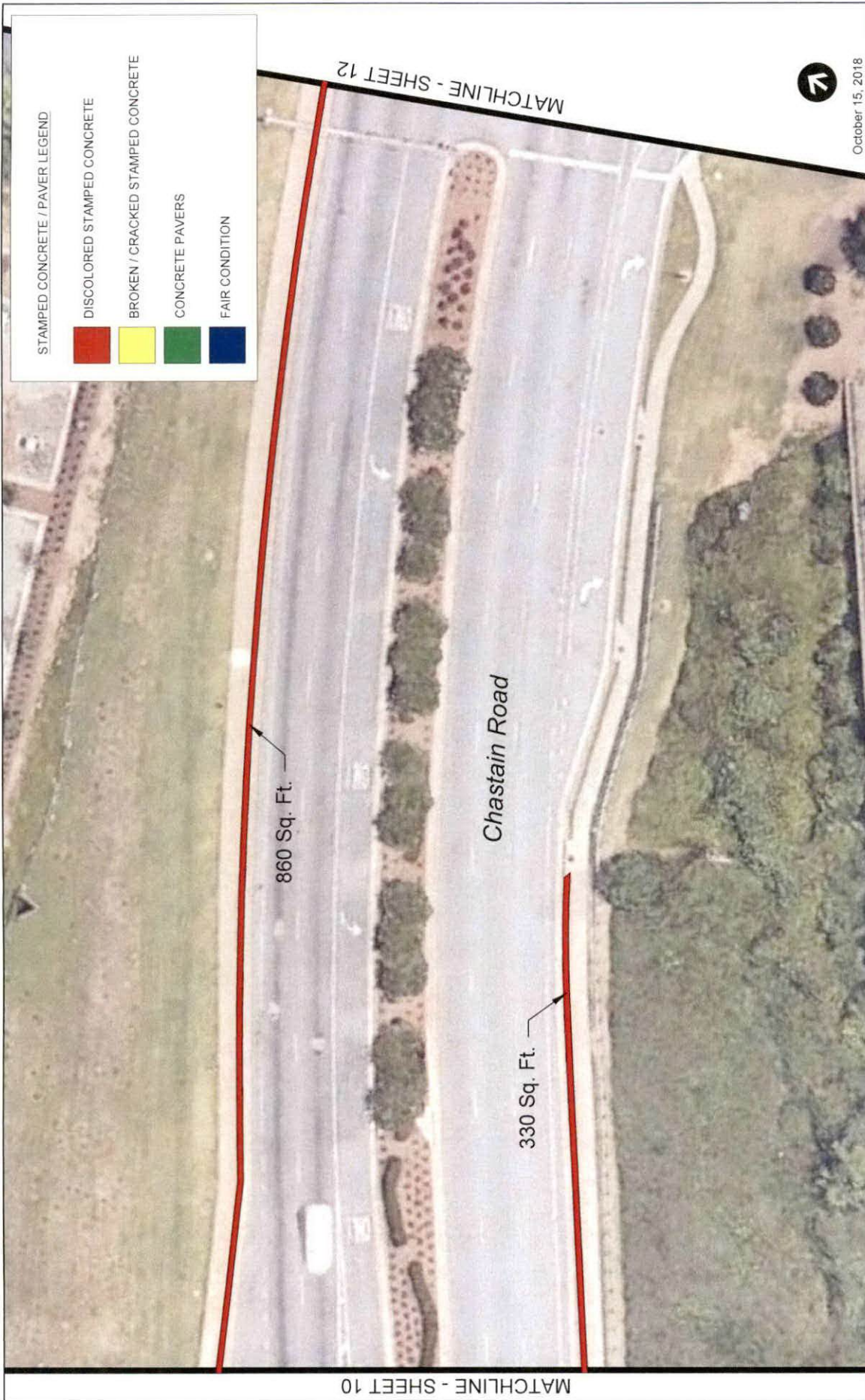


CHASTAIN ROAD CORRIDOR

Stamped Concrete Inventory

This site plan is conceptual in nature and subject to change without notice.





**STAMPED CONCRETE / PAVER LEGEND**

<span style="color: red;">■</span>	DISCOLORED STAMPED CONCRETE
<span style="color: yellow;">■</span>	BROKEN / CRACKED STAMPED CONCRETE
<span style="color: green;">■</span>	CONCRETE PAVERS
<span style="color: blue;">■</span>	FAIR CONDITION

 <p><b>TOWN CENTER</b> COMMUNITY MANAGEMENT DISTRICT</p>	<p><b>Stamped Concrete Inventory</b></p> <p><small>This site plan is conceptual in nature and subject to change without notice.</small></p>	<p><b>CHASTAIN ROAD CORRIDOR</b></p>	<p><b>ATKINS</b></p>
<p>October 15, 2018</p>			<p>SHEET NO. 11</p>



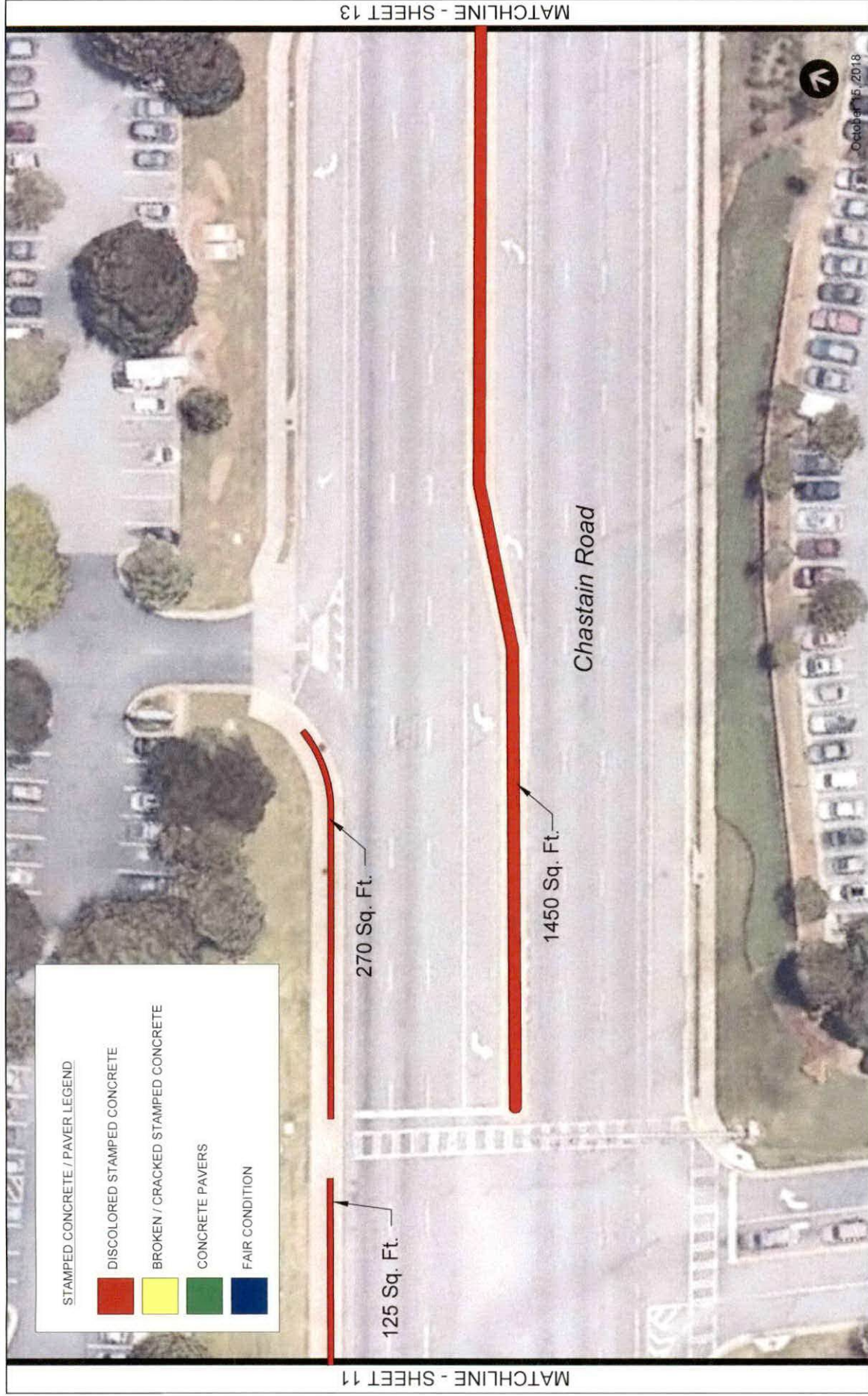
October 15, 2018



CHASTAIN ROAD CORRIDOR

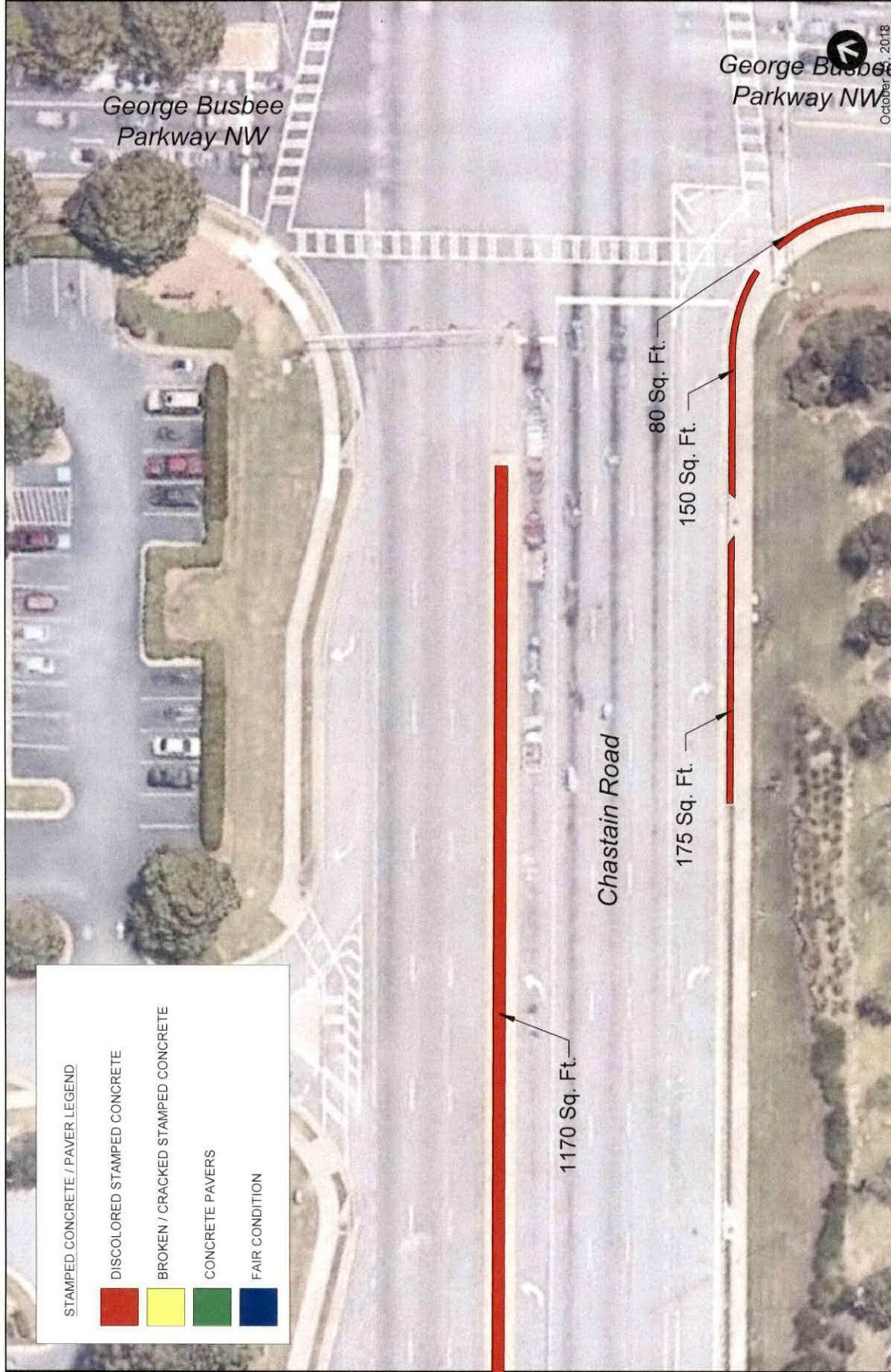
Stamped Concrete Inventory

This site plan is conceptual in nature and subject to change without notice.



**STAMPED CONCRETE / PAVER LEGEND**

- DISCOLORED STAMPED CONCRETE
- BROKEN / CRACKED STAMPED CONCRETE
- CONCRETE PAVERS
- FAIR CONDITION



**STAMPED CONCRETE / PAVER LEGEND**

DISCOLORED STAMPED CONCRETE	DISCOLORED STAMPED CONCRETE
BROKEN / CRACKED STAMPED CONCRETE	BROKEN / CRACKED STAMPED CONCRETE
CONCRETE PAVERS	CONCRETE PAVERS
FAIR CONDITION	FAIR CONDITION



**Stamped Concrete Inventory**  
 This site plan is conceptual in nature and subject to change without notice.

**CHASTAIN ROAD CORRIDOR**



October 7, 2018

George Busbee Parkway NW



STAMPED CONCRETE / PAVER LEGEND	
<span style="color: red;">■</span>	DISCOLORED STAMPED CONCRETE
<span style="color: yellow;">■</span>	BROKEN / CRACKED STAMPED CONCRETE
<span style="color: green;">■</span>	CONCRETE PAVERS
<span style="color: blue;">■</span>	FAIR CONDITION

October 15, 2018



CHASTAIN ROAD  
CORRIDOR

Stamped Concrete Inventory  
*This site plan is conceptual in nature and subject to change without notice.*





Stamped Concrete Inventory

*This site plan is conceptual in nature and subject to change without notice.*

TOWN CENTER COMMUNITY IMPROVEMENT DISTRICT

CHASTAIN ROAD CORRIDOR

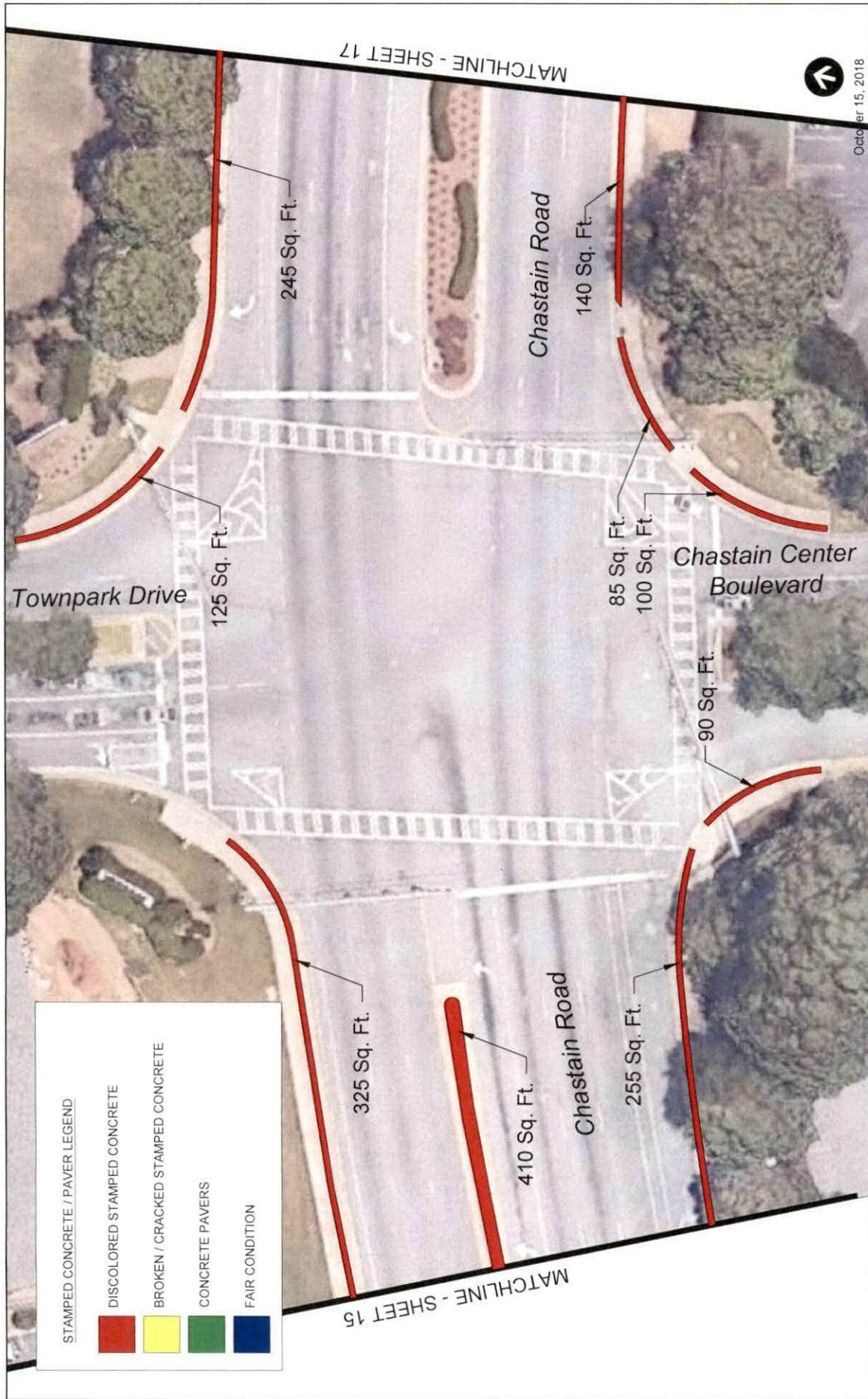
ATKINS

SCALE: 1"=30'

0 30' 60'

SHEET NO. 15





STAMPED CONCRETE / PAVER LEGEND	
<span style="color: red;">■</span>	STAMPED CONCRETE
<span style="color: yellow;">■</span>	DISCOLORED STAMPED CONCRETE
<span style="color: green;">■</span>	BROKEN / CRACKED STAMPED CONCRETE
<span style="color: blue;">■</span>	CONCRETE PAVERS
<span style="color: darkblue;">■</span>	FAIR CONDITION



**TOWN CENTER**  
COMMUNITY IMPROVEMENT DISTRICT

**Stamped Concrete Inventory**

This site plan is conceptual in nature and subject to change without notice.

**CHASTAIN ROAD CORRIDOR**

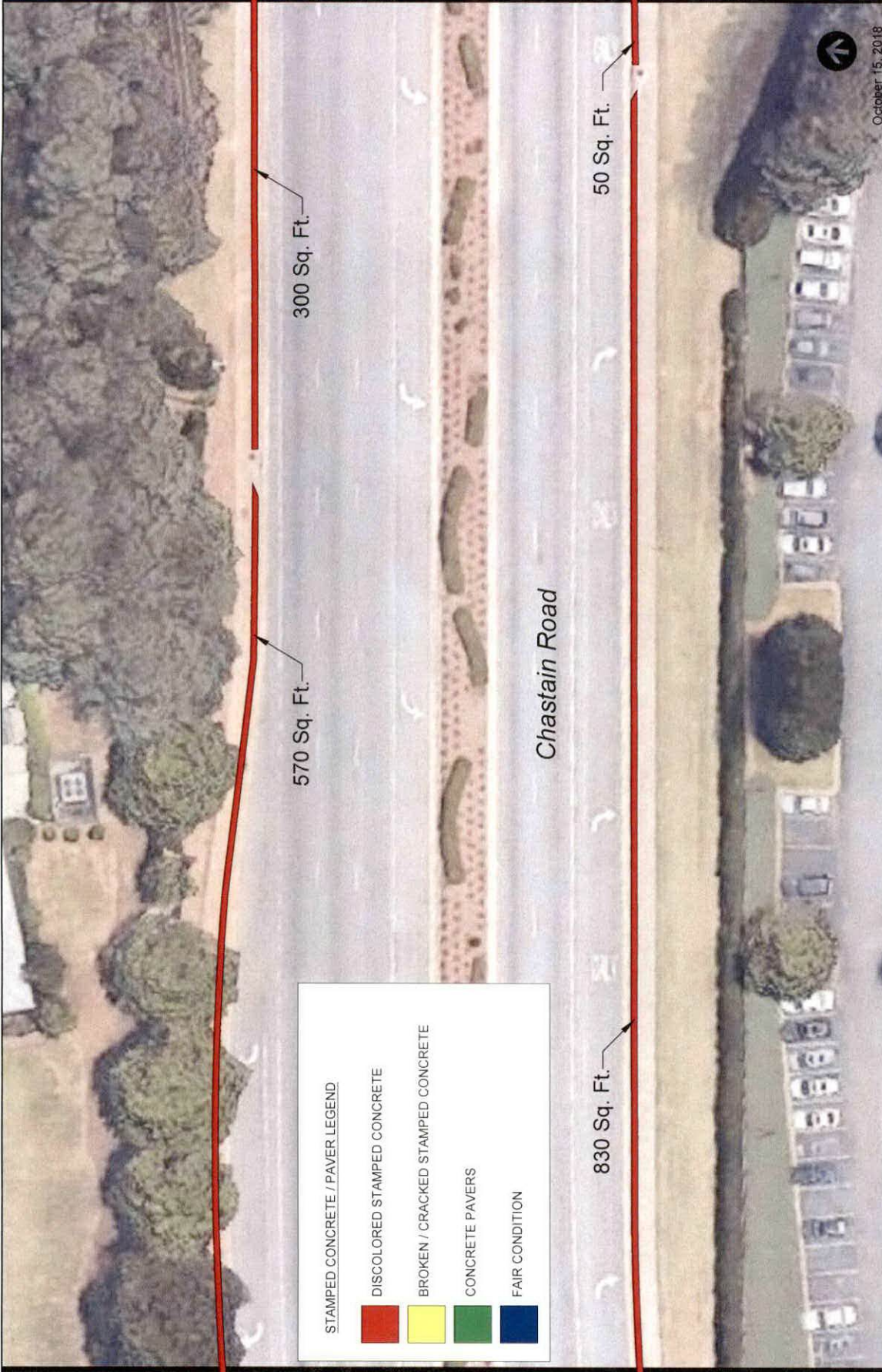


0 30' 60'  
SCALE: 1"=30'

October 15, 2018



SHEET NO. 16



**STAMPED CONCRETE / PAVER LEGEND**

<span style="color: red;">■</span>	DISCOLORED STAMPED CONCRETE
<span style="color: yellow;">■</span>	BROKEN / CRACKED STAMPED CONCRETE
<span style="color: green;">■</span>	CONCRETE PAVERS
<span style="color: blue;">■</span>	FAIR CONDITION

October 15, 2018

SHEET NO. 17

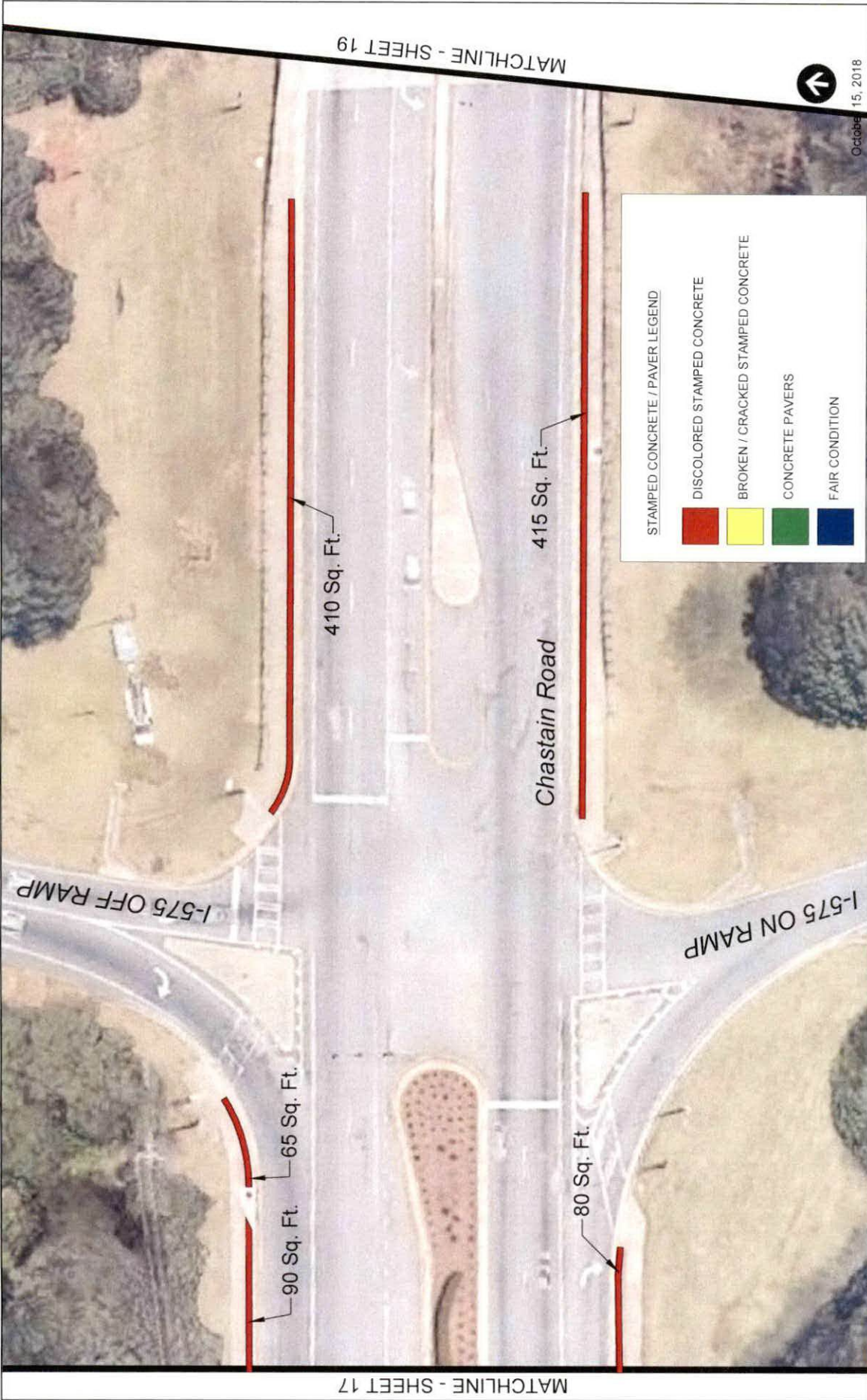


CHASTAIN ROAD CORRIDOR

Stamped Concrete Inventory



*This site plan is conceptual in nature and subject to change without notice.*



MATCHLINE - SHEET 17

MATCHLINE - SHEET 19

October 15, 2018

ATKINS

SHEET NO. 18

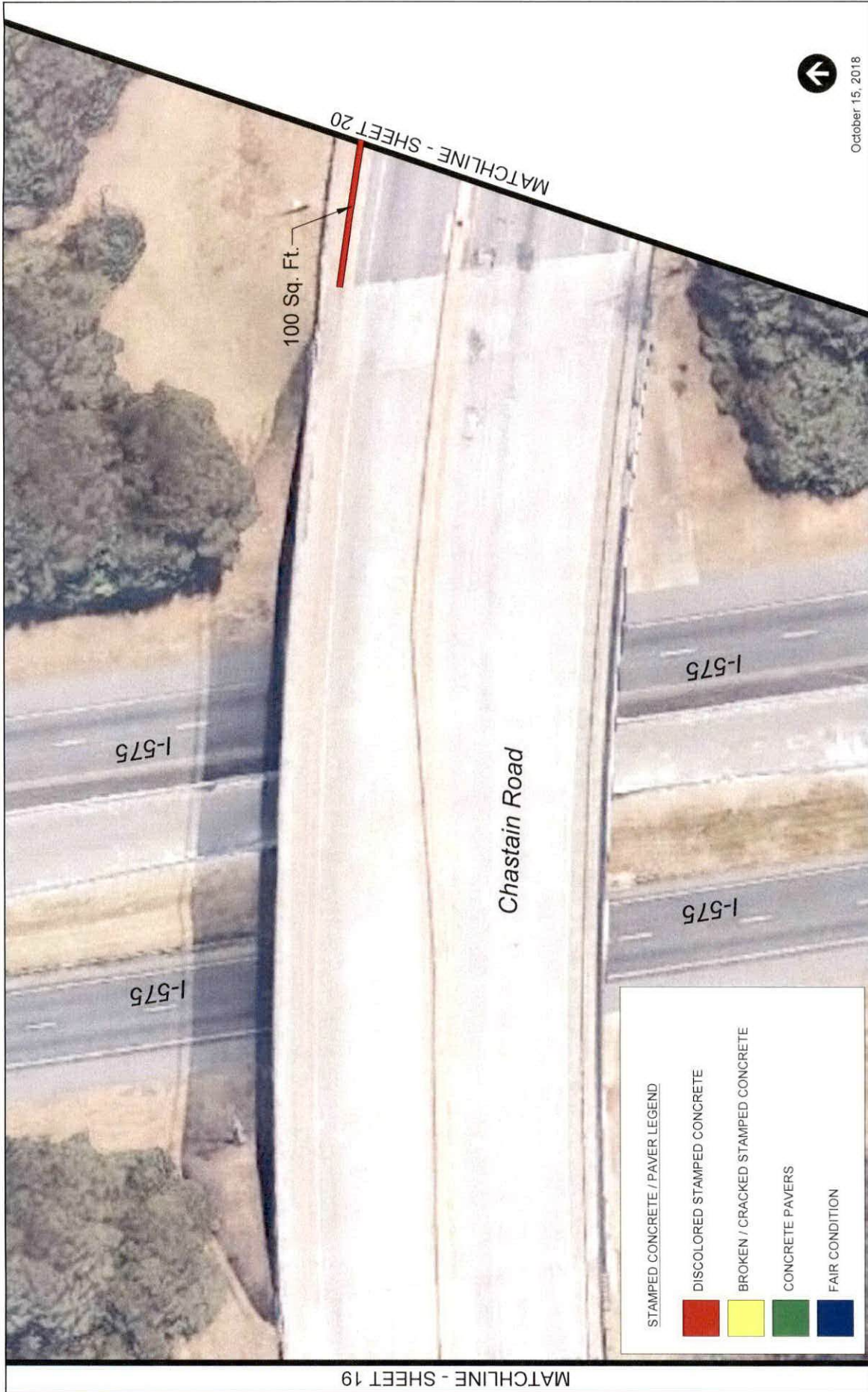
CHASTAIN ROAD CORRIDOR

Stamped Concrete Inventory

This site plan is conceptual in nature and subject to change without notice.

TOWN CENTER COMMUNITY DEVELOPMENT

0 30' 60' SCALE: 1"=30'



100 Sq. Ft.

MATCHLINE - SHEET 20

Chastain Road

1-575

1-575

1-575

1-575

MATCHLINE - SHEET 19

**STAMPED CONCRETE / PAVER LEGEND**

- DISCOLORED STAMPED CONCRETE
- BROKEN / CRACKED STAMPED CONCRETE
- CONCRETE PAVERS
- FAIR CONDITION



October 15, 2018

SHEET NO. 19

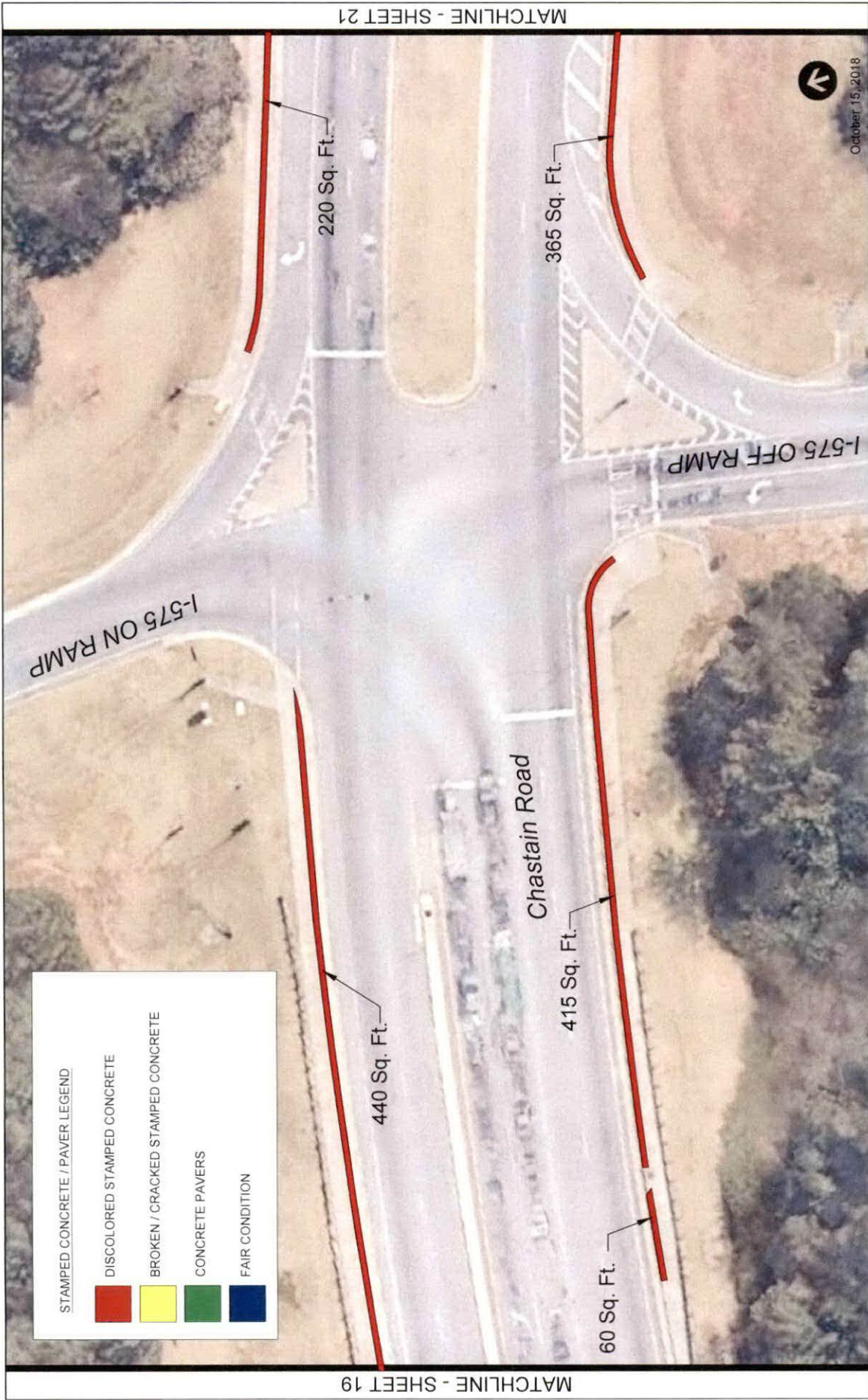


CHASTAIN ROAD CORRIDOR

Stamped Concrete Inventory

This site plan is conceptual in nature and subject to change without notice.





MATCHLINE - SHEET 21

MATCHLINE - SHEET 19

October 15, 2018

SHEET NO. 20

**ATKINS**



CHASTAIN ROAD CORRIDOR

Stamped Concrete Inventory

*This site plan is conceptual in nature and subject to change without notice.*





October 15, 2018

SHEET NO. 21



CHASTAIN ROAD CORRIDOR

Stamped Concrete Inventory

*This site plan is conceptual in nature and subject to change without notice.*





MATCHLINE - SHEET 23

STAMPED CONCRETE / PAVER LEGEND

- STAMPED CONCRETE
- DISCOLORED STAMPED CONCRETE
- BROKEN / CRACKED STAMPED CONCRETE
- CONCRETE PAVERS
- FAIR CONDITION

45 Sq. Ft.

465 Sq. Ft.

165 Sq. Ft.

Chastain Road

October 15, 2018



SHEET NO. 22

**ATKINS**



CHASTAIN ROAD CORRIDOR

Stamped Concrete Inventory

*This site plan is conceptual in nature and subject to change without notice.*



MATCHLINE - SHEET 21



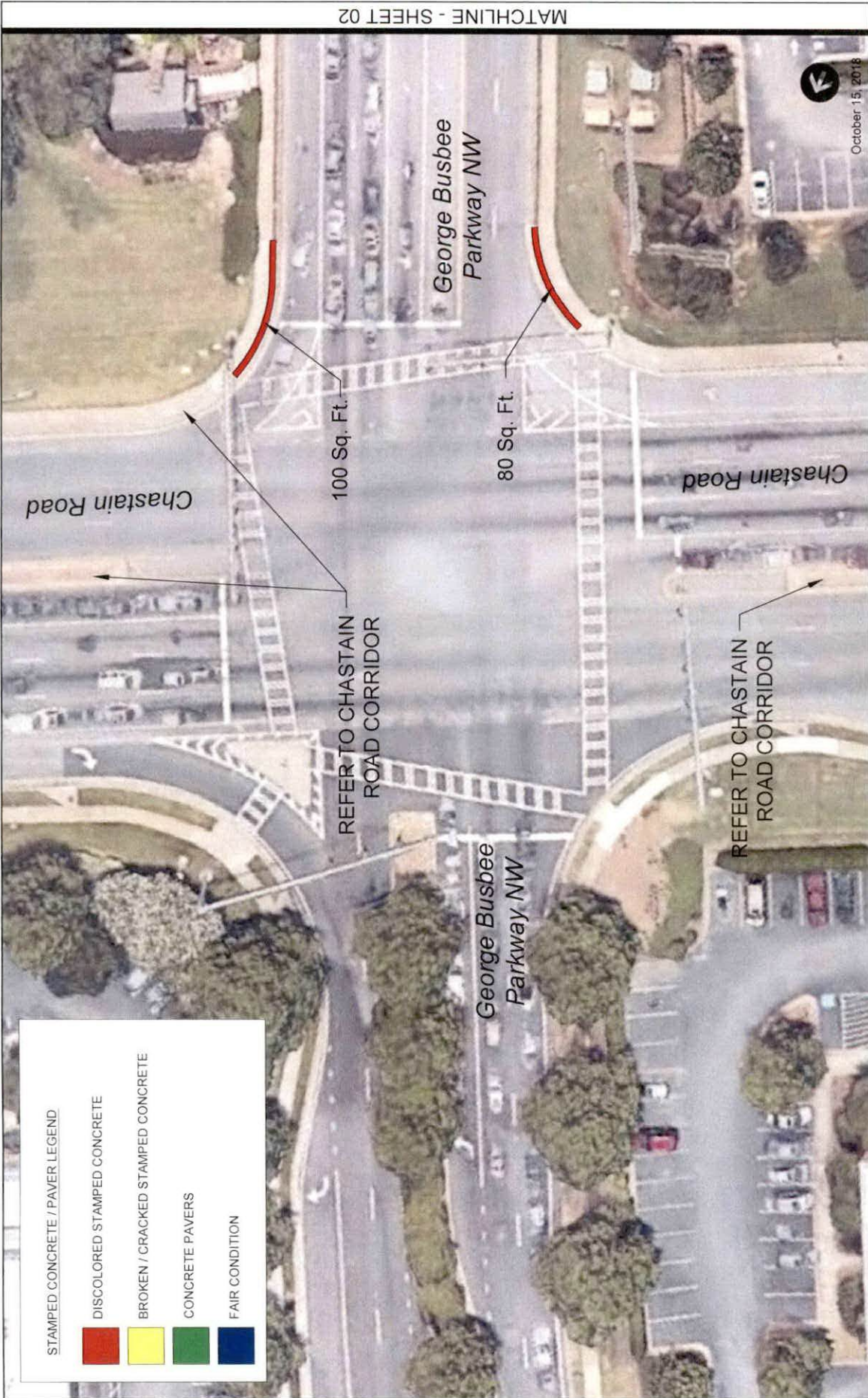
STAMPED CONCRETE / PAVER LEGEND

DISCOLORED STAMPED CONCRETE	DISCOLORED STAMPED CONCRETE
BROKEN / CRACKED STAMPED CONCRETE	BROKEN / CRACKED STAMPED CONCRETE
CONCRETE PAVERS	CONCRETE PAVERS
FAIR CONDITION	FAIR CONDITION

MATCHLINE - SHEET 22

<p><b>TOWN CENTER</b> COMMUNITY IMPROVEMENT DISTRICT</p>	<p>Stamped Concrete Inventory</p> <p><i>This site plan is conceptual in nature and subject to change without notice.</i></p>	<p>CHASTAIN ROAD CORRIDOR</p>	<p>ATKINS</p>	<p>SHEET NO. 23</p>
	<p>Scale: 1"=30'</p> <p>0 30' 60'</p>	<p>October 15, 2018</p>	<p>North Arrow</p>	





MATCHLINE - SHEET 02

SHEET NO. 01

**ATKINS**



GEORGE BUSBEE PARKWAY NW CORRIDOR

STAMPED CONCRETE / PAVER LEGEND	
<span style="display:inline-block; width:15px; height:15px; background-color:red; border:1px solid black;"></span>	DISCOLORED STAMPED CONCRETE
<span style="display:inline-block; width:15px; height:15px; background-color:yellow; border:1px solid black;"></span>	BROKEN / CRACKED STAMPED CONCRETE
<span style="display:inline-block; width:15px; height:15px; background-color:green; border:1px solid black;"></span>	CONCRETE PAVERS
<span style="display:inline-block; width:15px; height:15px; background-color:blue; border:1px solid black;"></span>	FAIR CONDITION

Stamped Concrete Inventory

This site plan is conceptual in nature and subject to change without notice.

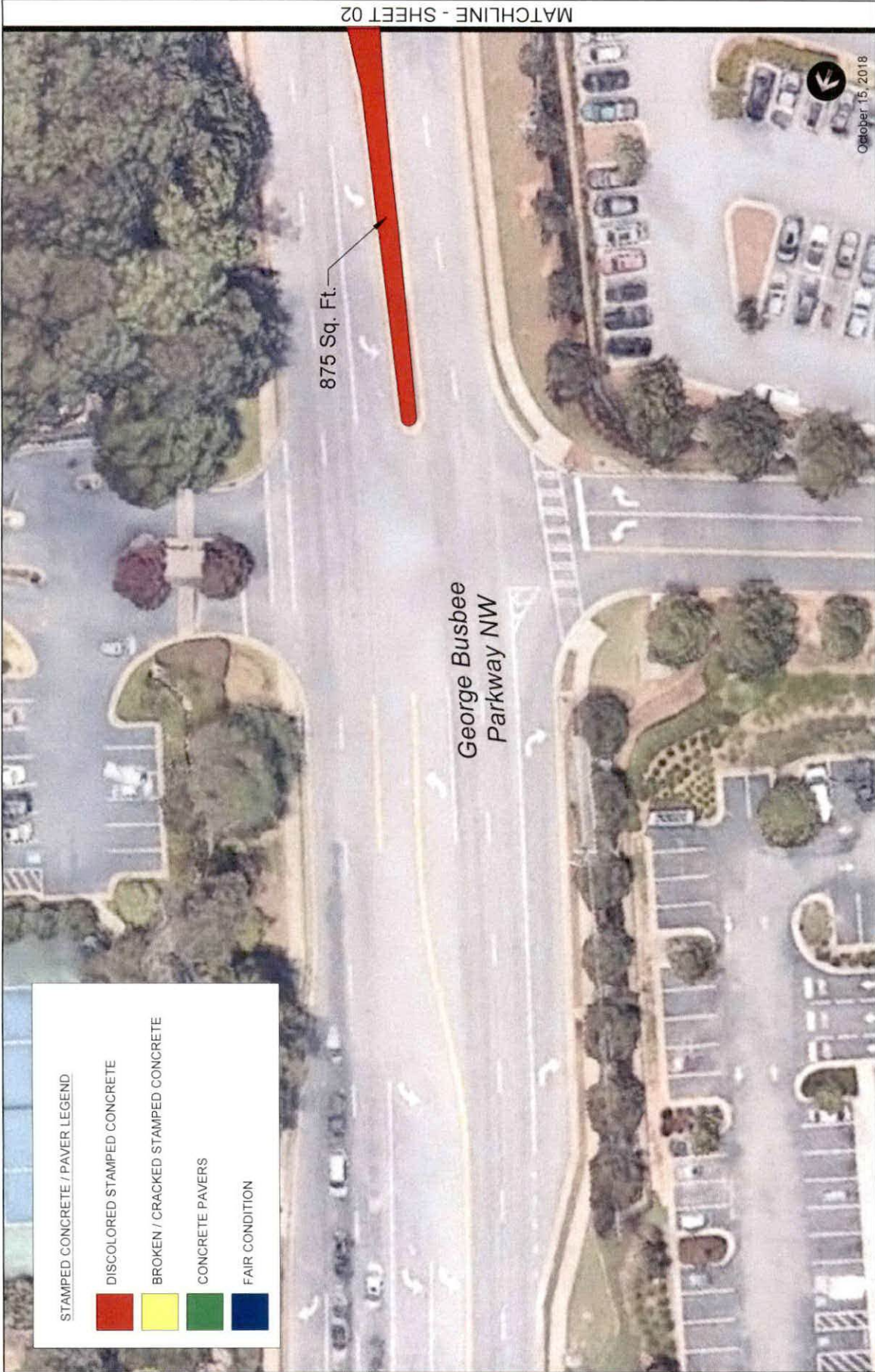




GEORGE BUSBEE PARKWAY NW CORRIDOR

Stamped Concrete Inventory

*This site plan is conceptual in nature and subject to change without notice.*



STAMPED CONCRETE / PAVER LEGEND

- DISCOLORED STAMPED CONCRETE
- BROKEN / CRACKED STAMPED CONCRETE
- CONCRETE PAVERS
- FAIR CONDITION



MATCHLINE - SHEET 02

105 Sq. Ft.

George Busbee Parkway NW

MATCHLINE - SHEET 04

**STAMPED CONCRETE / PAVER LEGEND**

	DISCOLORED STAMPED CONCRETE
	BROKEN / CRACKED STAMPED CONCRETE
	CONCRETE PAVERS
	FAIR CONDITION



**Stamped Concrete Inventory**

*This site plan is conceptual in nature and subject to change without notice.*

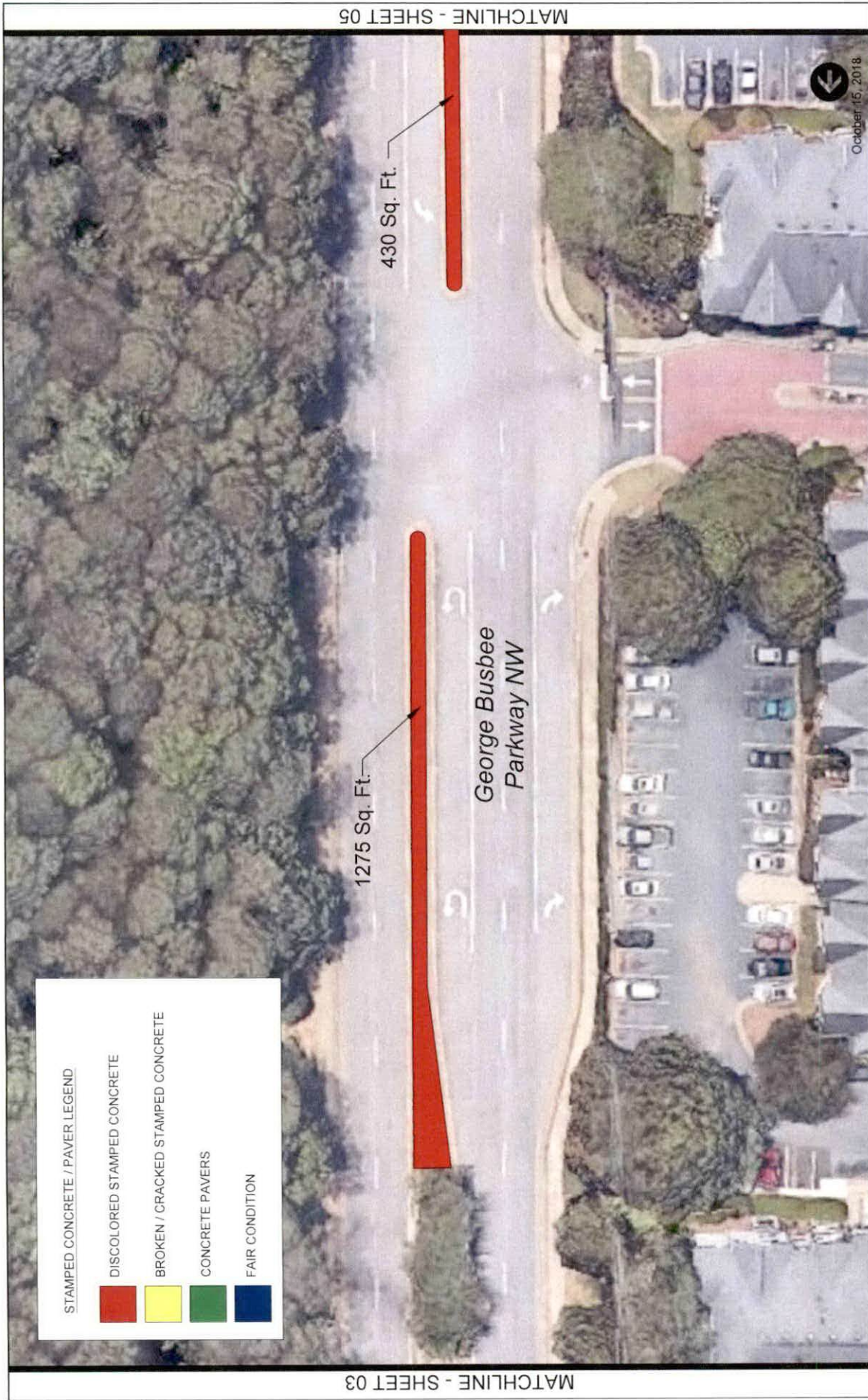
**GEORGE BUSBEE PARKWAY NW CORRIDOR**



October 15, 2018



SHEET NO. 03



STAMPED CONCRETE / PAVER LEGEND	
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<span style="display:inline-block; width:15px; height:15px; background-color:yellow; border:1px solid black;"></span>	BROKEN / CRACKED STAMPED CONCRETE
<span style="display:inline-block; width:15px; height:15px; background-color:green; border:1px solid black;"></span>	CONCRETE PAVERS
<span style="display:inline-block; width:15px; height:15px; background-color:blue; border:1px solid black;"></span>	FAIR CONDITION

 <p><b>TOWN CENTER</b> COMMUNITY MANAGEMENT DISTRICT</p>	<p><b>Stamped Concrete Inventory</b></p> <p><small>This site plan is conceptual in nature and subject to change without notice.</small></p>	<p><b>GEORGE BUSBEE PARKWAY NW CORRIDOR</b></p>
		
<p>October 15, 2018</p>		<p>SHEET NO. 04</p>

MATCHLINE - SHEET 05

MATCHLINE - SHEET 03

October 15, 2018



GEORGE BUSBEE PARKWAY NW CORRIDOR

Stamped Concrete Inventory

*This site plan is conceptual in nature and subject to change without notice.*



665 Sq. Ft.

STAMPED CONCRETE / PAVER LEGEND

	DISCOLORED STAMPED CONCRETE
	BROKEN / CRACKED STAMPED CONCRETE
	CONCRETE PAVERS
	FAIR CONDITION



NO STAMPED CONCRETE ON THIS SHEET



October 16, 2018

SHEET NO. 06

ATKINS



GEORGE BUSBEE PARKWAY NW CORRIDOR

Stamped Concrete Inventory

This site plan is conceptual in nature and subject to change without notice.



STAMPED CONCRETE / PAVER LEGEND

- DISCOLORED STAMPED CONCRETE
- BROKEN / CRACKED STAMPED CONCRETE
- CONCRETE PAVERS
- FAIR CONDITION



MATCHLINE - SHEET 06

MATCHLINE - SHEET 08

665 Sq. Ft.

75 Sq. Ft.

75 Sq. Ft.

George Busbee Parkway NW

Busbee Drive NW

**STAMPED CONCRETE / PAVER LEGEND**

- DISCOLORED STAMPED CONCRETE
- BROKEN / CRACKED STAMPED CONCRETE
- CONCRETE PAVERS
- FAIR CONDITION



**TOWN CENTER**  
COMMUNITY  
MANAGEMENT DISTRICT

**Stamped Concrete Inventory**

*This site plan is conceptual in nature and subject to change without notice.*

**GEORGE BUSBEE  
PARKWAY NW CORRIDOR**



0 30' 60'  
SCALE: 1"=30'



**ATKINS**

October 15, 2018

←

SHEET NO. 07



October 15, 2018



GEORGE BUSBEE PARKWAY NW CORRIDOR

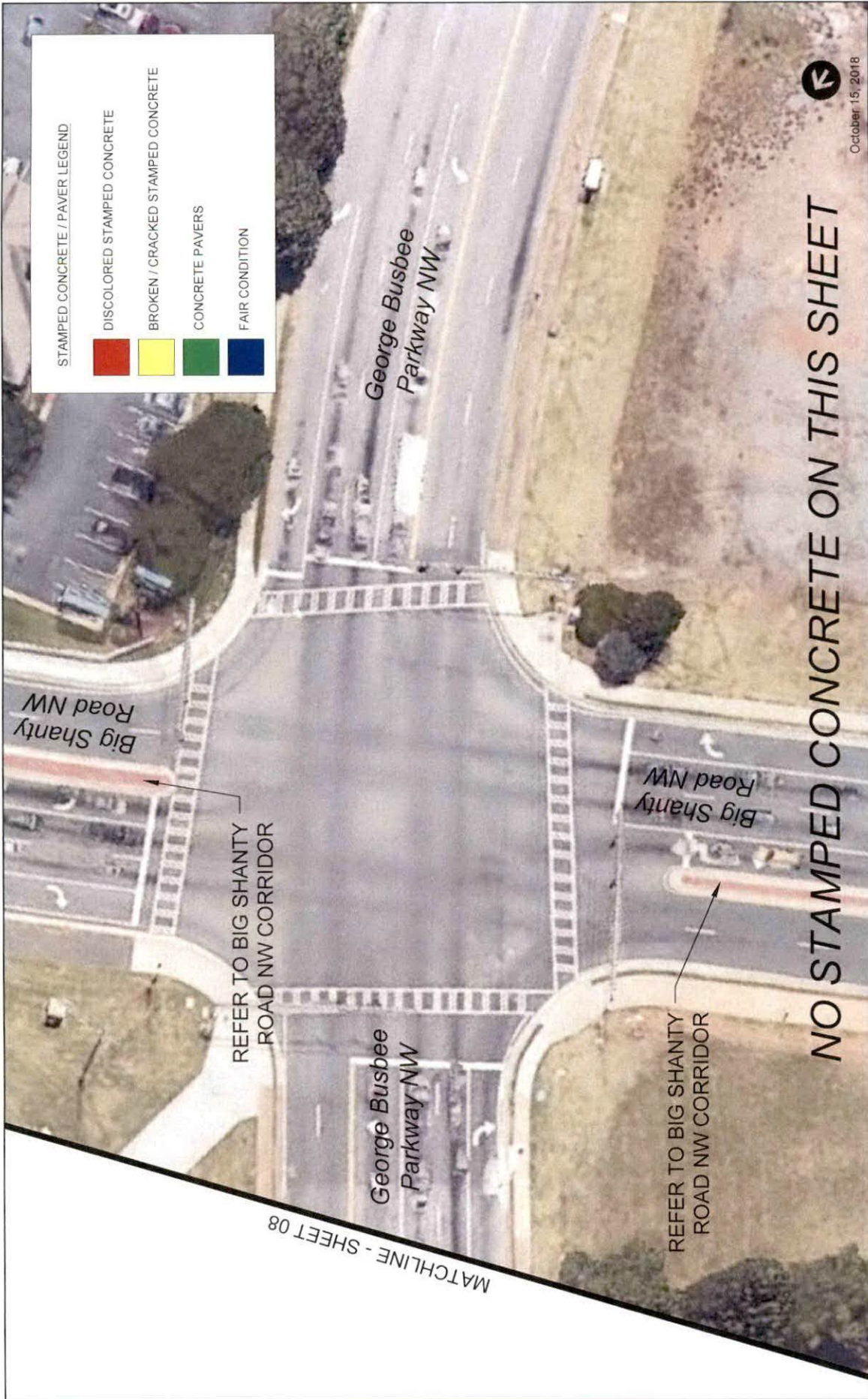
Stamped Concrete Inventory

This site plan is conceptual in nature and subject to change without notice

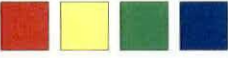


STAMPED CONCRETE / PAVER LEGEND	
	DISCOLORED STAMPED CONCRETE
	BROKEN / CRACKED STAMPED CONCRETE
	CONCRETE PAVERS
	FAIR CONDITION





STAMPED CONCRETE / PAVER LEGEND



DISCOLORED STAMPED CONCRETE

BROKEN / CRACKED STAMPED CONCRETE

CONCRETE PAVERS

FAIR CONDITION

Big Shanty Road NW

REFER TO BIG SHANTY ROAD NW CORRIDOR

George Busbee Parkway NW

George Busbee Parkway NW

Big Shanty Road NW

REFER TO BIG SHANTY ROAD NW CORRIDOR

NO STAMPED CONCRETE ON THIS SHEET

October 15, 2018

SHEET NO. 09



ATKINS

GEORGE BUSBEE PARKWAY NW CORRIDOR

Stamped Concrete Inventory

This site plan is conceptual in nature and subject to change without notice.



MATCHLINE - SHEET 08



## Transportation

Erica Parish, Director

Districts All

Item No. 15.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To adopt a resolution authorizing H. William Rowling, Jr., County Attorney, to serve as the County's designated legal official as required in the Federal Transit Administration Transit Award Management System.

### **BACKGROUND**

Cobb County is the recipient of annual federal transit assistance funding administered by the Federal Transit Administration (FTA). These funds are used to finance capital, planning, and operating projects for the Transit Division. The Transit Award Management System (TrAMS) is utilized to electronically apply for and manage all aspects of various FTA grant programs. County staff and elected officials utilize TrAMS to create and submit FTA grant applications, execute the annual Certifications and Assurances required by FTA, execute grant awards, and submit budget revisions and quarterly reports. A Personal Identification Number (PIN) is required to perform many of these functions.

To effectively maintain system security and integrity, the process for receiving and updating TrAMS user access privileges requires formal authorization by the governing body of each grant recipient. In order to receive a PIN to conduct ongoing grant management activities, the Board of Commissioners must adopt an Authorizing Resolution and execute a Designation of Signature Authority document, as required for submission to the FTA.

The County Attorney is designated as the legal official in the FTA TrAMS, and retains electronic signature authority and responsibility for providing the legal attestation on the annual Certifications and Assurances document for Cobb County. Due to the recent retirement of the former County Attorney, Deborah L. Dance, it is necessary for the Board to authorize a replacement to serve as the legal official. H. William Rowling, Jr. has been appointed to the position of County Attorney, and is therefore recommended to serve as the County's designated legal official in the FTA TrAMS for required grant functions.

### **IMPACT STATEMENT**

N/A

## **FUNDING**

N/A

## **RECOMMENDATION**

The Board of Commissioners adopt a resolution authorizing H. William Rowling, Jr., County Attorney, or his designee, to serve as the County's designated legal official as required in the Federal Transit Administration (FTA) Transit Award Management System (TrAMS); and authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Resolution
2. Designation of Signature Authority for the Transit Award Management System

**RESOLUTION**

*Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for Federal transportation assistance authorized by 49 U.S.C. chapter 53, title 23 United States Code and other Federal statutes administered by the Federal Transit Administration.*

**WHEREAS**, the Federal Transit Administrator has been delegated authority to award Federal financial assistance for a transportation project; and

**WHEREAS**, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon Cobb County, and may require Cobb County to provide the local share of the project cost; and

**WHEREAS**, Cobb County has provided or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

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

That the County Attorney, H. William Rowling, Jr., or his designee, is authorized to serve as the County’s designated legal official in the Federal Transit Administration’s Transit Award and Management System (TrAMS) and to provide the legal attestation on the annual Certifications and Assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.

**CERTIFICATION**

The undersigned duly qualified Chairman of the Cobb County Board of Commissioners, acting on behalf of the Cobb County Board of Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Cobb County Board of Commissioners held on September 10, 2019.

This day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Michael H. Boyce, Chairman

Cobb County Board of Commissioners

Attest:  
Clerk \_\_\_\_\_

Cobb County Board of Commissioners



# COBB COUNTY BOARD OF COMMISSIONERS

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

Michael H. Boyce  
*Chairman*

## DESIGNATION OF SIGNATURE AUTHORITY FOR THE TRANSIT AWARD MANAGEMENT SYSTEM (TrAMS)

The Cobb County Board of Commissioners hereby authorizes H. William Rowling, Jr., County Attorney, to serve as the designated County legal official in the Federal Transit Administration's Transit Award Management System (TrAMS). He is further authorized to be assigned the use of a Personal Identification Number (PIN) for the legal attestation on the annual Certifications and Assurances required for the submission of all Federal Transit Administration (FTA) grant applications and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.

*Cobb County Legal Staff*

*Legal attestation of FTA Certifications and Assurances*

H. William Rowling, Jr.

Date \_\_\_\_\_

\_\_\_\_\_  
Michael H. Boyce, Chairman  
Cobb County Board of Commissioners



## **PARKS**

Jimmy Gisi, PARKS Director

District 3

---

**Item No. 16.**

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Jimmy Gisi, PARKS Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve a contract with Daikin Applied for procurement and installation of a replacement Seresco dehumidification system to serve the Cobb County Central Aquatic Center from Fund Balance appropriations.

### **BACKGROUND**

On February 12, 2019, the Board of Commissioners approved Fund Balance appropriations for Cobb PARKS for necessary replacement of capital items used in county parks and programs. This project involves demolishing and replacing the existing dehumidification system serving the Cobb Central Aquatic Center, 520 Fairground Street, Marietta.

Maintaining proper temperature and relative humidification levels inside an aquatic center is important to support the comfort and health of visitors. This is also essential in preventing premature corrosion in building structural steel, electronics, etc. In addition, these systems serve as the primary source for heated water for the pool. The existing system at the Central Aquatics Center has outlived its service life. The Seresco Dehumidification system installed in 2012 at Cobb's Mountain View Aquatic Center has exhibited superior performance versus the units installed in our other centers, including the one being replaced here. In comparison, over the past three years, a dehumidification unit of similar age in one of our other centers has required three times the number of service calls than the Seresco unit at the Mountain View Aquatic Center.

Daikin Applied is the exclusive distributor of Seresco Dehumidifiers in Georgia. They have presented a proposal for delivering, installing, and testing a replacement system for the Central Aquatic Center for an amount not to exceed \$697,850.00, referencing their National IPA Cooperative Contract Certified Proposal # R150505-GA-304053, under Daikin Applied License #CN007270.

### **IMPACT STATEMENT**

No new maintenance or operational costs are associated with this project. Ongoing maintenance and energy cost savings are expected as a result of this replacement.

**FUNDING**

Funding is available in the current FY19 budget as follows:

010-105-3200-8435	\$697,850.00
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**RECOMMENDATION**

The Board of Commissioners approve a contract with Daikin Applied, in an amount not to exceed \$697,850.00, for procurement and installation of a replacement Seresco Dehumidification system to serve the Cobb County Central Aquatic Center, authorize the corresponding budget transactions, and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Library System

Helen Poyer, Library Director, William  
Tanks, Public Services Agency Director  
District 1

---

Item No. 17.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Helen Poyer, Library Director  
William Tanks, Public Services Agency Director  
**DATE:** September 10, 2019

### **PURPOSE**

To authorize the acceptance of the donation of a 1902 Chandler & Price letterpress to the North Cobb Regional Library from the Red Onion Press and the Sam Galloway family.

### **BACKGROUND**

In late 2018, Mr. Clemens Bak of Red Onion Press proposed, with support from the cities of Acworth and Kennesaw, the donation of a 1902, old style Chandler & Price platen letterpress to the Cobb County Public Library System. The press had been owned and operated by Sam Galloway in his gas station, grocery store, and print shop located on Old Highway 41, less than a mile from where the new North Cobb Library is located.

In 1985, Mr. Galloway closed his shop and relocated to Summerville, Georgia. Recently, the press was found buried in rubble at a demolished building in Summerville. At the request of Mr. Galloway's son, James and daughter, Betty Arnold, Clemens Bak of Red Onion Press was asked to "rescue" and restore the press as "an outdoor public art" display.

Given the Galloway press' connection to the history of Acworth and Kennesaw and its previous location, the new North Cobb Regional Library was chosen as an appropriate site to display the press. It will serve as a reminder of the history of the communities and the role the printing press had in the creation of the printed book.

### **IMPACT STATEMENT**

There is no County match required for this donation.

### **FUNDING**

N/A



## **RECOMMENDATION**

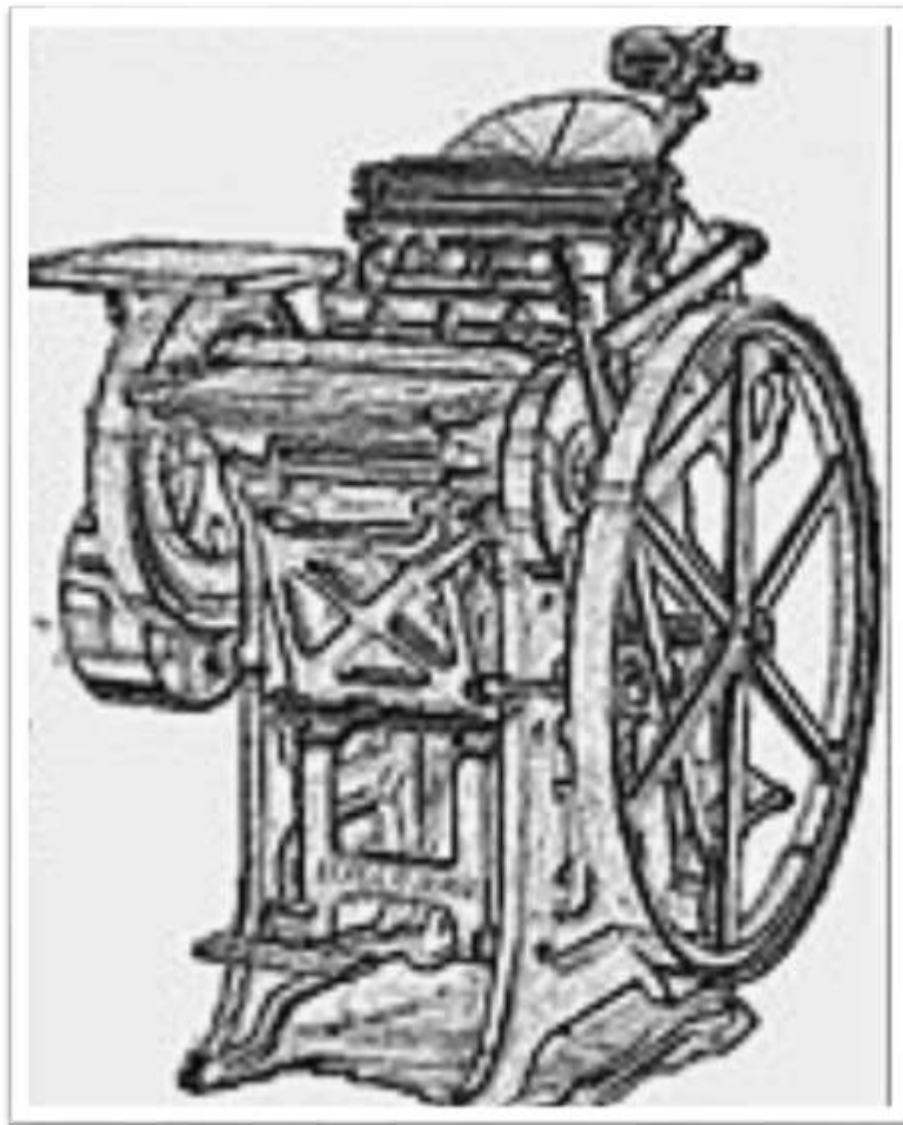
The Board of Commissioners authorize the request to accept the donation of a 1902 Chandler & Price platen letterpress and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. 1902 Chandler & Price Letterpress-NCRL Donation

North Cobb Regional Library Donation  
**1902 Chandler & Price Letterpress**

September 10, 2019





## Library System

Item No. 18.

Helen Poyer, Library Director, William  
Tanks, Public Services Agency Director  
District 4

---

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Helen Poyer, Library Director  
William Tanks, Public Services Agency Director  
**DATE:** September 10, 2019

### PURPOSE

To authorize the application for the 2020 Library Services and Technology Act (LSTA) Grant from the Board of Regents of the University System of Georgia, Georgia Public Library Services.

### BACKGROUND

The Board of Regents, Georgia Public Library Services, received federal grant funds from the Library Services and Technology Act through the Institute of Museum and Library Services (IMLS). LSTA and IMLS support the role of public libraries in the expansion of lifelong learning and to enhance, expand and promote access to learning and information resources in libraries. Prime Time Family Reading Time, created by the Louisiana Endowment for the Humanities, is a program intended to help low-income, low-literacy families “bond around the act of reading and talking about books.” The Cobb County Public Library System has had the privilege of hosting Prime Time for three years in a row. Team members and local schools are excited at the prospect of continuing Prime Time Family in the South Cobb Community. Families from previous years continue to use the library and library resources. The library system would like to apply for this competitive grant in order to expand library service to underserved populations in the County. This \$6,125.00 grant will enable the Cobb County Public Library System to send library personnel to attend special literacy training, select and provide books for children and parents, conduct reading/literacy classes for parents, provide storytellers and Humanities scholars, and have special literacy programs. This six-week literacy program will lay the foundation for developing additional literacy programs throughout the library system.

### IMPACT STATEMENT

This is a supplemental grant and the local match will be met with in-kind, county-funded positions.

### FUNDING

Increase Revenue:	270-080-S069-4455	(Board of Regents)	\$6,125.00
Increase Expenditure:	270-080-S069-6154	(Library Materials)	\$6,125.00

**RECOMMENDATION**

The Board of Commissioners authorize the application for 2020 Library Services and Technology Act Grant (LSTA) in the amount of \$6,125.00 from the Board of Regents, Georgia Public Library Services; authorize the corresponding budget transactions; and further authorize Helen Poyer, Library Director, and/or the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



**Senior Services**  
Jatunn Gibson, Director  
Districts All

---

**Item No. 19.**

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Jatunn Gibson, Director  
**DATE:** September 10, 2019

**PURPOSE**

To authorize the renewal of a contract with Senior Citizen Services of Metropolitan Atlanta, Inc. d/b/a/ Meals on Wheels Atlanta as the continuing provider of Congregate Center and Home Delivered Meals for the clients of Cobb County Senior Services.

**BACKGROUND**

On August 8, 2017, the Board of Commissioners approved a contract between Senior Citizen Services of Metropolitan Atlanta, Inc. d/b/a Meals on Wheels Atlanta (MOWA) and Cobb Senior Services as the exclusive food provider to prepare Congregate and Home Delivered Meals (HDM) for grant eligible and private pay senior citizen clients of Senior Services who reside in Cobb County. The contract price per meal was \$4.95. When the original contract was written, it was recommended that a two-year term, with an option to renew for an additional year, be established with MOWA to operate the Congregate and Home Delivered Meal components of the contract. The two-year term was extended through September 30, 2019. Meals on Wheels Atlanta has requested a price increase for the Congregate and Home-Delivered Meals from \$4.95 per meal to \$5.31 per meal. The new contract reflecting the new rate would begin on October 1, 2019 and end on June 30, 2020 to coincide with the end of fiscal year for the grant that funds these two services.

**IMPACT STATEMENT**

Based on the projected number of Congregate and Home Delivered Meals between October 1, 2019 and June 30, 2020, the added cost we would incur because of the rate change would amount to \$23,597. The Congregate and Home Delivered Meals services are usually covered by a grant from the Atlanta Regional Commission (ARC), through Title III Older Americans Act Funding. The \$23,597 projected increased cost would be covered through grant funds and through funds set aside in our Fund Balance Reserve Appropriation from donations received specifically for meals.

**FUNDING**

Funding is available in FY2020 appropriated budget.

## **RECOMMENDATION**

The Board of Commissioners authorize the renewal of the contract with Senior Citizen Services of Metropolitan Atlanta, Inc. d/b/a/ Meals on Wheels Atlanta as the continuing provider of Congregate Center and Home Delivered Meals for the clients of Cobb County Senior Services at the new rate of \$5.31 per meal.

## **ATTACHMENTS**

1. Renewal Agreement for Nutrition Services-Congregate and Home Delivered Meals



*Cobb County...Expect the Best!*

**Renewal of Agreement for:**

**Cobb Senior Services  
Nutrition Services: Congregate and Home Delivered Meals  
Service Agreement**

This Renewal Agreement (the "Renewal") is made by and between Cobb County ("County"), a political subdivision of the State of Georgia, and Senior Citizen Services of Metropolitan Atlanta, Inc. d/b/a Meals on Wheels Atlanta (hereinafter "MOWA"), located at 1705 Commerce Dr. NW, Atlanta, Georgia 30318.

WHEREAS, MOWA and County entered into a Senior Services Agreement (the "Agreement") dated August 8, 2017 to provide nutrition services to elderly residents of Cobb County through the preparation and provision of Congregate Meals for three (3) CSS Neighborhood Senior Centers as well as home Delivered Meals (HDM) for all eligible senior citizens of Cobb County; and

WHEREAS, the County and MOWA desire to renew the Agreement that ends September 30, 2019, at the price of \$5.31 per meal.

WHEREAS, the price of \$5.31 will continue to cover the monthly Special Meal, the cost of the birthday cakes as well as the supply order that has been in effect since August 8, 2017.

NOW THEREFORE, in consideration of the foregoing recitals, the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This agreement will be effective when signed by both parties (the "Effective Date"). It will continue through June 30<sup>th</sup>, 2020.
2. Except as specifically modified hereinabove, the remainder of said contract shall remain in full force and effective.

**[SIGNATURES TO FOLLOW ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representative as of the date first shown above written.

COBB COUNTY BOARD OF COMMISSIONERS  
COBB SENIOR SERVICES

\_\_\_\_\_  
Michael H. Boyce, Chairman  
Cobb County Board of Commissioners

\_\_\_\_\_  
Date of Signature

Attest:

\_\_\_\_\_  
County Clerk

Contractor

MEALS ON WHEELS ATLANTA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

Approved As To Form:

\_\_\_\_\_  
Cobb County Attorney's Office



COBB COUNTY SUPPLY ORDER FORM		
DATE=ORDER WEEK	Date:	
Center: COBB SENIOR SERVICES		
ALL ITEMS ARE ORDERED BY THE CASE		
ITEM	UNIT	QUANTITY
Bag, Storage, Ziploc, Plastic, 1-gal	1000/Box	
Bag, Storage, Ziploc, Plastic, 1-qt	1000/Box	
Bowl, Soup, Foam, 12 oz	8/125 Ct/Box	
Coffee Stirrers, Plastic	10,000 / Box	
Coffee, Decaf, w/Filters		
Creamer Packets	1000/Case	
Cup, Drink, Foam, 8 oz	8/125 Ct/Case	
Cutlery Kit, Individually Wrapped, Heavy Duty	250 Ct/Case	
Drink Mix, Lemonade, Sugar Free, 2 qt servings	12- 2oz Pkg/Box	
Foil, Aluminum, 18"x500'	Roll	
Forks, Individual, Plastic, Medium	1000/Box	
Gloves, Food Handling, Latex, Medium	10/100 Box	
Gloves, Food Handling, LATEX, Large	10/100 Box	
Hairnets	144/Box	
Hot Sauce Packets	200/Box	
Knife, Individual, Plastic, Medium	1000/Box	
Margarine, Individual, 5g	Gallon Bags	
Napkins, Dinner, 12"x12"	4200/Box	
Pepper Packets	3000 Box	
Plastic Wrap, Clear, 18"x2000'	Roll	
Plates, Dessert, 6"	8/125 Box	
Salt Packets	3000/Box	
Spoons, Individual, Plastic, Medium	1000/Count	
Straws, Individual, Wrapped, Jumbo	12,000/Box	
Sugar Packets	2000/Box	
Sweet N Low Packets	2500/Box	
Tray, 5-Compartment, Disposable	500/Box	
Ketchup	200/Box	
Mayo	200/Box	
Mustard	500/Box	
Tartar Sauce	200/Box	
Themormeter Wipes	500/Box	
Delivery Date	Signature	
<b>NOTES:</b>		



## 911 Emergency Communications

Item No. 20.

Destiny Davidson, 911 Director  
Districts All

---

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Destiny Davidson, 911 Director  
Randy Crider, Interim Director  
**DATE:** September 10, 2019

### **PURPOSE**

To approve a contract with AT&T for the upgrade and maintenance of the Emergency Communications Department's West phone system (formerly known as Intrado).

### **BACKGROUND**

The phone system for the Emergency Communications Department, last upgraded in June, 2013, has reached end of life, and is experiencing issues at an increasing rate. The phone system is integral for the receipt, processing, and recording of all emergency and non emergency calls. There are only two vendors approved to sell the product; AT&T, and Motorola. Quotes were obtained from both vendors and AT&T was the least expensive at \$1,737,625.00 with an overall savings of \$639,875.00.

### **IMPACT STATEMENT**

During the FY19/20 Budget process, the Emergency Communications Department requested Capital funds for the full cost associated with the replacement of the phone system; however, the funds were only partially approved. Sufficient funds are available in the FY20 budget for the initial hardware and software installation costs of \$676,825.00 plus the first year of monthly maintenance and recurring costs totaling \$212,160.00 for an overall total of \$888,985.00. Monthly maintenance and recurring costs for contract Year 2 through Year 5, totaling \$212,160.00 each year will be requested in the FY21-FY24 budgets.

### **FUNDING**

Funding is available in the FY20 budget 260-130-0200-8410 in the amount of \$888,885.00.

### **RECOMMENDATION**

The Board of Commissioners approve a contract with AT&T for the upgrade and maintenance in the amount of \$888,885.00 for the Emergency Communications Department's West phone system and authorize the Chairman to execute the necessary supporting documents.

## ATTACHMENTS

1. Cobb County ATT E911 082219 jy6985
2. Cobb Co GA - 30532v3 - ATT - Upgrade and Reconfig.docxatt82019



## Special Service Arrangement Agreement

Case Number GA19-0239-00

This Special Service Arrangement (SSA) Agreement (“Agreement”) is by and between AT&T Georgia, (“Company”) and Cobb County, Georgia (“Customer” or “Subscriber”). This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved Guidebooks which are by this reference incorporated herein.

### SECTION 1

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement (“Service”). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional Guidebook services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any Guidebook services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved General Services Guidebooks, including but not limited to Section A2 of the General Exchange Guidebook and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said Guidebook/Tariff as may be made from time to time. All appropriate Guidebook/Tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved Guidebook/Tariff, the Guidebook/Tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company.



7. Termination

**A. For Convenience**

Subscriber may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to Company. The effective date of termination shall be set forth in the notice. As the sole remedy for Subscriber's termination for convenience, Company shall be paid for any validated services performed under this Agreement up to the time of termination. Company shall not incur new obligations upon receipt of such notice and shall cancel as many outstanding obligations as possible.

**B. Statutory Termination**

This Agreement shall terminate absolutely and without further obligation on the part of Subscriber at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. § 36-60-13. This Agreement shall automatically renew for each of the remaining calendar years provided for in this Agreement, unless positive action is taken by Subscriber to terminate this Agreement, and the nature of such action shall be written notice provided to the Company within sixty (60) days before the end of the initial year of this Agreement or each succeeding remaining calendar year.

**C. For Fund Appropriation**

In accordance with the terms of O.C.G.A. §36-60-13, the Subscriber may, by written notice to the Company, unilaterally terminate immediately and absolutely this Agreement at any time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the Subscriber. In the event of the Subscriber's termination of this Agreement for fund appropriation, the Company will be paid for those services actually performed up to the date of termination. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Company which shall itemize each element of performance and said completion shall be subject to verification by the Subscriber. This Agreement does not create a debt of the Subscriber for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

- 8. This Agreement shall be construed in accordance with the laws of the State of Georgia.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company  
AT&T Georgia  
Assistant Vice President  
2180 Lake Blvd., 7<sup>th</sup> Floor  
Atlanta, GA 30319



## Special Service Arrangement Agreement

Case Number GA19-0239-00

### Subscriber

Cobb County Government E911

Attention: E911 Director

140 N Marietta Pkwy

Marietta, GA 30060

10. Neither Party may assign its rights or obligations under this Agreement without the express written consent of the other Party and only pursuant to the conditions contained in the appropriate Guidebook/Tariff except that Company may assign its rights or obligations, in whole or in part, to a corporate affiliate of Company without such consent. .
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole and reasonable discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to "BellSouth Exchange Guidebook", "BellSouth Guidebooks", "BellSouth's lawfully filed Guidebook", or any other reference to BellSouth's Guidebook on file with the Public Service Commissioner(s) of the applicable state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at the link found at [www.att.com/servicepublications](http://www.att.com/servicepublications), all incorporated herein by reference as if fully included herein. Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.
14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at [www.att.com/servicepublications](http://www.att.com/servicepublications), as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company to this Agreement.
15. This Agreement consists of this Special Service Arrangement Agreement, the Addendum, the Statement of Work, and attached Quote 30532 all of which are attached hereto and incorporated herein.



**SECTION 2: RATES AND CHARGES**

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
  - damages caused by disasters such as fire, flood, wind, lightning or earthquake.
  - damages caused by unauthorized disconnects or de-powering of the equipment.
  - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
  - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
  - damage during shipment other than original shipment to the Customer.
  - damage caused by consumables or spilled liquids, impact with other objects.
  - damage caused by any other abuse, misuse, mishandling, misapplication.
  - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear and not due to action of Company, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

**7. SPECIAL TERMS AND CONDITIONS FOR PSAP – LAN CONFIGURATIONS OR INSTALLATIONS**

CUSTOMER REPRESENTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL



**Special Service Arrangement Agreement**

Case Number GA19-0239-00

AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO ASSUME THE RISK FOR ANY DAMAGES TO A THIRD PARTY WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

8. See attached Quote 30532 for complete pricing agreement.

Service description:

This Special Service Arrangement provides a one-time charge for purchase and installation of E911 Public Safety Answering Point (PSAP) equipment and software. The monthly rate for maintenance is also provided.

This Agreement is for sixty (60) months, unless otherwise terminated in accordance with the provisions in this Agreement.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.





**Special Service Arrangement Agreement**

Case Number GA19-0239-00

This Agreement shall be void if not executed by Customer and received by AT&T within 30 days of the date AT&T executed the Agreement, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.**END OF ARRANGEMENT AGREEMENT**

Accepted by:

**VENDOR:  
AT&T GEORGIA**

**CUSTOMER:  
COBB COUNTY, GEORGIA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael H. Boyce, Chairman  
Board of Commissioners

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

County Attorney

## ADDENDUM

**THIS ADDENDUM TO AT&T GEORGIA SPECIAL SERVICE ARRANGEMENT AGREEMENT** between AT&T GEORGIA, a corporation, authorized to do business in Georgia (“AT&T GEORGIA”), and COBB COUNTY, a political subdivision of the State of Georgia (“Customer”), is attached to and by reference made a part of the Agreement (collectively the “Agreement”) of even date herewith. In the event of any ambiguity or inconsistency between the terms of this Addendum or the Agreement, the terms of this Addendum shall govern.

1. **CONFLICT OF INTEREST AFFIDAVIT.** AT&T GEORGIA agrees, and shall execute an affidavit in the form as attached hereto as **Exhibit “A”** attesting, that, to the best of its knowledge no circumstances exist that will cause a conflict of interest in performing services for customer, that no employee of Customer, nor any public agency official or employee affected by this Agreement has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Customer under this Agreement.

Should AT&T GEORGIA become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, AT&T GEORGIA shall immediately notify Customer. If Customer determines that a conflict of interest exists, Customer may require that AT&T GEORGIA take action to remedy the conflict of interest or terminate the Agreement without liability.

2. **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006.** AT&T GEORGIA acknowledges that it is responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006 located at O.C.G.A. §13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, and:
  - A. That affidavits in the form attached to this Amendment as **Exhibit “B”** be executed from AT&T GEORGIA (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
  - B. That AT&T GEORGIA (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” in the form attached to this Amendment as **Exhibit “B-1”** and that such certification be received by the Customer prior to the commencement of any work under this Agreement or subcontract;
  - C. That AT&T GEORGIA (or any subcontractor, regardless of tier) notify the Customer within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
  - D. That AT&T GEORGIA be responsible for obtaining and providing to the Customer the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” required in the form attached to this Amendment as **Exhibit “C”** and **Exhibit “C-1”** from each subcontractor, regardless of tier, employed or retained for work under this Agreement prior to the commencement of any work under the contract or any subcontract;
  - E. That Customer reserves the right to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. §13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
  - F. That AT&T GEORGIA and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Customer for immigration

compliance and further provide notice that the Customer reserves the right to require the AT&T GEORGIA to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

- G. That failure to comply with any of the requirements and procedures of the Customer (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or cooperate in audits or reviews of records by Customer or State officials upon request; and/or failure to continue to meet any of the statutory or Customer obligations during the life of the Agreement) shall constitute a material breach of the Agreement and shall entitle the Customer to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements or entitle the Customer to terminate this Agreement;
- H. That upon notice of a material breach of these provisions, AT&T GEORGIA (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the Customer shall be entitled to all available remedies, including termination of the Agreement, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

### 3. INSURANCE.

#### A. Requirement:

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may be caused, in whole or in part, by the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### B. Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits of:

- i. Commercial General Liability (ISO form CG 00 01 or its equivalent): \$1,000,000 combined single limit per occurrence and in the aggregate for general liability coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent contractors and contractual liability, broad- from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
- ii. Commercial Automobile Liability (owned, non-owned and hired): \$1,000,000 combined single limit per accident and for bodily and personal injury, death, injury to or destruction of property, including loss of use resulting therefrom.
- iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per accident/per employee per disease/per disease policy limit.
- iv. Professional Liability (Errors and Omissions) Coverage: \$1,000,000 combined single limit per occurrence is required, in the event a contractor is performing

design, engineering or other professional services.

- v. Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated coverage limits for Commercial General Liability, Commercial Automobile Liability, and Employers Liability policies of insurance. Contractor may use any combination of primary and excess insurance to meet the total limits required.

C. Self-Insured Retention

Any self-insurance retentions must be declared on the Certificate of Insurance. Contractor shall pay all retentions and be liable for all claims, losses and damages for which it self-insures. Contractor may self-insure any of the required insurance under the same terms as required by this Agreement.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability, Automobile Liability, and Umbrella/Excess Insurance

- (a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, employees, and volunteers (hereinafter referred to as “Insured Party” or “Insured Parties”) are to be **included as additional insureds** as respects: liability caused, in whole or in part, by activities performed by or on behalf of the Contractor; products and completed operations of the

Contractor, premises owned, leased, or used by the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

- (b) Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- (c) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (d) Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- (e) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits.

E. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may be caused, in whole or in part, by the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. To the extent allowed by law the insurer shall agree to waive all rights of subrogation against Owner, and its officers, officials, employees and volunteers for losses caused, in whole or in part, by the work performed by the Contractor for Owner.

F. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses caused, in whole or in part, by work performed by the Contractor for Owner.

G. All Coverages

(i) Notice Requirement.

Contractor will provide at least thirty (30) days' prior written notice to Owner, in care of the Cobb County Information Services, 100 Cherokee Street, Suite 520, Marietta, GA 30090 of cancellation or non-renewal of any required coverage that is not replaced.

(ii) Acceptability.

The insurance to be maintained by Contractor must be issued by a eligible to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A-" or better and with a financial rating of Class VII or greater.

(iii) Failure of Insurers.

The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form

H. Verification of Coverage

Contractor shall furnish Owner with certificates of insurance and the required endorsements to the policies evidencing all coverages required by this Contract. The certificates and required endorsements for each insurance policy are to be signed by a person authorized by Contractor. The certificates and required endorsements shall be received before any work commences. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage

I. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and required endorsements for each subcontractor. Contractor will require subcontractors that may perform work on this project to maintain reasonable and prudent insurance coverage and limits in accordance with the work to be performed and in line with industry custom and practice.

#### **4. INDEMNIFICATION**

AT&T GEORGIA shall defend, indemnify and hold harmless Customer and Customer's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, expenses, and liability, arising from third party claims for damage to real property or tangible personal property or bodily injury (including death), including but not limited to reasonable attorneys' fees and other legal expenses, ("Liabilities") to the extent such Liabilities may arise from or be the result of willful misconduct or gross negligence arising out of the performance of contracted services or operations by AT&T GEORGIA, any subcontractor, anyone employed by AT&T GEORGIA or subcontractor or anyone for whose acts AT&T GEORGIA or subcontractor may be liable, This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party.

In any and all claims against an Indemnified Party or Indemnified Parties by an employee of AT&T GEORGIA its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for AT&T GEORGIA or its subcontractors, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify, defend and hold harmless the Indemnified Party and Indemnified Parties shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

#### **5. Terms.**

All other terms and conditions of the Agreement, as amended, shall remain the same and unchanged except as specifically set forth herein. The Agreement and this Addendum shall be construed as if they were a single document. All terms not otherwise defined herein shall have the same meaning as ascribed to them in the Agreement, as amended.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates noted below.

**VENDOR:**  
**AT&T GEORGIA**

**CUSTOMER:**  
**COBB COUNTY, GEORGIA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael H. Boyce, Chairman  
Board of Commissioners

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
County Attorney

**EXHIBIT "A"**

**CONFLICT OF INTEREST AFFIDAVIT**

As a duly authorized representative of the firm AT&T GEORGIA, I, (Insert Name), with the title \_\_\_\_\_, certify that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for Cobb County, Georgia, that no employee of Cobb County, nor any public agency official or employee affected by the Products and Services Agreement with Cobb County has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County, Georgia.

Date: \_\_\_\_\_

Name: AT&T GEORGIA

Authorized Representative Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_



**EXHIBIT "B"**  
**CONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)]. The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT "C-1") prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (Exhibit "C-2") prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance for a period of five (5) years and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Allow the audit or review of records of compliance by the Customer upon request.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

AT&T GEORGIA

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

*EFFECTIVE 10-28-2010*

**EXHIBIT "B-1"**  
**CONTRACTOR IMMIGRATION COMPLIANCE CERTIFICATION**

*(To be completed by AT&T GEORGIA and all subcontractors prior to contract initiation, and at any time there is a change in personnel assigned to the Project.)*

I certify to Cobb County, Georgia that the following employees will be assigned to:  
E911 Phone System Upgrade and Maintenance

*(Project Name/Program Number)*


I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed;
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the Project;
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate;
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States;
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the Project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

\_\_\_\_\_  
Signature of Officer

AT&T GEORGIA

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

*EFFECTIVE 10-28-2010*

**EXHIBIT "C"**  
**SUBCONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)]. The undersigned AT&T GEORGIA further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT "C-1") prior to the commencement of any work under the contract/agreement;;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (Exhibit "C-2") prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any AT&T GEORGIA or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance for a period of five (5) years and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Allow the audit or review of records of compliance by the County upon request.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

AT&T GEORGIA

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(AT&T GEORGIA )

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

*EFFECTIVE 10-28-2010*

**EXHIBIT "C-1"**  
**SUBCONTRACTOR IMMIGRATION COMPLIANCE CERTIFICATION**

*(To be completed by AT&T GEORGIA and all subcontractors prior to contract initiation, and at any time there is a change in personnel assigned to the Project.)*

I certify to Cobb County, Georgia that the following employees will be assigned to:  
E911 Phone System Upgrade and Maintenance


I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed;
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the Project;
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate;
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States;
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the Project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

\_\_\_\_\_

AT&T GEORGIA

Signature of Officer

\_\_\_\_\_

Printed Name/Title

\_\_\_\_\_

Date

\_\_\_\_\_

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

*EFFECTIVE 10-28-2010*

**Statement of Work  
for  
E-911 Solution  
Implementation**

Special Service Arrangement Agreements	Date	COMPANY Project Manager	COMPANY Sales Team
<b>GA19-0239-00</b>	<b>4/11/2019</b>	to be assigned	Dutch Heineck Tullie Warren Leslie Daniel

**INTRODUCTION AND INTENT**

This Statement of Work (“SOW”) is submitted under Special Service Arrangement Agreements GA19-0239-00 for the Upgrade of an existing West Safety Solutions Viper 911 Call Handling System, BellSouth Telecommunications, LLC d/b/a AT&T Georgia (“COMPANY”) and the Cobb County GA (“Customer”) with PSAP located at 140 N Marietta Pkwy NE Marietta GA 30060 and Backup VIPER System at 2380 Cobb Pkwy Kennesaw GA 30152. Except as specifically stated below, all terms and conditions of the Special Service Arrangement Agreements GA19-0239-00 will remain in full force as executed.

The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other work. COMPANY will deliver to the CUSTOMER the Equipment and Services detailed in this SOW at the cost set forth in the Special Service Arrangement Agreements GA19-0239-00. A mutually agreed upon implementation schedule will be developed based on CUSTOMER and COMPANY resource availability.

**PROJECT SCOPE**

AT&T will upgrade CUSTOMER existing VIPER 911 call handling system hardware and current software versions. Viper solution to include the Equipment and Services detailed in this SOW at the cost set forth in the Special Service Arrangement Agreements GA19-0239-00 and with the latest AT&T 911 Lab approved 5.1 version.

Deployment will be for 5.1 VOICE ONLY (to include integration with call recording)

"V-VIPER System Configuration Parameters

Maximum Number of Call-Taking Positions: Primary PSAP 35

Maximum Number of Call-Taking Positions: Backup PSAP 13

Maximum Number of E9-1-1 CAMA Trunks Primary PSAP 24

Maximum Number of E9-1-1 CAMA Trunks: Backup PSAP 12

Maximum Number of FXO Administrative Lines: 72 (Primary PSAP 4 (note that SIP Trunking will be used for all but four (4) administrative lines)

Maximum Number of FXO Administrative Lines: Backup PSAP 4 (note that SIP Trunking will be used for all but four (4) administrative lines)

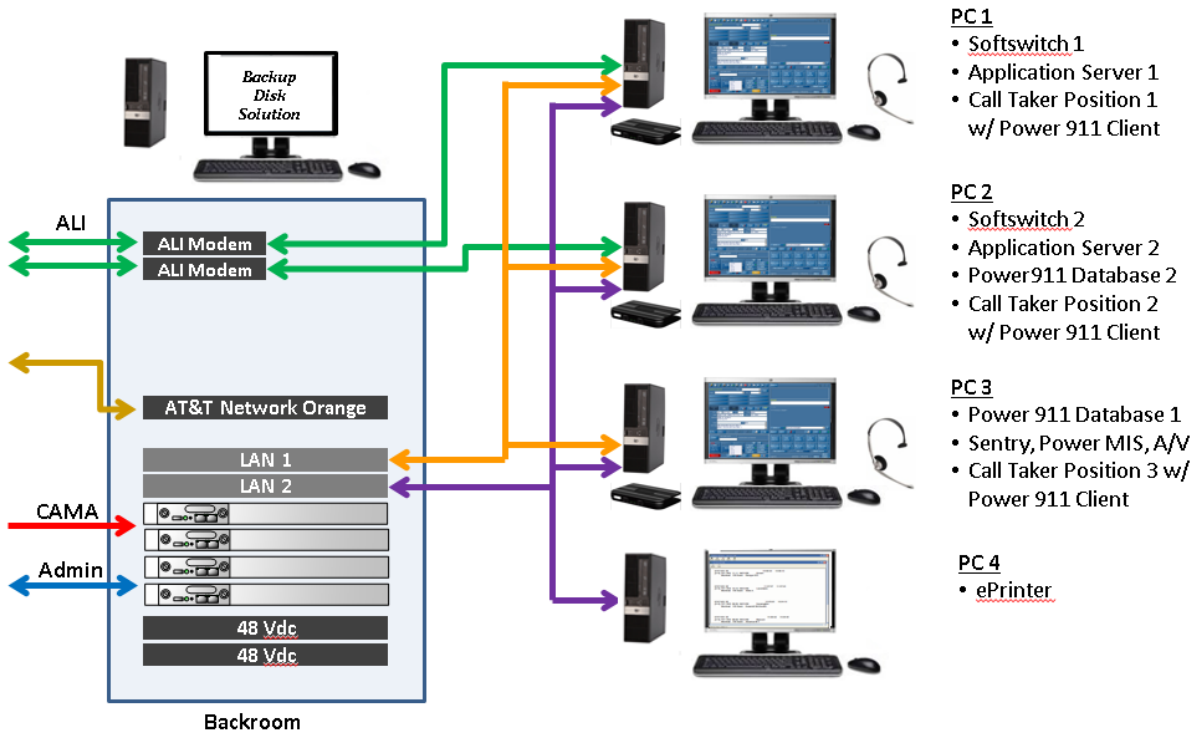
Maximum Number of ISDN / PRI Circuits: 2

Remote Support Connectivity: MANTA 2000 (AT&T monitoring device) This will be implemented as part of this VIPER Upgrade Project

Software Versions shall be upgraded to latest AT&T lab approved:

Existing Software Versions at main PSAP at 140 N Marietta Pkwy Marietta GA

- VIPER 4.1 SP4 KB008121
- POWER 5,5.4.503
- POWER MONITOR 2.5.0.9



NOTE: PC 4 ePrinter not included in the project scope.

## CURRENT 911 CALL HANDLING NETWORK

### VIPER 911 Call Handling System

### PROPOSED Viper Solution

## COMPLETE HARDWARE AND SOFTWARE UPGRADE

**Viper: 140 N Marietta Pkwy NE Marietta GA 30060**

**Viper: 2380 Cobb Pkwy Kennesaw GA 30152**

Cobb County E911

Kevin Gardner

Assistant Director

[k.gardner@cobbcounty.org](mailto:k.gardner@cobbcounty.org)

(770) 590-5593



## Spares Kit

- **6 GEN 3 A9C boxes.**

## RDS TRACKING NUMBER: TBD

## Electrical Service

E-911 is a critical service that is provided to assist in life support situations. Therefore, it is **HIGHLY RECOMMENDED** that AT&T's E-911 PSAP SITE PREPARATION PRACTICE be followed when providing this service to ensure the protection of the end users and efficient operation of Public Safety Answering Point (PSAP) equipment according to its design.

AT&T will have no obligation to repair or replace damaged equipment. Any subsequent repairs to AT&T provided equipment will be handled on a time and materials basis and CUSTOMER will be billed for such charges.

## ASSUMPTIONS

- Please note that additional cost may be incurred upon completion of Site Survey. The Site Survey is intended to identify any additional miscellaneous equipment or services which may be required ensuring smooth installation and operation of the quoted system.
- This SOW does not include installing AC outlets, AC Power Panels and/or grounding.
- Develop the solutions design including the configurations for E911 solution, network Equipment (both hardware and software), and route and dial plans.
- Develop the E911 solution (system, gateway, station and phone), route and dial plan configurations with input from the CUSTOMER and / or design team.
- Develop the Implementation-specific network diagram with input from the CUSTOMER and / or the design team.
- Review the solution design and provide the existing network upgrade recommendations.

## Staging

- On-site staging and initial quality testing of all Equipment provided by COMPANY.
- Receive and inventory Equipment needed for the Viper upgrade solution.

## Installation

- **All power and environmental requirements for all Equipment to be provided to CUSTOMER in advance of installation where applicable.**
- Confirm with CUSTOMER that any site readiness tasks have been completed and the required circuits are provisioned and operational.
- **Verify network configuration with CUSTOMER single point of contact prior to on-site installation.**
- Unpack, inventory and inspect COMPANY provided Equipment at the CUSTOMER installation site.
- Install/rack mount and connect the Equipment to the CUSTOMER provided facilities at the agreed



upon demarcation points.

- **Configure and install all Equipment listed on attached Equipment list.**
- Troubleshoot and replace hardware failures of new Equipment relating to the installation / upgrade of the COMPANY provided product.
- Provide remote technical support for the on-site technician or engineer during the installation, migration, cutover and implementation testing.
- Document IP Addressing Plan and Equipment configurations.
- Verify network interoperability testing as required.
- Execute the implementation test plan.
- Deliver the work complete form for the Equipment installed.

### **SYSTEM UPGRADE CUTOVER**

- New hardware will be set up at both the PRIMARY and Backup PSAPS. AT&T will stand up new hardware alongside the existing hardware. AT&T will move each individual trunk from the existing VIPER to the new VIPER until all calls are being received on the new VIPER. THE SIP configuration for the new VIPERS will be configured and tested prior to cut live. In the event of any malfunction's calls can be reverted back to the analog version.

## **Testing and Acceptance**

CUSTOMER End User Equipment will be deemed accepted when the parties agree the following criteria have been met:

- The E 9-1-1 CUSTOMER End User Equipment is in an operating condition ( go-live state )
- The system has the ability to answer live E 9-1-1 calls. (Minor omissions not materially affecting system functionality shall be noted and promptly remedied by COMPANY.)
- The quality and reliability of the system has reached a level of stability such that the new E 9-1-1 system has been cut over and has been in constant use as the primary source of E 9-1-1 call processing for 120 consecutive hours without malfunctions. Malfunctions shall be defined as any feature, network element, or other problem that affects handling of 9-1-1 calls. Determination of what constitutes a “malfunction” will be mutually agreed upon between CUSTOMER and COMPANY.
- The system is providing all features and capabilities per this Scope of Work and the Pricing Schedule.
- The quality and level of transmission is consistent with published specifications of the system.
- All wiring, grounding, and interface equipment installation has been completed, and is in accordance with industry standards.
- The training program for CUSTOMER’s employees has been satisfactorily completed.
- System documentation is complete and on file with the CUSTOMER.
- Procedures have been established for CUSTOMER for the receipt and dispatch of COMPANY service specific technicians.

## **Day-1 Support**

Provide **(24) hours**, defined as one consecutive workday, of on-site support for the implemented infrastructure specified within this document. This support will commence immediately upon the completion of the installation services listed herein.

- The COMPANY engineer will provide CUSTOMER support as appropriate for resolution of phone quality and functionality issues.
- COMPANY will rely upon individual call taker to report any outstanding discrepancies during this period.

COMPANY 911 Resolution center **800-553-2811** is the first point of contact for service and repair all equipment sold under the scope of this service offering for the specified term of the agreement. Maintenance of 911 Services provided hereunder by COMPANY will be available 24 hours a day, 7 days a week, and 365 days a year. COMPANY shall respond to emergency requests for maintenance or repair Services immediately upon the call for service.

## **CUSTOMER RESPONSIBILITIES**

### **Project Management**

- Designate a Project Manager for all project support issues within the scope of this project. Such person shall have the authority to act on all CUSTOMER aspects of the services. This individual shall be responsible for defining CUSTOMER requirements, ensuring site readiness and implementing any necessary changes for each site prior to installation of solution.
- Designate a Technical Contact that has detailed knowledge of the CUSTOMER's existing network as well as policies utilized.
- Ensure that COMPANY's request for information or documentation needed for this project is delivered within the agreed upon timeframe.
- Identify primary and backup CUSTOMER on-site contacts for all installation sites that are accountable to provide any special site access clearance, escort, safety training or information required. The site contact shall interface with other organizations as required.
- Provide adequate secured storage area on CUSTOMER site for Equipment for the duration of the project.

### **System Configuration – Data Collection**

- Where applicable provide the IP and subnet mask addressing plan for any external IP network connections.
- Provide input to COMPANY for the development of E911 solution (system, gateway and phone), route plan, dial plan, call flow, and station configurations using specified forms, spreadsheets or templates.
- COMPANY will provide forms, spreadsheets or templates for CUSTOMER to fill out with workgroup phone and station requirements so that solution may be properly configured.
- Provide building layout, including floor plans, cabling and power locations for all applicable sites.
- Mutually schedule with COMPANY the site survey with each CUSTOMER site contact.

### **System Configuration - Network Design Review**

- Provide a list of users, security levels and access privileges. Define the E911 solution system administration, security policies and any other special requirements to be implemented in the Equipment.

### **Installation**

- Perform all upgrades and changes identified and required by COMPANY for the successful Implementation of the E911 solution. Ensure that proper environmental conditions are met and adequate power and grounding are available as specified at each site. COMPANY shall not proceed with the Equipment installation until such modifications and changes are made.
- Verify all distance and interference limitations of interface cables to be used and that all necessary cabling, power and grounding is delivered and installed prior to the installation date.
- Provide a voice telephone line and number (near the product) for use by the installer.
- Install and verify the operation of all CPE not provided by COMPANY.
- Provide a PBX, telco, network, and / or cabling technician to be available during the network

installation and implementation testing to make network changes required to make the data / voice network operational.

- Assist with any other reasonable requests needed for network implementation.
- Verify and ensure proper power receptacles are installed, cabling plant, environmental and rack space requirements etc.
- Ensure that the network upon which the E911 solution operates is continuously powered.
- Extend demarcation point(s) to the Equipment installation location(s).
- Provide all related configuration information required, existing addressing schema, VLAN design, etc.
- Entry into all areas of building required to perform services as contracted.
- Install and verify the operation of all CUSTOMER Premise Equipment not provided by COMPANY.

### **CHANGE CONTROL**

- The Change Control Process governs changes to the project scope during the life of the project. The purpose of this process is to standardize and optimize the evaluation, testing, and installation of new features and functionality during the project. The process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the project and will continue throughout the project's duration. Additional procedures and responsibilities may be outlined by the Project Manager, mutually accepted by both COMPANY and CUSTOMER Project Manager, and included in the baseline project plan.
- A Change Request will be the vehicle for communicating any desired changes to the project. It will describe the change, the reason for the change, and the effect the change may have on the project.
- The COMPANY Project Manager will submit a written Change Request along with an itemized bill of materials and associated Professional Services to the CUSTOMER Project Manager.
- Both COMPANY and CUSTOMER will review the proposed Change Request, any additional cost incurred (Equipment or services) and any change to the project schedule. Both COMPANY and CUSTOMER must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule, or price.

### **COMPLETION**

Acceptance of Equipment and Services occurs on Implementation as defined in the Addendum Agreement. CUSTOMER has five (5) business days to schedule the appropriate CUSTOMER personnel to review the particular Equipment and Services provided and sign the Equipment and/or Service Deliverable Acknowledgement document. Signing this Acknowledgement, or failure to respond within the five (5) working day period, signifies CUSTOMER's acknowledgement of the compliance with specifications of the Equipment and Services. If the Equipment and/or Services do not comply with applicable specifications, CUSTOMER must immediately provide written notification to COMPANY describing how the Equipment or Services fail to comply. COMPANY shall have ten (10) working days after the receipt of such notice to correct the noncompliance if that noncompliance is within the scope of the project. The time to correct may be extended by mutual consent. On correction of the noncompliance, CUSTOMER shall sign the Acknowledgement.

**VENDOR:  
AT&T GEORGIA**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER:  
COBB COUNTY, GEORGIA**

By: \_\_\_\_\_

Michael H. Boyce, Chairman  
Board of Commissioners

Attest: \_\_\_\_\_

County Clerk

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
County Attorney



## **System Upgrade**

*for*

## **Cobb County, GA**

**(AT&T Southeast)**

**Quote Number: 30532**

**Version: 4**

**August 22, 2019**

The terms and conditions available at [west.com/legal-privacy/terms/call-handling](https://www.west.com/legal-privacy/terms/call-handling) will apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Customer is purchasing under a cooperative purchasing agreement. The terms of this Quote will govern any conflict with the above-mentioned terms, and Customer's issuance of a purchase order for any or all of the items described in this Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply. This document contains confidential and proprietary information owned by West Safety Solutions Corp. or its affiliates, and such information may not be used or disclosed by any person without prior written consent.

**Summary All Sites - 5 Years**

Item	Cost
Node A	\$432,532.97
Node B	\$244,292.03

**Total: \$676,825.00**

**Recurring Services \$1,979.00 mo.**

**Maintenance Services \$15,701.00 mo.**

Description	Monthly
<b>NODE A</b>	
AT&T Maintenance	\$ 5,250.00
Text to 911	\$ 1,081.00
Power Metrics	\$ 359.00
West Software Subscription	\$ 5,250.00
West Software Protection	\$ 1,680.00
West Hardware Protection	\$ 1,140.00
West Operating System Updates	\$ 50.00
West Ant Virus	\$ 381.00
<b>Sub - Total</b>	<b>\$ 15,191.00</b>
<b>NODE B</b>	
AT&T Maintenance	\$ 975.00
Text To 911	\$ 180.00
Power Metrics	\$ 359.00
West Software Subscription	\$ 195.00
West Software Protection	\$ 375.00
West Hardware Protection	\$ 379.00
Anti Virus	\$ 26.00
<b>Sub - Total</b>	<b>\$ 2,489.00</b>
<b>TOTAL</b>	<b>\$ 17,680.00</b>

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**Summary - 5 Years - Node A**

<b>Item</b>	<b>Cost</b>
Systems	\$352,644.00
Services	\$106,234.00
Recurring Services	\$1,440.00 mo.
Maintenance	\$8,501.00 mo.
Discount	(\$26,345.03)
<b>Total:</b>	<b>\$432,532.97</b>

<b>AT&amp;T Maintenance</b>	<b>\$5,250.00 mo.</b>
<b>West</b>	<b>\$9,941.00 mo.</b>
<b>TOTAL</b>	<b>\$15,191.00 mo.</b>



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## Configuration Parameters - Node A

### Site Configuration

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Total Positions	35
Total Number of E9-1-1 CAMA Trunks	Up to 24
Total Number of FXO Lines	Up to 4
Total Number of ISDN-PRI channels (T1)	0
SIP Ingress	Not Included
SIP Interface to Third Party PBX/ECCP for Admin Trunks	Included
PowerOPS	1 Included
VIPER ACD	Included
Add-on for Radio Recorder	Not Included

### Systems

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VIPER	\$134,075.00
Power Stations	\$170,942.00
Power 911	\$0.00
Power Metrics Setup Fees	\$8,400.00
TXT29-1-1 Setup Fees	\$11,400.00
OS Update Service Setup Fees	\$1,800.00
Power 911 Hardware	\$10,685.00
Object Server Hardware	\$5,519.00
Common Hardware	\$6,574.00
PowerOps Hardware	\$2,109.00
Peripheral Hardware	\$1,140.00
DISCOUNT	(\$26,345.03)

### Professional Services

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Staging	\$12,600.00
Project Survey	\$4,020.00
Installation	\$44,400.00
Pre-Cutover Services	\$4,020.00
Post-Cutover Services	\$4,020.00
Call Taker and Admin Training	\$20,340.00
CCS Training	\$8,100.00
Project Management Services	\$8,734.00

### Recurring Services

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TXT29-1-1 Recurring Services	\$1,081.00 mo.
Power Metrics Recurring Srv	\$359.00 mo.

### Maintenance

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Software Subscription	\$5,250.00 mo.
Software Protection and Remote Tech Support	\$1,680.00 mo.
Hardware Protection	\$1,140.00 mo.
OS Update Recurring Fees	\$50.00 mo.
Anti Virus Services	\$381.00 mo.

Model#	Description	Qty	Selling Price	Total
<b>VIPER</b>				
912817/BB	7 Foot Cabinet Prebuilt Building Block	1	\$25,407.00	\$25,407.00
912890/BB	Media Kit Prebuilt Building Block	1	\$0.00	\$0.00
912920	ECCP Workstation License	35	\$0.00	\$0.00
912800	VIPER Gateway Shelf	3	\$726.00	\$2,178.00
912801	CAMA Interface Module (CIM)	6	\$1,973.00	\$11,838.00
912811/U	Application Server Position Access License Upgrade	37	\$0.00	\$0.00
912812/U	PBX Access License Upgrade	35	\$0.00	\$0.00
912814	Admin Interface Module (AIM)	1	\$1,027.00	\$1,027.00
P10008	License to Connect Non-Intrado Recording Device	1	\$1,389.00	\$1,389.00
P10035	PowerOps Software Media	1	\$72.00	\$72.00
912850/U	VIPER Integrated ACD (Per Position) Upgrade	35	\$0.00	\$0.00
912925	SIP I/F to 3rd Party PBX License - Per Position	35	\$1,389.00	\$48,615.00
C10036	Power Cord Cable with A/C twist lock connector	3	\$190.00	\$570.00
912820/48	Cisco C3650-48-TS-S 48 port Switch (with stacking module)	4	\$10,744.00	\$42,976.00
E10823	PowerOps Client Access License - UPGRADE from Power Monitor-Wallboard to PowerOps	2	\$1.50	\$3.00
			<b>Subtotal</b>	<b>\$134,075.00</b>
<b>Power Stations</b>				
914121/1	IWS Workstation - Software and Configuration	35	\$328.00	\$11,480.00
911809	A9C G3, Call Handling Accessories	35	\$389.00	\$13,615.00
911810-1	A9C G3 : Bundle	35	\$4,165.00	\$145,775.00
911785	Position Image - Power Station Gen3	1	\$72.00	\$72.00
			<b>Subtotal</b>	<b>\$170,942.00</b>
<b>Power 911</b>				
913100/U	Power 911 Client Access License Upgrade	35	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	35	\$0.00	\$0.00
			<b>Subtotal</b>	<b>\$0.00</b>
<b>Power Metrics Setup Fees</b>				
P10195	Power Metrics Advanced - Service	1	\$8,400.00	\$8,400.00

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set-up: single RDDM-Server Class

				<b>Subtotal</b>	<b>\$8,400.00</b>
<b>TXT29-1-1 Setup Fees</b>					
TCCOTF3	TCC Status Change Provisioning One-Time-Fee per PSAP (11+ seats)	1		\$11,400.00	\$11,400.00
				<b>Subtotal</b>	<b>\$11,400.00</b>

**OS Update Service Setup Fees**

915137/1	Set-Up Fee	1		\$1,800.00	\$1,800.00
				<b>Subtotal</b>	<b>\$1,800.00</b>

**Power 911 Hardware**

914961	IWS Server RACK Bundle - Type B	1		\$10,865.00	\$10,865.00
				<b>Subtotal</b>	<b>\$10,865.00</b>

**Object Server Hardware**

914962	IWS Server RACK - Type A	1		\$3,379.00	\$3,379.00
914121/3	IWS Object Server - Underlying Software	1		\$1,678.00	\$1,678.00
914957	Rocket Port Express Quadcable DB9, PCIe Card	1		\$462.00	\$462.00
				<b>Subtotal</b>	<b>\$5,519.00</b>

**Common Hardware**

914956	1U Keyboard/LCD/Trackball/8-Port KVM	1		\$2,276.00	\$2,276.00
P10114/R	Backup Disk Solution for Windows Server (Rack-Mount)	1		\$4,298.00	\$4,298.00
				<b>Subtotal</b>	<b>\$6,574.00</b>

**PowerOps Hardware**

914102/BB	IWS Workstation Prebuilt Building Block	1		\$2,109.00	\$2,109.00
				<b>Subtotal</b>	<b>\$2,109.00</b>

**Peripheral Hardware**

600150	Punch Blocks	3		\$190.00	\$570.00
207-990000-046	Cable Cheat - 25PR, 25', MF	3		\$190.00	\$570.00
				<b>Subtotal</b>	<b>\$1,140.00</b>

**Staging**

950852	Front Room Equipment Staging - Per Position	35		\$300.00	\$10,500.00
950853	Back Room Equipment Staging - Per Cabinet	1		\$2,100.00	\$2,100.00

				<b>Subtotal</b>	<b>\$12,600.00</b>
<b>Project Survey</b>					
950100	Project Survey (per Site)	1	\$1,800.00	\$1,800.00	
960575	Living Expense per Day per Person	3	\$240.00	\$720.00	
960580	Travel Fee per Person	1	\$1,500.00	\$1,500.00	
				<b>Subtotal</b>	<b>\$4,020.00</b>
<b>Installation</b>					
950104	Professional Services (per Day)	19	\$1,800.00	\$34,200.00	
960575	Living Expense per Day per Person	23	\$240.00	\$5,520.00	
960580	Travel Fee per Person	2	\$1,500.00	\$3,000.00	
P10005	Graphical Representation of an Installed System with Service, System as Built	1	\$1,680.00	\$1,680.00	
				<b>Subtotal</b>	<b>\$44,400.00</b>
<b>Pre-Cutover Services</b>					
950400	Pre-cut Verification	1	\$1,800.00	\$1,800.00	
960575	Living Expense per Day per Person	3	\$240.00	\$720.00	
960580	Travel Fee per Person	1	\$1,500.00	\$1,500.00	
				<b>Subtotal</b>	<b>\$4,020.00</b>
<b>Post-Cutover Services</b>					
950500	Post-Cutover Services	1	\$1,800.00	\$1,800.00	
960575	Living Expense per Day per Person	3	\$240.00	\$720.00	
960580	Travel Fee per Person	1	\$1,500.00	\$1,500.00	
				<b>Subtotal</b>	<b>\$4,020.00</b>
<b>Call Taker and Admin Training</b>					
960780	Power 911 Administrator Training	2	\$1,800.00	\$3,600.00	
960801	Power 911 User Training	7	\$1,800.00	\$12,600.00	
960575	Living Expense per Day per Person	11	\$240.00	\$2,640.00	
960580	Travel Fee per Person	1	\$1,500.00	\$1,500.00	
				<b>Subtotal</b>	<b>\$20,340.00</b>
<b>CCS Training</b>					
P10088	ACD CCS Training	3	\$1,800.00	\$5,400.00	
960575	Living Expense per Day per Person	5	\$240.00	\$1,200.00	
960580	Travel Fee per Person	1	\$1,500.00	\$1,500.00	
				<b>Subtotal</b>	<b>\$8,100.00</b>
<b>Project Management Services</b>					

950510	Project Management Services	1	\$8,734.00	\$8,734.00
			<b>Subtotal</b>	<b>\$8,734.00</b>

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**TXT29-1-1 Recurring Services** **Monthly**

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\$1,081.00

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**Power Metrics Recurring Srv** **Monthly**

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\$359.00

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**Software Subscription** **Monthly**

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\$5,250.00

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**Software Protection and Remote Tech Support** **Monthly**

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\$1,680.00

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**Hardware Protection****Monthly**  
**\$1,140.00**

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**OS Update Recurring Fees****Monthly**  
**\$50.00**

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**PowerOps Maint Services**

E10643	PowerOps Maintenance Year 1	1	\$0.00	\$0.00
E10648	PowerOps Renewal Year 3rd Party Year 2	1	\$0.00	\$0.00
E10648	PowerOps Renewal Year 3rd Party Year 3	1	\$0.00	\$0.00
E10648	PowerOps Renewal Year 3rd Party Year 4	1	\$0.00	\$0.00
E10648	PowerOps Renewal Year 3rd Party Year 5	1	\$0.00	\$0.00
			<b>Subtotal</b>	<b>\$0.00</b>

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**DISCOUNT**

DISCOUNT MNTC	Maintenance Discount	1	(\$12,596.15)	(\$12,596.15)
DISCOUNT SVC	Service Discount	1	(\$2,979.45)	(\$2,979.45)
DISCOUNT SYST	System Discount	1	(\$8,536.64)	(\$8,536.64)
DISCOUNT REC SVC	Recurring Services Discount	1	(\$2,232.79)	(\$2,232.79)
			<b>Subtotal</b>	<b>(\$26,345.03)</b>

**Total**      **\$432,532.97**

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Antivirus Recurring Fees	Monthly
AT&T Maintenance	\$381.00
	\$5,250.00

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**Optional Power Metrics****Power Metrics Recurring Srv****Monthly**  
**\$292.00**

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**Optional Items and Services**

<b>Model#</b>	<b>Description</b>	<b>Qty</b>	<b>Selling Price</b>	<b>Total Price</b>
<b>PowerOps Hardware</b>				
914102/BB	IWS Workstation Prebuilt Building Block	1	\$2,109.00	\$2,109.00
			<b>Subtotal</b>	<b>\$2,109.00</b>
<b>Critical Spares</b>				
912802/2	VIPER Primary Application Server	1	\$4,614.00	\$4,614.00
912800	VIPER Gateway Shelf	1	\$726.000	\$726.00
912801	CAMA Interface Module (CIM)	1	\$1,973.00	\$1,973.00
912813	48V Power Supply and Shelf - VIPER System	1	\$1,258.00	\$1,258.00
912814	Admin Interface Module (AIM)	1	\$1,027.00	\$1,027.00
914121/1	IWS Workstation - Software and Configuration	1	\$328.00	\$328.00
912820/48	Cisco C3650-48-TS-S 48 port Switch (with stacking module)	1	\$10,744.00	\$10,744.00
911809	A9C G3, Call Handling Accessories	1	\$389.00	\$389.00
911810-1	A9C G3 : Bundle	1	\$4,165.00	\$4,165.00
			<b>Subtotal</b>	<b>\$25,224.00</b>
<b>Tuition, Trip, Travel for 1 Student to Attend 2019 Safety Services User Group</b>				
960575	Living Expense per Day per Person	5	\$240.00	\$1,200.00
960580	Travel Fee per Person	1	\$1,500.00	\$1,500.00
			<b>Subtotal</b>	<b>\$2,700.00</b>



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## Summary - 5 Years - Node B

Item	Cost
Systems	\$205,012.00
Services	\$47,935.00
Recurring Services	\$539.00 mo.
Maintenance	\$975.00 mo.
Discount	(\$8,654.97)

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**Total:** **\$244,292.03**

AT&T Maintenance	\$975.00 mo.
West	\$1,514.00 mo.
<b>Total</b>	<b>\$2,489.00 mo.</b>

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## Configuration Parameters - Node B

### Site Configuration

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Total Positions	13 Dark, 13 Admin Sets
Total Number of E9-1-1 CAMA Trunks	Up to 12
Total Number of FXO Lines	Up to 4
Total Number of ISDN-PRI channels (T1)	0
SIP Ingress	Not Included
SIP Interface to Third-Party PBX/ECCP for Admin Trunks	Included
PowerOPS	1, Included
VIPER ACD	Included
Add-on for Radio Recorder	Not Included

### Systems

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VIPER	\$114,230.00
Power Stations	\$63,538.00
Power 911	\$0.00
Power Metrics Setup Fees	\$4,800.00
TXT29-1-1 Setup Fees	\$11,400.00
Object Server Hardware	\$5,519.00
Common Hardware	\$2,276.00
PowerOps Hardware	\$2,109.00
Peripheral Hardware	\$1,140.00
DISCOUNT	(\$8,654.97)

### Professional Services

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Staging	\$6,000.00
Project Survey	\$4,020.00
Installation	\$25,060.00
Pre-Cutover Services	\$4,020.00
Post-Cutover Services	\$4,020.00
Project Management Services	\$4,815.00

### Other Services

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TXT29-1-1 Recurring Services	\$9,000.00
Power Metrics Recurring Srv	\$17,933.00

### Maintenance

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Software Subscription	\$180.00 mo.
Software Protection and Remote Tech Support	\$375.00 mo.
Hardware Protection	\$379.00 mo.
Ant Virus Services	\$26.00 mo.

**TOTAL** **\$960.00 mo.**

Model#	Description	Qty	Selling Price	Total
<b>VIPER</b>				
912817/BB	7 Foot Cabinet Prebuilt Building Block	1	\$25,407.00	\$25,407.00
912890/BB	Media Kit Prebuilt Building Block	1	\$0.00	\$0.00
912920	ECCP Workstation License	26	\$0.00	\$0.00
912800	VIPER Gateway Shelf	3	\$726.00	\$2,178.00
912801	CAMA Interface Module (CIM)	3	\$1,973.00	\$5,919.00
912811	Application Server License	13	\$693.00	\$9,009.00
912811/U	Application Server Position Access License Upgrade	15	\$0.00	\$0.00
912812	PBX Access License	13	\$449.00	\$5,837.00
912812/U	PBX Access License Upgrade	13	\$0.00	\$0.00
912814	Admin Interface Module (AIM)	1	\$1,027.00	\$1,027.00
P10008	License to Connect Non-Intrado Recording Device	1	\$1,389.00	\$1,389.00
E10642	PowerOps Client Access License	1	\$5,220.00	\$5,220.00
P10035	PowerOps Software Media	1	\$72.00	\$72.00
912850/U	VIPER Integrated ACD (Per Position) Upgrade	13	\$0.00	\$0.00
912925	SIP I/F to 3rd Party PBX License - Per Position	26	\$1,389.00	\$36,114.00
C10036	Power Cord Cable with A/C twist lock connector	3	\$190.00	\$570.00
912820/48	Cisco C3650-48-TS-S 48 port Switch (with stacking module)	2	\$10,744.00	\$21,488.00
			<b>Subtotal</b>	<b>\$114,230.00</b>
<b>Power Stations</b>				
914121/1	IWS Workstation - Software and Configuration	13	\$328.00	\$4,264.00
911809	A9C G3, Call Handling Accessories	13	\$389.00	\$5,057.00
911810-1	A9C G3 : Bundle	13	\$4,165.00	\$54,145.00
911785	Position Image - Power Station Gen3	1	\$72.00	\$72.00
			<b>Subtotal</b>	<b>\$63,538.00</b>
<b>Power 911</b>				
913100/BAK/U	Power 911 Backup License Upgrade	13	\$0.00	\$0.00
913202/U	Power 911 Server Access License Upgrade	13	\$0.00	\$0.00
			<b>Subtotal</b>	<b>\$0.00</b>
<b>Power Metrics Setup Fees</b>				

P10193	Power Metrics Advanced - Service set-up: single RDDM	1	\$4,800.00	\$4,800.00
			<b>Subtotal</b>	<b>\$4,800.00</b>
<b>TXT29-1-1 Setup Fees</b>				
TCCOTF3	TCC Status Change Provisioning One-Time-Fee per PSAP (11+ seats)	1	\$11,400.00	\$11,400.00
			<b>Subtotal</b>	<b>\$11,400.00</b>
<b>Object Server Hardware</b>				
914962	IWS Server RACK - Type A	1	\$3,379.00	\$3,379.00
914121/3	IWS Object Server - Underlying Software	1	\$1,678.00	\$1,678.00
914957	Rocket Port Express Quadcable DB9, PCIe Card	1	\$462.00	\$462.00
			<b>Subtotal</b>	<b>\$5,519.00</b>
<b>Common Hardware</b>				
914956	1U Keyboard/LCD/Trackball/8-Port KVM	1	\$2,276.00	\$2,276.00
			<b>Subtotal</b>	<b>\$2,276.00</b>
<b>PowerOps Hardware</b>				
914102/BB	IWS Workstation Prebuilt Building Block	1	\$2,109.00	\$2,109.00
			<b>Subtotal</b>	<b>\$2,109.00</b>
<b>Peripheral Hardware</b>				
600150	Punch Blocks	3	\$190.00	\$570.00
207-990000-046	Cable Cheat - 25PR, 25', MF	3	\$190.00	\$570.00
			<b>Subtotal</b>	<b>\$1,140.00</b>
<b>Staging</b>				
950852	Front Room Equipment Staging - Per Position	13	\$300.00	\$3,900.00
950853	Back Room Equipment Staging - Per Cabinet	1	\$2,100.00	\$2,100.00
			<b>Subtotal</b>	<b>\$6,000.00</b>
<b>Project Survey</b>				
950100	Project Survey (per Site)	1	\$1,800.00	\$1,800.00
960575	Living Expense per Day per Person	3	\$240.00	\$720.00
960580	Travel Fee per Person	1	\$1,500.00	\$1,500.00
			<b>Subtotal</b>	<b>\$4,020.00</b>
<b>Installation</b>				
950104	Professional Services (per Day)	10	\$1,800.00	\$18,000.00
960575	Living Expense per Day per Person	12	\$240.00	\$2,880.00

960580	Travel Fee per Person	1	\$1,500.00	\$1,500.00
P10005	Graphical Representation of an Installed System with Service, System as Built	1	\$1,400.00	\$1,400.00
			<b>Subtotal</b>	<b>\$25,060.00</b>
<b>Pre-Cutover Services</b>				
950400	Pre-cut Verification	1	\$1,800.00	\$1,800.00
960575	Living Expense per Day per Person	3	\$240.00	\$720.00
960580	Travel Fee per Person	1	\$1,500.00	\$1,500.00
			<b>Subtotal</b>	<b>\$4,020.00</b>
<b>Post-Cutover Services</b>				
950500	Post-Cutover Services	1	\$1,800.00	\$1,800.00
960575	Living Expense per Day per Person	3	\$240.00	\$720.00
960580	Travel Fee per Person	1	\$1,500.00	\$1,500.00
			<b>Subtotal</b>	<b>\$4,020.00</b>
<b>Project Management Services</b>				
950510	Project Management Services	1	\$4,815.00	\$4,815.00
			<b>Subtotal</b>	<b>\$4,815.00</b>
<b>TXT29-1-1 Recurring Services</b>				<b>Monthly</b>
				<b>\$180.00</b>
<hr/>				
<b>Power Metrics Recurring Srv</b>				<b>Monthly</b>
				<b>\$359.00</b>
<hr/>				
<b>Software Subscription</b>				<b>Monthly</b>
				<b>\$195.00</b>

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**Software Protection and Remote Tech Support**

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**Monthly**  
**\$375.00**

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**Hardware Protection**

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**Monthly**  
**\$379.00**

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**PowerOps Maint Services**

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E10643	PowerOps Maintenance Year 1	1		\$0.00	\$0.00
E10648	PowerOps Renewal Year 3rd Party Year 2	1		\$0.00	\$0.00
E10648	PowerOps Renewal Year 3rd Party Year 3	1		\$0.00	\$0.00
E10648	PowerOps Renewal Year 3rd Party Year 4	1		\$0.00	\$0.00
E10648	PowerOps Renewal Year 3rd Party Year 5	1		\$0.00	\$0.00
				<b>Subtotal</b>	<b>\$0.00</b>

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**DISCOUNT**

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DISCOUNT MNTC	Maintenance Discount	1	\$0.00	(\$1,470.37)	(\$1,470.37)
DISCOUNT SVC	Service Discount	1	\$0.00	(\$1,477.26)	(\$1,477.26)
DISCOUNT SYST	System Discount	1	\$0.00	(\$4,871.69)	(\$4,871.69)

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DISCOUNT REC SVC	Recurring Services Discount	1	\$0.00	(\$835.65)	(\$835.65)
				<b>Subtotal</b>	<b>(\$8,654.97)</b>
				<b>Total</b>	<b>\$244,292.03</b>

**Optional Maintenance Services**

<b>Antivirus Recurring Fees</b>				<u>Monthly</u>	
				\$26.00	

<b>Optional Power Metrics</b>				<u>Monthly</u>	
				\$186.00	

**Power Metrics Setup Fees**

P10311	Power Metrics Suite - Real-Time Dashboard One Time Fee	1		\$1,560.00	\$1,560.00
P10325	ECaTS - Staffing Module Per PSAP Setup	1		\$480.00	\$480.00
				<b>Subtotal</b>	<b>\$2,040.00</b>

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## Optional Items and Services

Model#	Description	Qty	Selling Price	Total Price
<b>VIPER</b>				
912801	CAMA Interface Module (CIM)	3	\$1,973.00	\$5,919.00
			<b>Subtotal</b>	<b>\$5,919.00</b>

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## Notes

- 1** Upgrade with hardware replacement. Reconfiguration of 2 standalone sites to a VIPER MultiNode. Node B is a dark backup site, except for the 13 Admin phones (IP phones are currently backup IP-ALI sets and are reconfigured to Admin phones here). Interface to IP recording and Interface to IP PBX software/ECCP for connection to ATT Admin trunks is added at both sites. ACD and one instance of PowerOps upgraded at Node A; ACD upgraded at Node B, and 1 PowerOps license is added.

Software upgrades have been provided at no charge, based on Customer having an active Software Subscription agreement with no lapse in coverage. In this case, coverage will be for 5 Years of Software Protection and Remote Tech Support, Software Subscription, Hardware Protection, and OS Update Services are included; Antivirus is Optional. Node B includes the maintenance for the IP-ALI phones that are not being replaced here.

Change from RFAI TXT to MSRP; 5 years of TXT and ITS renewal are included here.

5 years of Power Metrics Advanced is included. ECaTS Real-Time Dashboard and Staffing Module is priced in Options.

AT&T to provide and configure routers/firewalls required. AT&T providing Monitoring services.

Optional pricing is included for 1 Student's tuition, travel, and lodging for the 2019 Safety Services User's Conference. Please note that fees are non-refundable if purchased.

Customer to provide the following peripheral equipment, as required:

**Additional Backroom Equipment Required:**

Two (2) modems to ALI Database

One (1) Network Laser Printer

One Line for Remote Monitoring and Maintenance must be provisioned.

**Additional Power IWS Equipment Required:**

Each IWS computer required sufficient CAT5 Network Cabling (2 per position, minimum) not normally supplied by West Safety Solutions, Corp, to reach the Network Switches (The switches are installed in the VIPER cabinet).

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The Standard Operating Procedure & Premise Information Modules require customer input of data.

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- 2 Customer is responsible for the large screen monitor on which Power Ops is to be displayed. Regardless of whether West Safety Solutions Corp. or the customer provides the large-screen monitor, the Customer is responsible for installation of the monitor and connectivity (including cabling) from the Power Ops workstation. Power Ops is mandatory if the VIPER ACD option is selected.
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- 3 All inter-site connectivity is the responsibility of the Customer. WAN equipment, software, and connectivity to be procured, installed, and configured by the Customer

Unless otherwise specified in this quotation, routers are not included.

Two (2) connections are required between each site and the WAN.

#### **WAN Requirements**

- Layer 3 routing must be provided between all locations
  - Certified CAT5e/CAT6 between all network switches
  - Guaranteed Bandwidth for all West Safety Solutions Corp applications
  - Low Latency (< 40ms)
  - Low Jitter (< 5ms)
  - Support for DHCP Relay/Forwarding (per RFC 1542) from all VIPER subnets to their associated primary Application Server
  - Support for QoS (Quality of Service) as needed
  - Security against intrusion and virus attack
  - Reliable links (fault tolerant) – no single point of failure may cause a Layer 3 disruption for more than four (4) seconds, multicast may not be disrupted for more than ten (10) seconds.
  - DNS Caching and forwarding from satellite sites to all VIPER Application Servers
  - Support for Multicast traffic between all subnets of a discrete VIPER system (however Multicast traffic between satellite subnets is not required).
  - Multicast traffic must not pass between separate discrete VIPER systems
  - A Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.
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- 4 **ECCP Workstation License** is a per-seat license that provides for call flows between a VIPER system and a Cisco Unified Communications Call Manager. Please consult with your Account Executive to align on supported use cases, and latest Cisco UCM versions to which the interface is certified.
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- 5 The 3rd Party Recorder Interface Kit provides the following:

- 1) Physical IP packet-capture solution. This is the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder.
- 2) VIPER 3rd party recording license. This is the VIPER-side license that enables a 3rd party recorder to have a one-way IP connection to VIPER. One is needed per VIPER node.
- 3) Packet description document. This document details all of the VIPER SIP/RTP messages that are relevant for a 3rd party recorder.

Please note that in all cases, West Safety Solutions Corp will not be responsible for the support or provisioning of the 3rd party recorder.

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- 6 **West Safety Solutions Corp.'s Remote Monitoring Service** monitors all IWS products as well as most third party equipment. The service forwards alarms and alerts to a centralized West Safety Solutions Corp. Network Operations Center for monitoring. This service requires the purchase of Sentry hardware from West Safety Solutions, Corp.

West Safety Solutions Corp.'s Technical Support Center receives remote customer alarms and alerts 24x7x365, notifying West Safety Solutions Corp. of any irregular behavior including faults and performance threshold crossings requiring attention. Minimum action includes contacting of either the customer directly or the assigned on-site service personnel to provide the appropriate technical response.

Automatic remote troubleshooting of the alarm is performed only if Remote Support services are purchased.

The dispatching of West Safety Solutions Corp. technician support after an alarm is received and troubleshooting has been performed is available only if On-Site Support Services are purchased.

**West Safety Solutions Corp Responsibilities:**

- Remote Monitoring of customer based PSAP equipment.
- Contacting of either the PSAP directly or their assigned on-site service personnel upon receipt of the alarm.
- Clearing of the alarm upon notification of the customer.

**Customer Responsibilities:**

- Establish business rules regarding alarm notifications and escalation conditions within the Sentry system. Designation of customer contact points or its assigned on-site service personnel.
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- 7 **Professional Services:** This quote represents an estimate of labor costs to perform the work described in this quote. If the amount of labor needed to correct the issue can't be accomplished time allotted in this quote, West will contact the customer representative before performing additional labor. If the actual labor to perform the work is significantly less than the amount quoted, the final charge may be adjusted.
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- 8 The Project Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system. Additional costs may be incurred upon completion of the Project Survey.
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9 **Basic Project Management**

This is a limited service designed for partners that have a Project Manager assigned to the project, where West Safety Solutions Corp. Project Management supports the activities of the partner Project Manager. Basic Project Management is provided at 2% of Hardware and Software price to channel partner.

This level of service includes the following:

- Serving as West Safety Solutions Corp. single point of contact during project implementation.
  - Validating the order against the price quote that was provided by our quotations group.
  - Conducting a Line by Line order review with sales and technical staff to ensure solution correctness and follow up change order process as required.
  - Develop a project plan and schedule jointly with the partner Project manager.
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- Complete a basic Scope of Work (SOW) for inclusion in the partner’s comprehensive SOW.
  - Assess project risk jointly with partner Project Manager.
  - Support the effort to gather customer information required for staging (if ordered) the system.
- Ensuring that equipment is shipped per a mutually agreed upon schedule (normal processing is 8 weeks from receipt of order).
- Develop and communicate Communication and Escalation plans.
- Ensuring that Services are provided per a mutually agreed upon schedule.
  - Schedule and coordinate site survey, installation and training resources as purchased.
- Participate in customer kickoff meeting by phone.
- Participate in weekly or bi-weekly customer status meetings by phone.
- Coordinate all West Safety Solutions Corp. on site resource activities including customer communication, checklists, resource release, etc.
- Maintain West Safety Solutions Corp. issue list during implementation and provide follow up resolution.
- Maintain West Safety Solutions Corp. post-cut punch list and provide follow up on resolution.
- Complete project acceptance documentation and handover to service.

This level of service assumes that a partner Project Manager or equivalent personnel will be responsible for scheduling and managing all other activity related to the project.

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- 10** **Software Subscription Service** provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

West Safety Solutions, Corp. will provide periodic software release bulletins to customers which announce and explain new feature releases for West Safety Solutions Corp. software. Customers may then request the new release or version from West Safety Solutions Corp. based on applicability of the release to customer’s system. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have West Safety Solutions Corp. deploy a new release, West Safety Solutions Corp. will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at West Safety Solutions Corp.’s then current prices for such services.

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- 11** **Software Protection and Remote Technical Support** is a coverage requirement with the purchase and ownership of West Safety Solutions Corp. CPE system equipment. The coverage requirement is effective after the expiration of the system warranty, but a purchase order for the service, for at least one year duration, is required at the time of any new system purchase.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders. Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

- a. For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.
- b. For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in coverage, the customer’s access to the Support Center will be discontinued and a notification of services termination will be issued. Reinstatement of the lapsed coverage will require the following from the customer:

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- a) Payment in full for the lapsed period at the prevailing per-seat rate
  - b) Purchase of a new maintenance agreement (one-year or five-year)
  - c) System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and expense charges.

#### **Software Protection**

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. West Safety Solutions Corp. will publish periodic software release bulletins to customers which announce important product updates for West Safety Solutions Corp. software. Customers may then request the new update from West Safety Solutions Corp. based on applicability of the release to customer's system. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have West Safety Solutions Corp. deploy a new release, West Safety Solutions Corp. will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at West Safety Solutions Corp.'s then current prices for such services.

#### **Remote Technical Support**

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

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- 12** **Hardware Protection Service** provides for the replacement of any non-operating West Safety Solutions Corp. provided hardware component, with the exception of monitors. This offering only provides for the replacement of the hardware item. Installation services and training (if needed) are not included. This service does not cover items where warranty has been voided due to abuse, Force Majeure or other actions.

When the West Safety Solutions Corp. Technical Support Center concludes that an item is non-operational, a fully functioning new or refurbished unit will be shipped to the customer. This unit will then become the property of the customer and will restore the functionality of the non-working item, but it may not be the exact same model as the original. The shipment of the replacement item will include a pre-printed shipping label used for the return of the nonworking item from the customer.

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- 13** All optional modules in this quote have been priced under the assumption that they will be purchased and installed concurrently with the base system. If these modules are to be installed at a later date, additional travel & living expenses will apply.

Unless otherwise stated in this quotation, Installation, Training, Project Management, and Maintenance services have not been included for optional modules. Once the customer has finalized their configuration, a revised quotation will be provided with equipment and services costs revised as necessary.

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- 14** West Safety Solutions, Corp's fully integrated Text to 9-1-1 solution is incorporated into the Power 9-1-1 display complete with drop down text. Text messages "ring" just like 9-1-1 calls coming in and are routed under the same routing/ACD rules applied by the PSAP. Text sessions can be transferred to any enabled user on the Viper system. All wireless carriers currently enabling text messaging can be reached through this system.

Pricing is based on the number of positions and PSAPs in the quote. The only variable cost is related to connectivity and the network engineering hours needed to configure the connectivity based upon the PSAP's requirements. Connectivity is available via the A9-1-1 ESInet or the PSAP's internet interface, which will be

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secured by West Safety Solutions, Corp.  
TXT29-1-1 services will be provided in accordance with the applicable Service Guide at  
<https://www.west.com/legal-privacy/terms/#call-handling>.

PSAP billing will begin upon completion of deployment and text readiness delivery from West to the PSAP.  
Completion is defined as the PSAP being able to accept text messages.

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**15**    **Power Metrics**

West retains title to all premise-based equipment and software provided to customer in connection with the Power Metrics service (including RDDMs), which will be removed and returned to West at the conclusion of the service.

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## Terms

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**VENDOR NAME**      **West Safety Solutions Corp**  
1601 Dry Creek Drive  
Longmont, CO 80503

Include quote number and customer EIN/Tax Identification Number on P.O.

**SUBMIT P.O.**      [ordermanagement.safetyservices@west.com](mailto:ordermanagement.safetyservices@west.com)

**PRICING**      All prices are in USD  
Taxes, if applicable, are extra.  
Handling and Shipping charges are extra unless specified on the quote.

**SHIPPING TERMS**      FCA (Montreal), INCOTERMS 2010

**PAYMENT**      Per Contract

**DELIVERY**      TBD

**VALIDITY**      **Quote expires on December 19, 2019.**

**COPYRIGHT**      The information contained in this document is proprietary to West Safety Solutions Corp and is offered solely for the purpose of evaluation.

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## Revision History

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Revision Level	Proposal Writer	Notes	Date Revised
1	DRICHMOND	Original, based on 26828v4	December 17, 2018
2	DRICHMOND	Add HWPro to both sites; remove ePrinter from both sites; remove second Pops wkstn from Node A and include as Optional; add User Group pricing to Node A Opts; adjust A-V per above	December 20, 2018
3	Latest revisions completed by Dutch Heineck, Applications Sales Executive 3, AT&T Georgia on August 22, 2019.		



# Fire and Emergency Services

Item No. 21.

Randy Crider, Interim Director

Districts All

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Randy Crider, Interim Director

**DATE:** September 10, 2019

## PURPOSE

To authorize the acceptance of a monetary donation from the Georgia Pacific Corporation to Cobb County Fire & Emergency Services for equipment and services.

## BACKGROUND

The Georgia Pacific Corporation wishes to donate \$1,000.00 to Cobb County Fire & Emergency Services (CCFES) as part of its ongoing programs geared towards public fire safety and education efforts. As with previous donations from Georgia Pacific, this donation to CCFES will be utilized for equipment and materials to enhance public education programs and presentations.

## IMPACT STATEMENT

N/A

## FUNDING

Increase Revenue:	270-130-G264-4506	(Other Local Revenue)	\$1,000.00
Increase Expenditure:	270-130-G264-6258	(Accountable Equipment)	\$1,000.00

## RECOMMENDATION

The Board of Commissioners authorize the acceptance of a monetary donation, in the amount of \$1,000.00, from the Georgia Pacific Corporation to Cobb County Fire & Emergency Services for equipment and services and further authorize the corresponding budget transactions.

## ATTACHMENTS

None





## Community Development

Item No. 22.

Jessica Guinn, Director

Districts All

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Jessica Guinn, Director

**DATE:** September 10, 2019

### PURPOSE

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

### BACKGROUND

Cobb County has been recently notified by the Technical College Systems of Georgia, the administrator of WIOA funds, that it has been awarded \$200,000.00 in Workforce Innovation and Opportunity Grant (WIOA) grant funds for the period July 1, 2019 through June 30, 2020.

The grant number is AFR-15-17-17-03-004, the CFDA No. 17.259 and the FAIN # is AA-30743-17-55A-13 is attached. The grant period is July 1, 2019 through June 30, 2020. This grant will serve approximately 36 youth.

### IMPACT STATEMENT

All expenditures will be paid with grant funds. There is no impact to the General Fund. If this funding were reduced or no longer made available, we would no longer pay for professional services and operating costs, the programs would be terminated and the employment positions eliminated.

### FUNDING

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

Increase Revenue	
276-120-YP17-YP17AF-A-4430	\$ 20,000.00
276-120-YP17-YP17AF-P-4430	\$180,000.00
Increase Expenditures	
276-120-YP17-YP17AF-A-6581	\$ 20,000.00
276-120-YP17-YP17AF-P-6395	\$180,000.00
Total	\$200,000.00

## **RECOMMENDATION**

The Board of Commissioners accept a grant award from the Technical College Systems of Georgia in the amount of \$200,000.00.00 to provide employment and training services to youth through CobbWorks, Inc.; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary document.

## **ATTACHMENTS**

1. Budget Area 04 AFR PY17 Youth
2. Area 04 WIOA PY17 AFR-Youth

WIOA Youth Program Grant  
 Grant Period = 07/01/2019 -06/30/2020  
 Grant Number: AFT15-17-17-03-004  
 CFDA#: 17.259  
 FAIN#: AA-33074-17-55A-13

**REVENUE**

	PY 2017 Youth	PY 2017 BUDGET	PY 2017 BUDGET	PY 2017 BUDGET
	Grants -Federal			
	<b>EXPENSES</b>	<b>YOUTH</b>	<b>YOUTH PROGRAM</b>	<b>YOUTH ADMIN</b>
		\$ 200,000	\$ 180,000	\$ 20,000
6312	Salaries & Fringe Benefits	\$ -	\$ -	\$ -
6116	Office Supplies	\$ -	\$ -	\$ -
6258	Equipment	\$ -	\$ -	\$ -
6168	Gas & Diesel	\$ -	\$ -	\$ -
6360	Title, Tag, & Notary	\$ -	\$ -	\$ -
6302	Accounting & Auditing	\$ -	\$ -	\$ -
6581	Administrative Services	\$ 20,000	\$ -	\$ 20,000
6326	Professional Services	\$ -	\$ -	\$ -
6326	Contract Services	\$ -	\$ -	\$ -
6536	Rent (Storage Facility)	\$ -	\$ -	\$ -
6534	Rent (CobbWorks)	\$ -	\$ -	\$ -
6395	WIA Training Expense	\$ 180,000	\$ 180,000	\$ -
6348	Computer Charges	\$ -	\$ -	\$ -
6382	Postage	\$ -	\$ -	\$ -
6384	Telephone & Telegraph	\$ -	\$ -	\$ -
6383	Telephone Equipment	\$ -	\$ -	\$ -
6392	Registration Fees	\$ -	\$ -	\$ -
6396	Travel Expense	\$ -	\$ -	\$ -
6438	General Printing Charges	\$ -	\$ -	\$ -
6454	Insurance	\$ -	\$ -	\$ -
6476	Utilities	\$ -	\$ -	\$ -
6491	Annual Service/Maintenance Contracts	\$ -	\$ -	\$ -
6494	Building & Grounds- Repair/Maint. Svc	\$ -	\$ -	\$ -
6584	Memberships	\$ -	\$ -	\$ -
6588	Subscription, Directories, & Publications	\$ -	\$ -	\$ -
	<b>TOTAL EXPENSES</b>	\$ 200,000	\$ 180,000	\$ 20,000
	<b>INCOME OVER (UNDER) EXPENSES</b>	\$ -		

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

**STATEMENT OF GRANT AWARD**

RECIPIENT: Cobb County

LOCAL WORKFORCE AREA: 04

REGION: 03

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

FAIN: AA307431755A13

GRANT PERIOD:

FROM: 07/01/2019

THRU: 06/30/2020

**TOTAL FUNDS: \$ 200,000**

**Admin not to exceed: \$ 20,000**

GRANT YEAR: PY 2017

PROGAM TITLE/TYPE: I

Youth Program

CFDA NO: 17.259

This award is hereby made, in the amount and for the period shown above, from a grant under the Workforce Innovation and Opportunity Act (P.L. 113-128), as amended, to the above mentioned recipient, and in accordance with the Workforce Innovation Plan project application. This award is subject to any attached assurances, revisions, special conditions, or waivers.

This award is subject to all applicable policies, rules and regulations, and conditions as prescribed by the Technical College System of Georgia's Office of Workforce Development (OWD) and the United States Department of Labor. It is also subject to such further laws, rules, regulations and policies as may be reasonably prescribed by the State of Georgia or the Federal Government under Public Law 113-128, as amended.

This grant becomes effective on the beginning of the grant period, provided that within thirty (30) days of the award execution date (below), the properly executed original Statement of Grant Award and any of the attached properly executed revisions, waivers and special condition statements are returned to OWD.

- This award is subject to Certification Regarding the Role of the Local Grant Recipient
- This award is subject to Subrecipient Designation (if applicable)
- This award is subject to Liability Waiver
- This award is subject to Certification on Nondiscrimination and Equal Opportunity Requirements
- This award is subject to Certification Regarding Drug-Free Workplace Requirements
- This award is subject to Certification Regarding Debarment and Suspension
- This award is subject to Certification For Lobbying
- This award is subject to Statement of Assurances
- This award is subject to special conditions (attached)

\_\_\_\_\_  
Technical College System of Georgia  
Assistant Commissioner, Office of Workforce Development

\_\_\_\_\_  
Date Executed

I, \_\_\_\_\_ (typed) acting under my authority to contract on behalf of the recipient of the above described grant on the terms and conditions stated above or incorporated by reference therein, do hereby accept this Grant Award.

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Title (typed)

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

**LIABILITY WAIVER**

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RECIPIENT: Cobb County

LOCAL WORKFORCE AREA: 004

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

SUBGRANT PERIOD:

FROM: 07/01/2019

THRU: 06/30/2020

PROGRAM TITLE/TYPE: I Youth Program

DATE OF AWARD: 07/01/2019

EIN:

DUNS:

Approved Indirect Cost Rate:  
Fiscal Agent Risk Level: Medium

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THE LOCAL GRANT RECIPIENT AGREES TO, AND WILL HOLD HARMLESS THE TECHNICAL COLLEGE SYSTEM OF GEORGIA'S OFFICE OF WORKFORCE DEVELOPMENT, ITS OFFICERS AND EMPLOYEES AND THE STATE OF GEORGIA FROM ALL CLAIMS, COSTS, DAMAGES, OR EXPENSE ARISING FROM ANY ACTS OR OMISSIONS OF THE RECIPIENT, ITS EMPLOYEES OR AGENTS WHILE PERFORMING UNDER THIS GRANT AWARD.

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Date of Acceptance

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Authorized Signature

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Title (typed)

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

**STATEMENT OF ASSURANCES**

**Nondiscrimination and Equal Opportunity Requirements of WIOA**

- (1) As a condition to the award of financial assistance under WIOA from the U.S. Department of Labor, the grant recipient assures, with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination, and equal opportunity provisions of Section 188 of the Workforce Innovation and Opportunity Act (WIOA), including the Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975, as amended; and Title IX of the Education Amendments of 1972, as amended. The grant recipient also assures that it will comply with all regulations implementing the laws listed above. The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.
- (2) The obligation for insuring service provider or vendor compliance with the nondiscrimination and equal opportunity provisions of WIOA rests with the LWDA grant recipient, as specified in the LWDA grant recipient's Method of Administration.
- (3) The LWDA grant recipient agrees to abide by the Equal Opportunity policy stated below and must provide initial and continuing notice that it does not discriminate on any prohibited ground. The LWDA grant recipient must also take appropriate steps to ensure that communication with individuals with disabilities are as effective as communications with others.

The Equal Opportunity notice must contain the following specific wording:

**EQUAL OPPORTUNITY IS THE LAW**

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and Against any beneficiary of programs financially assisted under the Title I of the Workforce Innovation and Opportunity Act (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I—financially assisted program or activity.

The recipient must not discriminate in any of the following areas:

Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; Providing opportunities in, or treating any person with regard to, such a program or activity; or Making employment decisions in the administration of, or in connection with, such a program or activity.

- (4) At a minimum, the notice required by sections 60-1.42 and 60-1.4(a) must be posted prominently in reasonable places; Disseminated in internal memoranda and other written or electronic communication; Included in handbooks or manuals; and made available to each participant and made part of each participant's file.

(WIOA/7/2000)

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

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

- A. The grant recipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant, be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)
    - (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. The notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)
    - (2), with respect to any employee who is so convicted:
      - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
      - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(WIOA 7/2000)

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

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Local Grant Recipient Covered Transactions**

**Instructions for Certification**

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective local grant recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

By signing and submitting this proposal, the prospective local grant recipient is providing the certification set out below:

1. The prospective local grant recipient shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective local grant recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any local grant recipient covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
3. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Local Grant Recipient Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
4. A participant in a covered transaction may rely upon a certification of a prospective participant in a local grant recipient covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
6. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a local grant recipient covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective local grant recipient certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective local grant recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned swears that the foregoing statement is true and correct. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

(WIOA 7/2000)



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

**CERTIFICATION FOR LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,**  
**AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards of greater than \$100,000, at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(WIOA 7/2000)

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

**STATEMENT OF ASSURANCES**

The grant recipient (Chief Elected Official) and Grant Administrator and/or fiscal agent (when such designation has occurred) hereby assures and certifies that it will comply with Public Law 113-128, Federal Workforce Innovation and Opportunity Act (WIOA) Regulations, and any amendments or additions to said Regulations, State and local law, the Regulations and Policies as issued by the Technical College System of Georgia's Office of Workforce Development (OWD), requirements contained in the applicable OMB Circulars, and applicable Uniform Administrative Requirements.

1. It was selected in accordance with Sec. 107 (b)(c)(d) of the Act as the authorized entity to receive the Grant. It further attests that a resolution, motion, or similar action has been duly adopted or passed authorizing it to accept all understandings and assurances contained within this Grant Award.
2. It will establish safeguards or prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with family, business or other ties.
3. It will, upon the written request of the OWD, promptly refund to the OWD all funds representing disallowed costs. This repayment shall be made regardless of any claim of the subrecipient against any other person or entity.
4. It will retain all records pertinent to this Grant Award for a period of three years after the closeout package is accepted by OWD. Records for equipment shall be retained for a period for three years beginning on the last day of the Program Year in which final disposition of property occurred. If any litigation, claim, negotiation, audit, or other action involving the records has not been completed before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.
5. The grant administrator acknowledges that the Georgia Open Records Act (O.C.G.A. 50-18-70 et seq.) provided at 50-18(a) that records received or maintained by a private person, firm, corporation, or other private entity in the performance of a service or function for or on behalf of an agency, or public office, shall be subject to the Georgia Open Records Act, and provides a criminal misdemeanor penalty for knowing and willful noncompliance with Open Records Act provisions. The grant administrator acknowledges that the Open Records Act also contains an exception to the general rule requiring that public records be made accessible to the public, which exception provides that the public records prohibited or specifically exempted from being open to inspection by the general public, by order of a court of this state or by law, shall not be open to inspection by the general public. The grant administrator agrees to comply with the Open Records Act and to protect private and confidential records that are exempted from being open to inspection by the general public.
6. The grant administrator certifies that it is in compliance with the Georgia's Service Delivery Strategy Law (O.C.G.A. 36-70-20 et seq.), which states that each county and its cities must agree upon the manner in which each local service is delivered, resolve interjurisdictional land use conflicts, and address tax equity and extraterritorial water and sewer rate equity issues.
7. The grant administrator assures that no funds received under the Workforce Innovation and Opportunity Act (WIOA) will be used to assist, promote, or deter union organizing.
8. The grant administrator certifies that it is in compliance with Public Law 104-91, August 21, 1996: Health Insurance Portability and Accountability Act of 1996.
9. Veteran's Priority Provision: This program is subject to the provisions of the "Jobs for Veteran's Act", Public Law 107-288, which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the U.S. Department of Labor. Please note that, to obtain service, a veteran must meet the program's eligibility requirements.
10. Salary & Bonus Limitation: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment & Training", shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under Section 101 of Public Law 109-149.
11. Prior Approval for WIOA General Purpose Equipment Acquisitions: Per 2 CFR 200.439 (b)(2), Local Workforce Development Board (LWDB) staff, as well as Grant Administrators and/or Fiscal Agents, must request, and receive written approval from the OWD prior to acquisition of Workforce Innovation and Opportunity Act (WIOA) General Purpose Equipment with a unit cost of \$5,000 or more. Failure to obtain written prior approval for purchases may result in questioned and/or disallowed costs.

12. **Acorn Prohibition:** Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (“CAA”), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now (“ACORN”) or any of its subsidiaries through Federal grantees or contractors. DOL is required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by DOL grantees or contractors to ACORN or its subsidiaries as subgrantees, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee).
  
13. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
  
14. **Executive Order 12928:** Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.  
  
**Executive Order 13043:** Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.  
  
**Executive Order 13166:** As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL’s Policy Guidance on the Prohibition of National Origin Discrimination as it affects persons with limited English proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.  
  
**Executive Order 13513:** Pursuant to Executive Order 13513, Federal Leadership on reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or –rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.
  
15. **Flood Insurance:** The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
  
16. **Architectural Barriers:** The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
  
17. **Drug-Free Workplace:** The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
  
18. **Hotel-Motel fire safety:** Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the

Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

19. Buy American Notice Requirement: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under the Workforce Innovation and Opportunity Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 U.S.C. 10a *et seq.*). See WIOA Section 502—Buy-American Requirements.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.” (<http://wdr.doleta.gov/directives/attach/TEGL/tegl19-11a9.pdf>)

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Date of Acceptance

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Authorized Signature

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TITLE (Typed)

**Technical College System of Georgia, Office of Workforce Development**

**SPECIAL CONDITIONS**

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Please see the attached Georgia Illegal Immigration Reform and Enforcement Act of 2011 Affidavits.

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**Technical College System of Georgia, Office of Workforce Development**

**The Georgia Illegal Immigration Reform and Enforcement Act of 2011 Affidavit(s)**

**INFORMATION SHEET**

Effective July 1, 2011, the Georgia Illegal Immigration Reform and Enforcement Act of 2011 has been revised to state that any organization in the State of Georgia receiving state or federal funds must utilize the federal work authorization program, operated by the U.S. Department of Homeland Security, to verify employment eligibility of all newly hired employees.

**Subcontracting/Sub-subcontracting**

If you are not subcontracting at this time, please indicate by writing “N/A,” initialing and dating each of the *Subcontractor Affidavit and Agreements*. An LWDA shall not enter into any contract with a subcontractor or sub-subcontractor unless they are registered and participating in the federal work authorization program. If you are subcontracting or plan to subcontract during the course of this agreement in connection with the physical performance of services pursuant to your grant award from the Technical College System of Georgia – Office of Workforce Development, you must complete the *Subcontractor Affidavit and Agreement* and return the forms to our office within five (5) business days of entering into such subcontract or sub-subcontract.

**Independent Contractors**

In lieu of completing affidavits, independent contractors may submit a copy of a valid **Georgia Driver’s License** or Identification card if no new employees will be hired for the term of the contract. If an Independent contractor does not have a state issues Georgia driver’s license, he/she will need to follow the standard registration process to obtain an E-verify User ID number and verification number. Once an employee is hired, E-verification must be done regardless of business structure.

**Technical College System of Georgia, Office of Workforce Development**

**Georgia Illegal Immigration Reform and Enforcement Act of 2011**

**Grantee Affidavit under O.C.G.A. § 13-10-91 (b)(1)**

By executing this affidavit, the undersigned Grantee verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **Technical College System of Georgia, Office of Workforce Development** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Grantee will continue to use the federal work authorization program throughout the contract period and the undersigned grantee will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Grantee with the information required by O.C.G.A. § 13-10-91 (b). The Grantee hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Name of Grant Award

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**Technical College System of Georgia, Office of Workforce Development**

**Georgia Illegal Immigration Reform and Enforcement Act of 2011  
Subcontractor Affidavit under O.C.G.A. § 13-10-91 (b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ on behalf of \_\_\_\_\_ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-contractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

\_\_\_\_\_  
I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



## ASSURANCES -- NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. This will also apply to any information or documentation needed for financial drawdowns or in the administration of the grant.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;  
  
(e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 961-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
19. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		Date SUBMITTED

Standard Form 424B (Rev. 7-97) Back

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

**ADVISORY:** TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 11-10

**TO:** STATE WORKFORCE AGENCIES  
STATE WORKFORCE LIAISONS  
ALL STATE AND LOCAL WORKFORCE BOARDS  
ALL DIRECT ETA GRANT RECIPIENTS

**FROM:** JANE OATES /s/  
Assistant Secretary

**SUBJECT:** Sub-award and Executive Compensation Data Reporting Requirements  
Under the Federal Funding Accountability and Transparency Act (FFATA)

**1. Purpose.** To inform all Employment and Training (ETA) workforce system agencies of additional Office of Management and Budget (OMB) reporting requirements under the FFATA effective October 1, 2010.

**2. References.**

- The Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282, 120 Stat. 1186, S. 2590 (enacted September 26, 2006) and subsequent 2008 amendments 31 USC 6101
- Memorandum for Senior Accountable Officials Over the Quality of Federal Spending Information, dated April 6, 2010, Open Government Directive – Federal Spending Transparency: [http://www.whitehouse.gov/sites/default/files/omb/assets/open\\_gov/OpenGovernmentDirective\\_04062010.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/open_gov/OpenGovernmentDirective_04062010.pdf)
- Memorandum for Senior Accountable Officials, dated August 27, 2010, Open Government Directive – Federal Spending and Transparency and Compensation Data Reporting [http://www.whitehouse.gov/sites/default/files/omb/open/Executive\\_Compensation\\_Reportिंग\\_08272010.pdf](http://www.whitehouse.gov/sites/default/files/omb/open/Executive_Compensation_Reportिंग_08272010.pdf)
- 75 Fed. Reg. 55663, (Sept 14, 2010), Requirements for Federal Funding Accountability and Transparency Act Implementation (Interim final guidance)
- 75 Fed. Reg. 55671, (Sept 14, 2010), Financial Assistance Use of Universal Identifier and Central Contractor Registration
- Training and Employment Guidance Letter (TEGL) No. 29-08, dated June 10, 2009

**3. Background.** The FFATA requires full disclosure to the public of Federal spending information by all entities and organizations receiving Federal funding under Federal grant awards. The intent of the Act is to: 1) have Federal spending information available to the public; 2) make the information easily accessible; and 3) reduce wasteful spending by the Federal government. As required by FFATA and subsequent OMB guidance, recipients of Federal awards are required to report sub-award and executive compensation information for certain entities and organizations. The legislation also requires information about Federal awards to be made available to the public via a single searchable website. USASpending.gov has been designated as the website to be used to display data about grants, loans,

cooperative agreements and other forms of Federal financial assistance.

The FFATA Sub-award Reporting System (FSRS) is the reporting system used by the Federal prime awardees to electronically report first tier sub-award information and executive compensation. The FSRS started accepting sub-award and executive compensation data on October 29, 2010. The sub-award information entered into FSRS by the prime awardee will be accessible on [www.USASpending.gov](http://www.USASpending.gov).

#### **4. Requirements.**

##### **A. Federal Grant Awardees Subject to the Sub-award and Executive Compensation Reporting Requirements**

Under the April, 6, 2010, *OMB Memorandum, entitled: Open Government Directive – Federal Spending Transparency*, all direct recipients (prime recipients) of Federal grants and cooperative agreements with an award date on or after October 1, 2010, fall under FFATA reporting requirements. Prime recipients of Federal grants and cooperative agreements will be required to report sub-award information and executive compensation information, including the total compensation and names of the top five executives of the prime recipient and of the first tier sub-recipients in the FSRS database.

The FFATA reporting requirements apply to grants and cooperative agreements that are equal to or over \$25,000. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award will be subject to the reporting requirements as of the date the award equals or exceeds \$25,000. If the initial award equals or exceeds \$25,000 but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements.

**For ETA, this means new Federal grants and cooperative agreements awarded on or after October 1, 2010, where the funding is equal to or over \$25,000 are subject to the sub-award and executive compensation reporting requirements.**

##### **B. When Are Prime Grant Awardees to Report Sub-award and Executive Compensation Information?**

- To meet the FFATA reporting requirement, the prime recipient must report information related to a sub-award by the end of the month following the month the sub-award is obligated. Below are two examples:
  - For a grant awarded on October 2, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.
  - For a grant awarded on October 31, 2010, the prime recipient has until November 30, 2010, to report the sub-award and executive compensation information.

### **C. Systems Registrations Required by the FFATA**

All grantees subject to the reporting requirements must register with the following systems:

- FSRS
- Dun and Bradstreet, Data Universal Numbering System (DUNS)
- Central Contractor Registration System (CCR)

Instructions on registration with DUNS and CCR were provided in TEGl 29-08. Instructions for registering with FSRS are available on <https://www.fsr.gov/>.

### **D. Federal Awards That Are Not Subject To the FFATA Reporting Requirements**

- Under the August 27, 2010, OMB Memorandum, entitled: *Open Government Directive – Federal Spending Transparency and Sub-award and Compensation Data Reporting*, new or existing grants that are funded by the American Recovery and Reinvestment Act are not subject to FFATA reporting requirements. These awards and related sub-awards will continue to be reported through FederalReporting.gov.
- The following types of awards also are not subject to FFATA and are not normally used by ETA, but the information is included to provide complete OMB requirements:
  - Transfers of title between Federal agencies of Federally owned property;
  - Federal inter-agency transfers of award funds;
  - Cooperative Research and Development Agreements (CRDA)
  - Federal awards to individuals who apply for or receive Federal awards as natural persons (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
  - Federal awards to entities that had a gross income, from all sources, of less than \$300,000 in the entities' previous tax year; and
  - Federal awards, if the required reporting would disclose classified information.

### **E. Webinar – Sub-award and Executive Compensation Reporting**

A webinar is scheduled for November 16, 2010, from 1:00 pm - 2:00 pm to provide an overview of the new OMB reporting requirements and the FSRS reporting system. Registration details are available at <https://www.workforce3one.org>.

### **F. Questions**

In order to provide answers to more frequently asked questions, ETA has established an email account for FFATA related inquiries: [FFATA.reporting@dol.gov](mailto:FFATA.reporting@dol.gov). ETA grantees with questions about FFATA reporting should submit inquiries to [FFATA.reporting@dol.gov](mailto:FFATA.reporting@dol.gov). Replies will come from the same mailbox address as soon as answers are available.

**5. Action Requested.** All affected grantees must report in accordance with OMB established guidelines and timeframes.

**6. Inquiries.** Questions concerning this advisory should be directed to your appropriate Regional Office.

In order to remain in compliance with FFATA reporting, please complete this document and return to the Office of Workforce Development with your signed grant award. Thank you for your prompt assistance.

**FAIN: AA307431755A13**

1. Subawardee DUNS Number \_\_\_\_\_

2. Subawardee Name \_\_\_\_\_

3. Subawardee DBA Name \_\_\_\_\_

4. Subawardee Address \_\_\_\_\_

5. If DBA, Subawardee Parent DUNS Number \_\_\_\_\_

6. Amount of Subaward \_\_\_\_\_

7. Subaward Obligation / Action Date \_\_\_\_\_

8. CFDA Program Number and Program Title \_\_\_\_\_

9. Federal Agency Name \_\_\_\_\_

10. Subaward Project Description \_\_\_\_\_

11. Subaward Principle Place of Project Performance \_\_\_\_\_

12. Subaward Number \_\_\_\_\_

13. In the preceding fiscal year, did the subawardee receive 80% of its annual gross revenues from the Federal government? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, continue to question 14. If No, questionnaire is complete.

14. In the preceding fiscal year, were the subawardee's annual gross revenues from the Federal government more than \$25 million annual? Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, continue to question 15. If No, questionnaire is complete.

15. Does the public have access to the names and total compensation of the subawardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes \_\_\_\_\_ No \_\_\_\_\_

If No, continue to question 16. If Yes, questionnaire is complete.

16. Please list the names and compensation of the subawardee's five most highly compensated officers.

1. \_\_\_\_\_ \$ \_\_\_\_\_

2. \_\_\_\_\_ \$ \_\_\_\_\_

3. \_\_\_\_\_ \$ \_\_\_\_\_

4. \_\_\_\_\_ \$ \_\_\_\_\_

5. \_\_\_\_\_ \$ \_\_\_\_\_



## Community Development

Jessica Guinn, Director

District: 3

Item No. 23.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Jessica Guinn, Director

**DATE:** September 10, 2019

### **PURPOSE**

To review a summary of the appeal hearing conducted by the License Review Board on August 22, 2019 for AHP Operator, LLC d/b/a Atlanta Ice House.

### **BACKGROUND**

On May 9, 2000, Section 6-90 of the Alcoholic Beverage Ordinance was amended to provide for the Board of Commissioners to review a summary of appeal hearings approved by the License Review Board when distance restrictions are waived for the issuance of alcoholic beverage license to affirm the decision of the License Review Board or place this matter before the Board of Commissioners. On August 14, 2019, the application for a beer, wine, and Sunday sales pouring license for AHP Operator, LLC d/b/a Atlanta Ice House was originally denied by the Business License Division Manager. The entrance of for AHP Operator, LLC d/b/a Atlanta Ice House, 2600 Prado Lane, Marietta, GA 30066 does not meet the distance restrictions to several residences set out in Sections 6-124 of the Cobb County Code of Ordinances.

The appeal of the application for AHP Operator, LLC d/b/a Atlanta Ice House was heard before the License Review Board on August 22, 2019. After considering all testimony and evidence presented, and the completed License Review Board Questionnaire, the License Review Board recommended approval of the beer, wine, and Sunday sales pouring license for AHP Operator, LLC d/b/a Atlanta Ice House.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A



## **RECOMMENDATION**

The Board of Commissioners affirm the decision of the License Review Board, following the review of the summary of the appeal hearing of August 22, 2019 to approve the application for a beer, wine, and Sunday sales pouring license for AHP Operator, LLC d/b/a Atlanta Ice House, 2600 Prado Lane, Marietta, GA 30066 Marietta, GA 30066, Jonathan Tuggle, licensee.

## **ATTACHMENTS**

1. Summary of August 22, 2019 appeal hearing
2. Atlanta Ice House Distance Survey
3. Atlanta Ice House Questionnaire

**Summary of Appeal Hearing before the Cobb County License Review Board for AHP Operator, LLC doing business as Atlanta Ice House, located at 2600 Prado Lane, Marietta, GA 30066, Jonathan Tuggle, licensee. On August 22, 2019, the hearing was conducted at 100 Cherokee St. Bldg. A, Board of Commissioners' meeting room, Marietta, Georgia.**

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

Ellisia Webb, Business License Division Manager, explained that the application was denied based on Section 6-124 of the Cobb County Code of Ordinances. Ms. Webb explained that the proposed entrance of AHP Operator, LLC d/b/a Atlanta Ice House is less than 300 feet from the property line of several residence. Ms. Webb stated that there was no opposition received on this application. Ms. Webb also explained that in previous years, several years back, there was an ice rink with an alcohol license.

Michael Johnson, attorney for Atlanta Ice House, stated his client is applying for beer, wine and Sunday sales pouring license only, no liquor. Mr. Johnson explained Atlanta Ice House will have 18 cameras and the recorded footage will be kept for six months. He stated there is a buffer/barrier around the establishment and a customer must travel by car to access Atlanta Ice House.

Mr. Johnathan Tuggle, owner and licensee of Atlanta Ice House, stated over a year ago, the Kennesaw ice skating rink was torn down and they intend to bring ice hockey and figure skating back to the community in Marietta. Mr. Tuggle explained the facility is a 38,000-square foot ice hockey rink which will not offer a DJ, party area or dance floor as part of the business activity. He stated they will hire 20 employees for alcohol service and all patrons ordering alcohol will be carded. Mr. Tuggle stated he will implement the secret shopper program and stated that staff will be trained upon hire, and they will be retrained annually. Mr. Tuggle explained the hours of operation are 6:00 am until midnight and there will be no outdoor service. Mr. Tuggle stated he has operated a similar establishment before with no previous violations and this business will be a great addition to the community.

After considering all evidence and testimony presented to the License Review Board, and pursuant to a motion made by Stephen White and a second by Sonya Allen, the License Review Board recommended **approval** of the beer, wine and Sunday sales pouring license for AHP Operator, LLC doing business as Atlanta Ice House.

Vote: 5-0

**APPEAL HEARING – ALC002404– AHP OPERATOR, LLC**  
**DOING BUSINESS AS ATLANTA ICE HOUSE**  
**2600 PRADO LANE, MARIETTA, GA 30066**  
**JONATHAN TUGGLE/LICENSEE**

Location of Business: 2600 Prado Lane  
Marietta, GA 30066

Type of License: Beer, Wine and Sunday Sales Pouring License

Closest Beverage Store: Publix Supermarkets #548  
900756  
50 Barrett Parkway  
Marietta, GA 30066  
**Beer, Wine and Sunday Sales Package**

**Alcoholic Beverage Stores Located Within A ½ Mile Radius**

900932 – Quicktrip #775 – 105 Barrett Pkwy, Marietta, GA 30066  
**Beer, Wine and Sunday Sales Package License**

901155 – Buffalo Wild Wings #87 – 125 Barrett Pkwy, Marietta, GA 30066  
**Liquor, Beer, Wine and Sunday Sales Pouring License**

900389 – Sherlocks – 135 Barrett Pkwy, Marietta, GA 30066  
**Liquor, Beer, Wine and Sunday Sales Package License**

901162 – Texas Roadhouse – 2475 Barrett Pkwy, Marietta, GA 30066  
**Liquor, Beer, Wine and Sunday Sales Pouring License**

ALC001989– Moon Indian Cuisine – 2821 Chastain Meadows Pkwy., Ste 250, Marietta, GA 30066  
**Liquor, Beer, Wine, and Sunday Sales Pouring License**

ALC002046 – Pacific Buffet – 2475 Chastain Meadows Pkwy, Marietta, GA 30066  
**Beer, Wine and Sunday Sales Pouring License**

ALC000001 – Walmart Supercenter #937 – 2795 Chastain Meadows Pkwy., Marietta, GA 30066  
**Beer, Wine and Sunday Sales Package License**

90070– Quick Thrift Mart – 2543 Bells Ferry Rd., Ste 100, Marietta, GA 30066  
**Beer, Wine and Sunday Sales Package License**



**COBB COUNTY  
COMMUNITY DEVELOPMENT AGENCY**

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

Ellisia Webb  
*Business License  
Division Manager*

**Cobb County License Review Board**

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

**License Number: ALC002404**

**Licensee: JONATHAN TUGGLE**

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

**217 feet**

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

**Residence**

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

Publix 0.3 miles  
Quiktip 0.3 miles  
Buffalo Wild Wings Café 0.3 miles  
Sherlock's Wine Liquor & Beer Package Store 0.4 miles  
Texas Roadhouse 0.5 miles

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

**No**

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

**Yes**

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

**No**

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

**No**

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

**No**

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

**No**

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

**No**

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

**Ice Sporting Facility**

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

**ServSafe and Tips training are required for each employee that will be selling or serving alcohol products. All employees will have an annual recap/review training.**

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

**Each customer will be required to be presented ID upon ordering alcoholic beverages regardless of age appearance.**

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

**The date of birth on identification is reviewed and checked. Bar&ClubStats app will be utilized to scan and check a questionable ID for authenticity. A security guard will be present during each prime hockey game and will be checking ID for persons entering the bar area. Each customer will be required to be at least 21 years of age to enter the bar area during prime hockey games.**

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

**"We ID" signs are posted in the venue and the bar area. The minimum date of birth to purchase alcohol will be posted on the sign. Employees must sign a company policy that they will check ID for each customer ordering alcohol product and will not continue to serve a customer that appears to be intoxicated.**

16. Were the written policies provided with the application?

**Yes**

17. What type of menu does the establishment have?

**Menu offering sandwiches, snacks, side items, smoothies, coffee, etc.**

18. Was the menu submitted with the application?

**Yes**

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

**54.5% food; 45.5% alcohol**

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

**N/A**

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

**Facility is open Monday - Sunday 6:00 a.m. - 12:00 a.m.;**  
**Bar area will be open Monday - Thursday 4:00 p.m. - 12:00 a.m. and Friday - Sunday 11:00 a.m. - 12:00 a.m.**

22. Are there cameras in the establishment?

**Yes**

23. How many cameras?

**18**

24. How often are they reviewed?

**Weekly**

25. Why are they reviewed?

**To ensure compliance**

26. How long is the video maintained?

**6 months**

27. Is the establishment going to have live entertainment?

**No**

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

**No**

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

**No**

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

**All employees serving or selling alcohol will be thoroughly trained and our company will have a zero tolerance policy for any violation. All customers ordering alcohol will be required to present identification. A security guard will be present during prime hockey games.**

31. Why should the LRB grant the alcohol license?

**An alcohol license at this facility will not affect any surrounding residence. The value of any residence in the area will not decrease or be affected by the issuance of an alcohol license at this ice sporting facility and the quiet enjoyment of the premises by the residents will also not be affected in any way.**

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

**Each employee will be required to sign the company's alcohol policy and procedures of alcohol sales for zero tolerance.**

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

**Each employee will be required to sign the company's alcohol policy and procedures of alcohol sales for zero tolerance.**

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

**Yes**

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

**Yes**

35. What are the consequences?

**Employee is immediately terminated**

36. How many employees will the establishment have?

**20 for the entire venue; 5 for the bar area**

37. How often will they be retrained?

**Annually**

38. Will you implement a secret shopper program?

**No**

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

**Employee will be immediately terminated. We have a zero tolerance policy.**

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

**NA**

41. Is there an override option?

**No**

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

**NA**

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

**Yes**

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

**Yes**

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

**Yes**

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

**No**

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

**No**





## Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 24.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** William Volckmann, Director/Comptroller  
**DATE:** September 10, 2019

### **PURPOSE**

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

### **BACKGROUND**

Georgia Law, O.C.G.A. §36-81-3(b), requires each unit of local government to operate under an annual balanced budget adopted by ordinance or resolution. Cobb County Code 2-49 provides for revisions to the adopted budget during the year only by formal action of the commission in a regular meeting.

In an official opinion dated February 24, 1999, the Attorney General of the State of Georgia concluded that all amendments to the budgets of local governments must be adopted by ordinance at each meeting when the amendments are approved by the Board of Commissioners.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners adopt a resolution adopting all budget amendments set forth in agenda items on this date.

### **ATTACHMENTS**

1. 09102019 Resolution

COBB COUNTY BOARD OF COMMISSIONERS

RESOLUTION

ADOPTING ALL BUDGET AMENDMENTS  
SET FORTH IN AGENDA ITEMS ON THIS DATE

WHEREAS, Georgia Law, O.C.G.A. § 36-81-3 (b), requires each unit of government to operate under an annual balanced budget adopted by ordinance or resolution; and

WHEREAS, Cobb County Code 2-49 provides for revisions to the adopted budget during the year only by formal action of the commission in a regular meeting; and

WHEREAS, in official opinion date February 24, 1999, the Attorney General of the State of Georgia concluded that all amendments to the budgets of local government must be adopted by ordinance or resolution;

NOW, THEREFORE, BE IT RESOLVED the Cobb County Board of Commissioners does hereby adopt all such budget amendments as are set forth in agenda items which are adopted by the Board of Commissioners without change this date, as well as other such budget amendments as shall be specifically detailed in motions adopted by the Board of Commissions this date.

This 10<sup>th</sup> of September 2019



## Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 25.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** William Volckmann, Director/Comptroller  
**DATE:** September 10, 2019

### **PURPOSE**

To authorize the reallocation of a portion of TAVT proceeds to the Fire Fund and the Debt Services Fund.

### **BACKGROUND**

In 2012, the Georgia General Assembly passed House Bill 386 which changed the way motor vehicles are taxed in Georgia. Under prior law, motor vehicles were generally subject to Sales Tax at the time of purchase and an Annual Ad Valorem Tax every year thereafter. Under House Bill 386, motor vehicles purchased on or after March 1, 2013 are subject to a one-time TAVT and are exempt from Sales Tax and Annual Ad Valorem Tax. By statute, the TAVT rate was 6.5% in 2013, 6.75% in 2014, and 7% in 2015.

As originally enacted, for calendar years 2015, 2018, and 2022 the law required the Department of Revenue ("Department") to evaluate TAVT revenues to determine if the TAVT rate will change for the calendar year following the year of the calculation. The law sets forth the specific methodology to be followed by the Department in determining whether the rate is to change or stay the same. Pursuant to legislative changes made by the enactment of House Bill 329 (2018), the law will not require the Department to conduct the 2022 TAVT rate review.

In each year since HB386 passed, the Cobb County Tax Commissioner has distributed TAVT to Cobb County General Fund; Cobb County Fire Fund; and Cobb County Bond Fund (Debt Service). The annual budget assumes collection of these funds within the adopted revenue projections.

Beginning July 1, 2019, the Cobb County Tax Commissioner is directed to distribute all TAVT proceeds due to Cobb County entirely to the General Fund. In order to maintain the revenue allocations approved by the Board of Commissioners with the adopted FY2019 Annual Budget, the Finance Department requests approval to receive the funding into the General Fund as required by State law and subsequently distribute a portion of the proceeds to the Fire Fund and the Bond Fund to make these respective FY2019 adopted budgets whole.

Further, the FY2020 Annual Budget, which will commence on October 1, 2019, was approved by the Board of Commissioners on July 23, 2019. The approved budgets for the Fire Fund and the Bond Fund include

projected TAVT revenue as a component of these balanced budgets. In order to maintain the structure and intent of these budgets, which the Board has previously approved, the Finance Department requests authorization to make similar budgetary adjustments for the FY2020 year as well.

The transfers from the General Fund collection of TAVT revenues for both FY2019 and FY2020 will be limited to the budgeted revenues that were included in the balanced budget projections regardless of actual TAVT revenue collections. Any excess collections will remain within the General Fund.

**IMPACT STATEMENT**

This action is necessary to maintain the balanced structure of the respective FY2019 and FY2020 adopted budgets for General Fund; Fire Fund; and Bond Fund (Debt Service). There is no unforeseen impact resulting from this administrative adjustment to pass these revenues through General Fund to the intended recipient funds.

**FUNDING**

Funding will be available with the following budget transactions:

**General Fund**

Decrease Revenue:	010-230-9600-4035 (TAVT True-Up)	\$2,831,163.34
Increase Revenue:	010-230-9600-4036 (Interest Earnings)	\$1,857,323.04
Increase Revenue:	010-230-9600-4037 (LGIP-Int. Earnings)	\$1,796,976.27
Increase Revenue:	010-230-9600-4038 (TAVT)	\$ 224,781.11
Increase Expenditure:	010-230-9600-6594 (Transfer Out)	\$1,047,917.08

**Fire Fund**

Decrease Revenue:	230-130-1000-4035 (TAVT True-Up)	\$947,184.56
Increase Revenue:	230-130-1000-4960 (Transfers In)	\$947,184.56

**Bond Fund (Debt Service)**

Decrease Revenue:	400-055-0040-4035 (TAVT True-Up)	\$100,732.52
Increase Revenue:	400-055-0040-4960 (Transfers In)	\$100,732.52

Transactions for FY2020 will be processed after October 1, 2019.

**RECOMMENDATION**

The Board of Commissioners authorize the reallocation of a portion of TAVT proceeds to the Fire Fund and the Debt Services Fund; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## County Clerk

Pam Mabry, County Clerk

Districts All

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Item No. 26.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Pam Mabry, County Clerk

**DATE:** September 10, 2019

### **PURPOSE**

To approve minutes.

### **BACKGROUND**

N/A

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

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

- August 26, 2019 - Agenda Work Session
- August 26, 2019 - BOC Work Session
- August 27, 2019 - BOC Regular Meeting

### **ATTACHMENTS**

1. 082619 Agenda Work Session
2. 082619 Work Session
3. 082719 BOC Minutes

**MINUTES OF AGENDA WORK SESSION  
COBB COUNTY BOARD OF COMMISSIONERS  
AUGUST 26, 2019**

The Cobb County Board of Commissioners attended an Agenda Work Session on Monday August 26, 2019, in the third-floor conference room, 100 Cherokee Street, Marietta, Georgia, for the purpose of receiving information and participating in discussion regarding the August 27, 2019, BOC Agenda. Present and comprising a quorum of the Board were:

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

**1. CALL TO ORDER – CHAIRMAN BOYCE**

Chairman Boyce called the meeting to order at 9:03 a.m.

No official action was taken by the Board.

**2. MOTION TO CONDUCT EXECUTIVE SESSION TO DISCUSS LEGAL MATTERS**

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

VOTE: **ADOPTED** 5-0

**3. ADJOURNMENT**

The meeting was adjourned into Executive Session at 10:33 a.m.

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Pamela L. Mabry  
County Clerk  
Cobb County Board of Commissioners

**MINUTES OF BOC WORK SESSION  
COBB COUNTY BOARD OF COMMISSIONERS  
AUGUST 26, 2019  
1:30 PM**

The Work Session of the Cobb County Board of Commissioners was held on Monday, August 26, 2019 in the second-floor public meeting room in the Cobb County Building, 100 Cherokee Street, Marietta, Georgia. Present and comprising a quorum of the Board were:

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

**CALL TO ORDER**

Chairman Boyce called the meeting to order at 1:30 p.m.

**PRESENTATIONS**

1. **To receive presentations from Mr. Philip McNabb, CEO Sterigenics, Lauren Curry, EPD Deputy Director and Karen Hays, Chief, Air Protection Branch regarding the Smyrna Sterigenic Plant, their operational processes and their plan moving forward.**

Commissioner Ott introduced Peter McNabb, CEO Sterigenics and Karen Hays, Chief, Air Protection Branch, who presented information regarding the operational practices and plans regarding the Smyrna Sterigenics Plant.

A copy of the information presented is attached and made a part of these minutes.

No official action was taken by the Board.

2. **Withdrawal of request to present the 2018 Annual Pension Report.**

This item was withdrawn from the agenda.

3. **To provide an update on the Cobb County 2050 Comprehensive Transportation Plan.**

Eric Meyer, Transportation Agency Planner, and Christina Pastore, Traffic Engineer / Transportation Planner with Kimley Horn presented information regarding the Cobb County 2050 Comprehensive Transportation Plan.

A copy of the information presented is attached and made a part of these minutes.

No official action was taken by the Board.

4. **To present an update of the 2005, 2011 and 2016 Special Purpose Local Option Sales Tax Programs from PARKS, Transportation, Facilities, Public Safety, Public Services, and Information Technology.**

Erica Parish, Transportation Agency Director, made introductory comments on the quarterly update of the 2005, 2011 and 2016 Special Purpose Local Option Sales Tax (SPLOST) programs. The following speakers presented information on scheduling and implementation of the 2011 and 2016 SPLOST programs:

- Scott Barfield, Property Management Director
- Sharon Stanley, Information Services Director
- Randy Crider, Public Safety Agency Interim Director
- Jimmy Gisi, PARKS Director
- Erica Parish, Department of Transportation Agency Director

A copy of the information presented is attached and made a part of these minutes.

No official action was taken by the Board.

**ADJOURNMENT**

The meeting was adjourned at 3:44 p.m.

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Angela Cunningham  
Deputy County Clerk  
Cobb County Board of Commissioners



**MINUTES OF REGULAR MEETING  
COBB COUNTY BOARD OF COMMISSIONERS  
AUGUST 27, 2019  
7:00 PM**

The Regular Meeting of the Cobb County Board of Commissioners was held on Tuesday, August 27 2019, at 7:00 p.m. in the second-floor public meeting room in the Cobb County Building, Marietta, Georgia. Present and comprising a quorum of the Board were:

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

**CALL TO ORDER**

Chairman Boyce called the meeting to order at 7:03 p.m.

**PRESENTATIONS**

**1. To present a proclamation designating September 29, 2019 as Horace Orr Post 29 Centennial Day.**

Chairman Boyce presented the following proclamation to members of Horace Orr Post 29 designating September 29, 2019 as Horace Orr Post 29 Centennial Day.

WHEREAS: The American Legion is the nation's largest wartime veterans service organization, chartered by Congress in 1919 as a patriotic organization devoted to mutual helpfulness. Members are committed to mentoring youth and sponsoring wholesome programs in our communities. They also advocate patriotism and promote strong national security; and

WHEREAS: The Horace Orr Post 29 American Legion was founded in Cobb County on Sept. 29, 1919. Since its founding a century ago, this Post has served as the home of the American Legion in Cobb; and

WHEREAS: Horace Orr Post 29 is the largest American Legion Post in the state and one of the largest in the nation. Members of the post serve Cobb residents via the four pillars of service: veterans' affairs, national security, Americanism and children and youth; and

WHEREAS: Activities and events of Horace Orr Post 29 have raised more than \$400,000 for veterans' charities and \$200,000 for first responder charities in Cobb County; now

THEREFORE: We, the Cobb County Board of Commissioners, do hereby proclaim Sept. 29, 2019, as Horace Orr Post 29 Centennial Day. We encourage all residents to honor the important role this American Legion post has played in the history of our county and the services it provides to our nation's veterans.

This, the 27th day of August, 2019.

2. **To accept a donation from Superior Plumbing as part of its "Superior Pets for Patriotic Vets" initiative.**

Commissioner Birrell introduced David Birkenbine and his newly adopted puppy Loretta, that was adopted through the *Superior Pets for Patriotic Vets initiative*, and introduced Jay Cunningham, Owner, Superior Plumbing who presented a check in the amount of \$5,000.00 as part of the *Superior Pets for Patriotic Vets initiative* to pair Cobb County Animal Services shelter pets with armed services veterans.

Funding will be appropriated as follows:

Increase Revenue:	010-130-3800-4920 (Donations)	\$5,000.00
Increase Expenditure:	010-130-3800-8818 (Contingency)	\$5,000.00

3. **To present a proclamation for Senior Olympics.**

Commissioner Gambrell presented the following proclamation to local senior athletes and members of Cobb Senior Services in recognition of the National Senior Games.

WHEREAS: Older Americans are among our greatest treasures, providing invaluable links to the past and wise counsel for the future and making significant contributions to our community; and

WHEREAS: It is important to acknowledge the contributions older individuals have made to our in our communities and in the workplace, through civic leadership and mentoring; and to encourage healthy and active aging for seniors in Cobb County

WHEREAS: Since 1987 the National Senior Games have been held for athletes 50 and over to compete against one another in a variety of events including swimming, pickleball, triathlons, and golf. Participants qualify at state or local events across the country then compete against others of their age group in the national games. Over 30 Cobb residents qualified and attended the National Senior Games in 2019 in a variety of events.

WHEREAS: It is the mission of Cobb Senior Services to improve the quality of life for the county's senior citizens through innovative programs offered at our ten state of the art senior centers throughout the county, with a prime focus being health and wellness programming in addition to offering free exercise facilities to seniors 55+.

WHEREAS: Cobb Senior Services has provided for the needs of our senior population for more than thirty-five years serving over 20,000 seniors a month and pledges to continue this commitment through classes and services focused on all aspects of wellness; now

THEREFORE: We, the Cobb County Board of Commissioners, do urge all residents to honor older adults in their athletic accomplishments and encourage physical excellence in all ages. We encourage all older adults to promote and participate in activities that contribute to the health and physical wellness of our older citizens.

This, the 27th day of August 2019.

**4. To present a proclamation to STING, Inc.**

Commissioner Cupid presented the following proclamation to members of STING, Inc. in recognition of 10 years of service as a 501c3 in Cobb County.

WHEREAS: STING, Inc. is a 501c3 youth organization founded in South Cobb in 2009. The organization celebrated its 10th anniversary on Aug. 3, 2019, at the Cobb County Civic Center. STING helps youth envision future possibilities, increase academic performance and empower themselves for success. Since its inception, the organization has served more than 200 students; and

WHEREAS: Through mentoring and enrichment programs, STING has a stellar record of helping local middle and high school students get to college, technical school or serve in the military. To date, STING has seven college graduates from the University of West Georgia, Bethune Cookman College, Georgia Southern University, Kennesaw State University, the Medical College of Georgia, Albany State University and Grenoble School of Management in France; and

WHEREAS: Twenty-five students are currently attending college and one is in graduate school in Italy. STING alumni are representing at Hampton University, College of Wooster, Ohio, Middle Tennessee State University, Georgia Southwestern University, Oglethorpe University, the University of West Georgia, Columbus State University, College of Coastal Georgia, Valdosta State University, Bennett College, Kennesaw State University, Georgia State University, University of Alabama, Maryville College and the Aviation Institute of Maintenance; and

WHEREAS: STING is fulfilling its vision of providing educational and socialization programs to enhance teens' abilities to live productive and balanced lives. Graduates are gainfully employed at Emory University Hospital, Federal Express' administrative offices, the Atlanta Police Department and American Airlines. Alumni have also served or are currently serving in the U.S. military; now

Therefore: We, the Cobb County Board of Commissioners, do hereby congratulate STING, Inc. for a decade of advancing the intellectual and social conditions of our youth through quality programs. We thank you for your tireless efforts to ensure our young people have bright futures.

This, the 27th day of August, 2019

**PUBLIC HEARING**

5. **To conduct the first public hearing to solicit comments and input on the proposed amendments to the 2019 Code Amendments, Official Code of Cobb County Part I – Chapter 106 (Streets, Sidewalks and other Public Spaces).**

Nancy Gallagher, Assistant County Attorney, presented information regarding the proposed amendments to the 2019 Code Amendments – Official Code of Cobb County - Chapter 106 (Streets, Sidewalks and other Public Spaces).

Chairman Boyce opened the public hearing and asked those wishing to speak on this issue come forward. There being no speakers, the public hearing was closed.

No action was taken by the Board.

The second Public Hearing will be during the Board's Regular Meeting on September 24, 2019, at 7:00 p.m.

6. **To conduct the second public hearing to solicit comments and input on the proposed amendment to the Official Code of Cobb County Part I. – Chapter 134 (Zoning) Article VI.**

Debbie Blair, Outside Counsel, presented information regarding the proposed amendments to the 2019 Code Amendments – Official Code of Cobb County - Chapter 134 (Zoning), Article VI (Sign Ordinance).

Chairman Boyce opened the public hearing and asked those wishing to speak on this issue come forward. There being no speakers, the public hearing was closed and the following motion was made:

Motion by Boyce, second by Birrell, to **approve** the proposed amendments to the Official Code of Cobb County Part I. - Chapter 134 (Zoning) Article VI, *with the following revisions.*

- *strike and remove the existing Article Six of Chapter 134, containing sections 134-311 through 134-376 and replace it with revised Article 6 of Chapter 134, containing revised sections 134-311 through 134-376, effective today August 27, 2019.*

A copy of the approved amendments are attached and made a part of these minutes.

VOTE: **ADOPTED** 5-0

**PUBLIC COMMENT**

- A. **Boy Scout Troup 795** addressed the Board with various questions regarding matters within the County.
- B. **David Birkenbine** addressed the Board regarding Outdoor Burning.
- C. **Tullan Avard** addressed the Board regarding Purpose Built Student Housing.
- D. **Diane Shepard** addressed the Board regarding Purpose Built Student Housing.
- E. **Phillip Anzalone** addressed the Board regarding Purpose Built Student Housing.
- F. **Katherine Andregg** addressed the Board regarding HR 763 – carbon dioxide emissions.
- G. **Jack Curtis** addressed the Board regarding code enforcement matters at The Village mobile home Park

**CONSENT AGENDA**

*Clerk's note: Chairman Boyce called Jessica Guinn, Community Development Director, to clarify Item 22. Following discussions among the Board this item was moved and heard as a Regular agenda item.*

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

- Item 22, *to be moved to the Regular Agenda.* (See item 53 of these minutes).
- Item 28, *withdrawn from the agenda.* (See item 28 of these minutes).

**Magistrate Court**

7. **To approve a one-time payment of back pay for a part-time Magistrate Judge in the Magistrate Court.**

To **approve** a one-time payment of back pay to November 20, 2017 in the amount of \$11,624.20 plus related fringe for a part-time Magistrate Judge in the Magistrate Court; authorize the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the FY2019 adopted personnel budget as follows:  
010-185-8861-6012 (Salaries)

Water System

8. **To approve Supplemental Agreement No. 1 with Bartow Precast, Inc. to extend the current unit price contract for FY18-FY19 Large Water Meter Vaults and Associated Delivery Services through FY20.**

To **approve** Supplemental Agreements No. 1 with Bartow Precast, Inc. to extend the current unit price contract for FY18-FY19 Large Water Meter Vaults and Associated Delivery through FY20; and **authorize** the Chairman to execute the necessary documents.

Funding is available in the Water System's Adopted CIP Budget, Fund 510, Department 500, Unit 5751, Object 8005, Program No. MAPPR.

9. **To approve Supplemental Agreement No. 1 with K. M. Davis Contracting Co., Inc. to extend the current unit price contract for FY18-FY19 New Water Meter Installations through FY20, Program No. MAPPR.**

To **approve** Supplemental Agreement No. 1 with K. M. Davis Contracting Co., Inc. to extend the current unit price contract for FY18-FY19 New Water Meter Installations through FY20, Program No. MAPPR; and **authorize** the Chairman to execute the necessary documents.

Funding is available in the Water System's Adopted CIP Budget, Fund 510, Department 500, Unit 5751, Object 8005, Program No. MAPPR.

10. **To approve Supplemental Agreement No. 2 with NaturChem, Inc. to extend the current unit price contract for FY17-FY18 Easement Maintenance Services through FY20.**

To **approve** Supplemental Agreement No. 2 with NaturChem, Inc. to extend the current unit price contract for FY17-FY18 Easement Maintenance Services through FY20; and **authorize** the Chairman to execute the necessary documents.

Funding is available in the Water System's Operating Budget, Fund 500, Department 500, Unit 5400, Object 6516.

**11. To approve Change Order No. 1 (final) to the construction contract with D & H Construction Company for the Clay Drive Sewer Upgrade. Program No. S1120.**

To **approve** Change Order No. 1 (final) to the construction contract with D & H Construction Company, a savings to the project in the amount of \$40,431.44, for Clay Drive Sewer Upgrade, Program No. S1120; **authorize** the corresponding budget transactions; **and further authorize** the Chairman to execute the necessary documents.

No additional funding is required for the Water System's Clay Drive Sewer Upgrade, Program No. S1120.

Decrease Encumbrance:

GAE 510092617601	510-500-5755-8260	S1120-C	\$40,431.44
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Transfer from:

Clay Drive Sewer Upgrade

Construction	510-500-5755-8260	S1120-C	\$40,431.44
Interest Expense on Retainage	510-500-5755-6613	S1120-A	\$ 525.79
Materials & Supplies	510-500-5755-8265	S1120-M	\$ 5,000.00
Easements & Right-of-Way	510-500-5755-8020	S1120-R	\$ 500.00
Contingency	510-500-5755-8810	S1120-T	<u>\$ 5,615.00</u>
Total			\$52,072.23

Transfer to:

Unidentified New/Replacement Sewer Lines

Preliminary Estimates	510-500-5755-8005	S2503-Z	\$52,072.23
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12. **To approve funding for Cobb County Water System utility improvements and relocation work associated with the City of Kennesaw Old 41 Highway Widening at Cobb Parkway, Program No. W2379.**

To **approve** funding for Cobb County Water System utility improvement and relocation work, in the amount of \$357,869.17, associated with the City of Kennesaw Old 41 Highway Widening at Cobb Parkway, Program No. W2379; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

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

Transfer from:

Unidentified New/Replacement Water Mains

Preliminary Estimates	510-500-5754-8005	W1503-Z	\$370,029.17
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Transfer to:

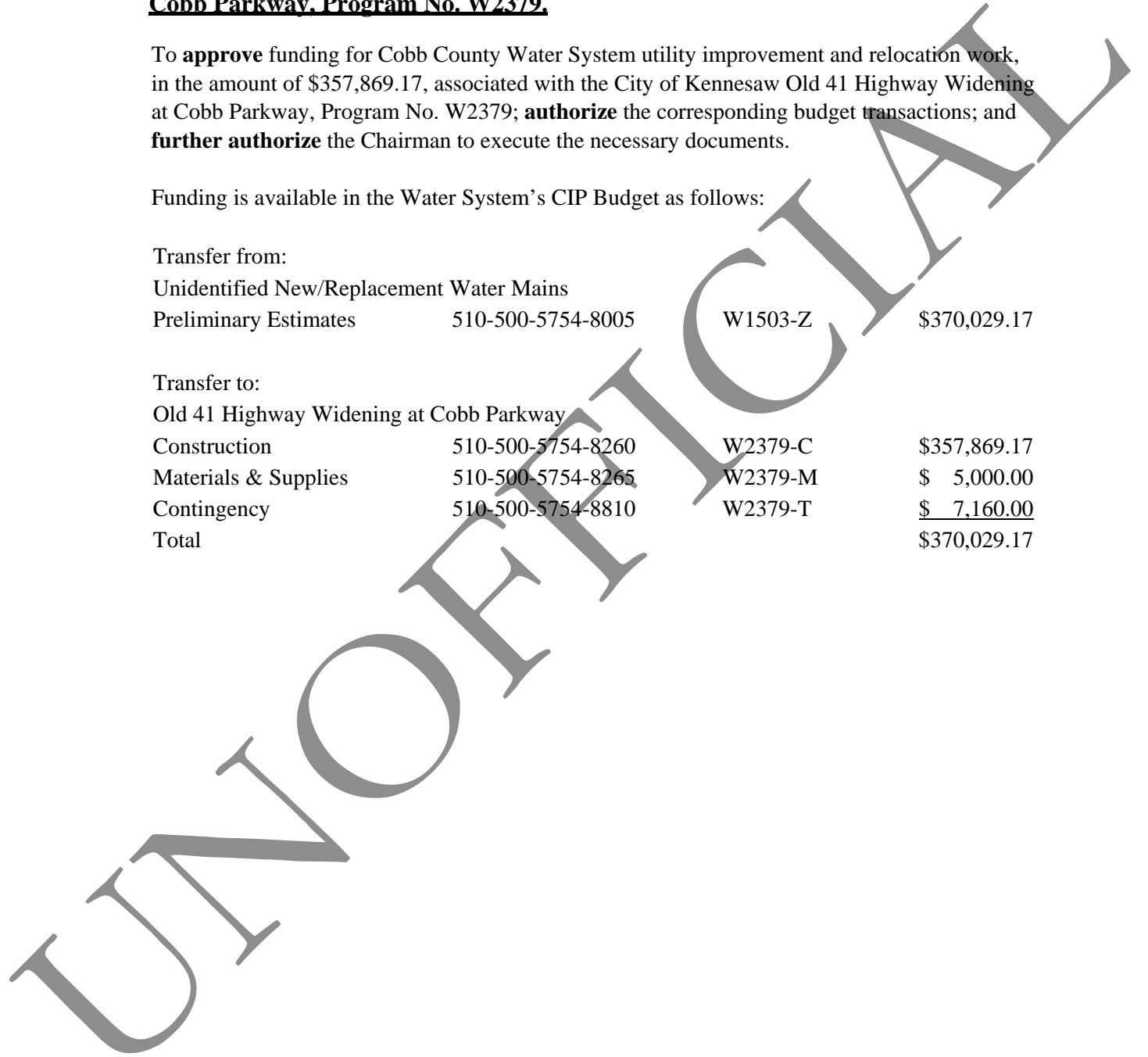
Old 41 Highway Widening at Cobb Parkway

Construction	510-500-5754-8260	W2379-C	\$357,869.17
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Materials & Supplies	510-500-5754-8265	W2379-M	\$ 5,000.00
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Contingency	510-500-5754-8810	W2379-T	<u>\$ 7,160.00</u>
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Total			\$370,029.17
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13. **To approve a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Tippins Contracting Co., Inc. for the relocation of water mains associated with the City of Powder Springs Flint Hill Road & Pine Grove Drive Roadway Realignment, Program No. W2384.**

To **approve** a work order under the FY16-FY17 Unit Price Contract for Water, Sewer, and Miscellaneous Services with Tippins Contracting Co., Inc., in the amount of \$124,720.00, for the relocation of water mains associated with the City of Powder Springs Flint Hill Road & Pine Grove Drive Roadway Realignment, Program No. W2384; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

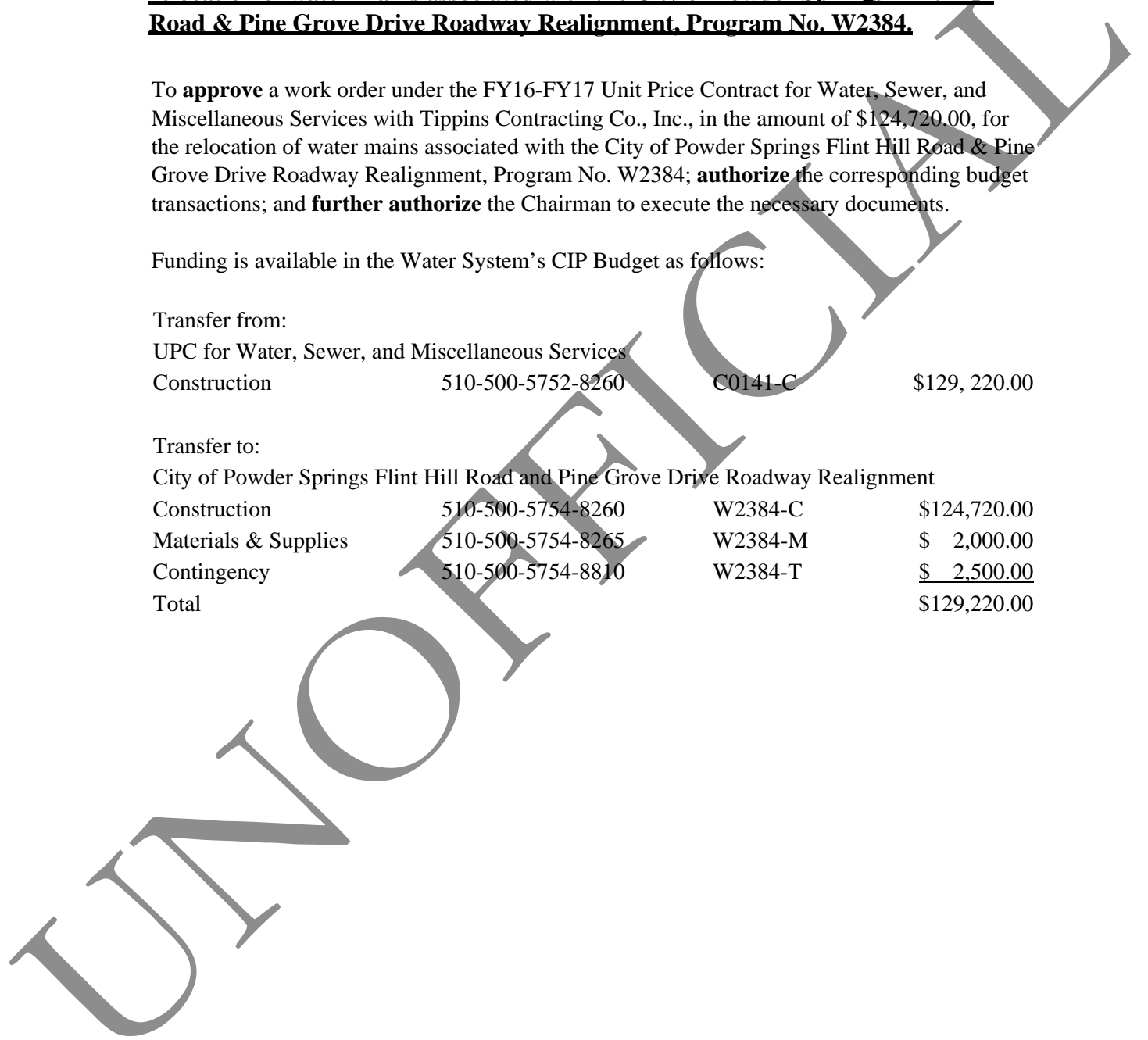
Funding is available in the Water System’s CIP Budget as follows:

Transfer from:

UPC for Water, Sewer, and Miscellaneous Services			
Construction	510-500-5752-8260	C0141-C	\$129,220.00

Transfer to:

City of Powder Springs Flint Hill Road and Pine Grove Drive Roadway Realignment			
Construction	510-500-5754-8260	W2384-C	\$124,720.00
Materials & Supplies	510-500-5754-8265	W2384-M	\$ 2,000.00
Contingency	510-500-5754-8810	W2384-T	<u>\$ 2,500.00</u>
Total			\$129,220.00



Transportation

14. To authorize the creation of four new Street Light Districts.

To **authorize** the creation of four new Street Light Districts, as follows:

<u>Commission District</u>	<u>Street Light District Name</u>	<u>Type</u>	<u>Monthly Rate</u>
3	Bluffs at Jamerson	Residential	\$3.80
4	Cambridge Preserve, Unit II, Phase I	Residential	\$3.80
4	Volunteer Ridge	Residential	\$3.80
4	Wyndy Hill Townhomes	Residential	\$3.80

A copy of the street light district maps are attached and made apart of these minutes.

Available in the Street Light District Fund approved FY19 Operating Budget, as follows:

235-050-SLD1-4712/6472 Street Light Energy Revenue/Electricity

15. **To adopt a resolution authorizing submission of a Congestion Mitigation and Air Quality Program Grant application to the Federal Transit Administration for transit operating assistance, and authorize the acceptance of allocated Congestion Mitigation and Air Quality Program funding.**

To **adopt** a resolution authorizing submission of a Congestion Mitigation and Air Quality Program Grant application (Federal Award Identification No. GA-2019-006-00) to the Federal Transit Administration (FTA), in an amount not to exceed \$1,700,000.00, for transit operating assistance; **authorize** the acceptance of allocated Congestion Mitigation and Air Quality Program funding; **authorize** the corresponding budget transactions; and **further authorize** the Chairman, or his designee, to execute the necessary documents. A copy of said resolution is attached and made a part of these minutes.

Appropriate receipt of federal revenue from FY20 Federal Transit Administration CMAQ Grant funds to the Transit Grant Fund, as follows:

Increase Revenue:	203-050-T072-4443	FTA 5307 - CMAQ	\$1,360,000.00
Increase Expenditure:	203-050-T072-8005	Preliminary Estimate	\$1,360,000.00

Local match is available in the Capital Projects Fund, as follows:

Available	380-050-4655-6594	Interfund Transfer - Expense	\$340,000.00
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Appropriate interfund transfer of available local match from the Capital Projects Fund to the Transit Grant Fund, as follows:

Increase Revenue:	203-050-T072-4960	Interfund Transfer - Revenue	\$340,000.00
Increase Expenditure:	203-050-T072-8005	Preliminary Estimate	\$340,000.00

16. **To authorize the reallocation of General Fund project savings to be utilized for Pole Barn Relocation/Construction, Project No. TR512.**

To **authorize** the reallocation of General Fund project savings, in the amount of \$151,387.12, to be utilized for Pole Barn Relocation/Construction, Project No. TR512; and **further authorize** the corresponding budget transaction.

Available in the Department's approved Capital Projects Fund budget, with the following budget transfer:

Transfer from:	380-050-4605-4605-6493-TR508-O	Sidewalk Construction	\$151,387.12
Transfer to:	380-050-4605-4605-8125-TR512-O	Construction - New Bldgs.	\$151,387.12

Public Services Agency

PARKS

17. **To approve a contract with W.E. Contracting Company, Inc. for construction services related to the replacement of eight softball field dugouts at Terrell Mill Park and two baseball field dugouts at Perry Parham Park from Fund Balance appropriations.**

To **approve** a contract with W.E. Contracting Company, Inc. in an amount not to exceed \$220,000.00, for construction services related to the replacement of ten athletic field dugout structures in Terrell Mill Park and Perry Parham Park, **authorize** the corresponding budget transactions, and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the current FY19 budget as follows:

010-105-3200-8110	\$220,000.00
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18. **To approve a contract with Maxair Mechanical, Inc. for construction services related to the replacement of the main HVAC chiller unit serving the Cobb Civic Center and the Jennie T. Anderson Theater from Fund Balance appropriations.**

To **approve** a contract with Maxair Mechanical, Inc. in an amount not to exceed \$199,750.00, for construction services related to the replacement of the main HVAC chiller unit serving the Cobb Civic Center and Jennie T. Anderson buildings, **authorize** the corresponding budget transactions, and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the current FY19 budget as follows:

010-105-3200-8435	\$199,750.00
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Elections

19. **To amend a previously approved action authorizing changes to the precinct boundaries of Smyrna 3a and Smyrna 7a.**

To **authorize** a correction to a previously approved action changing the precinct boundary lines in Smyrna 3A and Smyrna 7A due to recent annexations. A copy of the approved precinct boundary lines is attached and made a part of these minutes.

Support Services Agency

Information Services

20. **To approve a contract with SHI International Corp. for hosted budget management software under provisions of Georgia Department of Administrative Services contract 99999-SPD-SPD0000060-0003.**

To **approve** a contract with SHI International Corp. for hosted budget management software under provisions of Georgia Department of Administrative Services contract 99999-SPD-SPD0000060-0003, in an amount not to exceed \$2,177,900.00, over a six (6) year period; **authorize** the corresponding budget transactions; and **further authorize** the Purchasing Director to execute the necessary documents.

Funding for year 1 in the amount of \$418,400.00 is included in the FY 2020 Adopted Budget. The funding includes \$319,900.00 for Software Services and \$98,500.00 for Professional Services. Funding will originate in the General Fund, Unit 0140, and be transferred to the Capital Projects Fund, Unit 4586.

Public Safety Agency

911 Emergency Communications

21. **To authorize Cobb County to approve the Reconciliation Documents to close out the 2009 Frequency Reconfiguration Agreement with Nextel South Corporation (Nextel) and Southern LINC Wireless (Southern) for the Reconfiguration of the Cobb County Trunked Radio System.**

To **approve** the Reconciliation Documents with Sprint Corporation; and **authorize** the Chairman to execute the necessary documents.

Upon receipt of payment by Sprint Corporation (parent company of Nextel), an agenda item will be brought forth requesting authorization to transfer the funds into the 800 MHz Radio System contingency fund.

Community Development

22. **To adopt a resolution approving the issuance by the Development Authority of Cobb County of its Senior Living Revenue Bonds for the purpose of assisting Brickmont West Cobb SPE, LLC, a Georgia limited liability company.**

This item was moved to Regular (See Item 53 of these minutes).

23. **To approve an Annexation notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of a 0.456 acre tract known as 1221 Pierce Avenue, into the City of Smyrna.**

To **approve** an annexation, notice of Non-Objection per HB 489 Intergovernmental Agreement and HB 2 regarding a petition for annexation of Land Lot 0519, 17th District, parcel 0063, 2nd Section, located on a 0.456 acre tract known as 1221 Pierce Avenue, into the City of Smyrna. A copy of the annexation notice of Non-Objection is attached and made a part of these minutes.

24. **To authorize the acceptance of Phase 36 Emergency Food and Shelter National Board Program grant funds from the Federal Emergency Management Agency and authorize the allocation of funds to Cobb County for program administration carried out by W. Frank Newton, Inc.**

To **authorize** the acceptance of Phase 36 Emergency Food and Shelter Program grant funds from the Federal Emergency Management Agency; authorize the allocation of funds to Cobb County for program administration carried out by W. Frank Newton, Inc.; **authorize** the corresponding budget transactions, and **further authorize** the Chairman to execute the necessary documents.

FEMA will send program funds directly to the participating non-profit organizations; thus Phase 36 budget appropriations are for the administrative portion of the grant only:

Increase Revenues	270-390-G706-4432	(Federal Grants)	\$6,733.00
Increase Expenditures	270-390-G706-6312	(Contact with WFN, Inc.)	\$6,733.00

25. **To accept additional funding for Federal Fiscal Year 2019 Community Services Block Grant program provided by the Georgia Department of Human Services.**

To **accept** additional funding for Federal Fiscal Year 2019 Community Services Block Grant program provided by the Georgia Department of Human Services; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

The following budget appropriations will account for the receipt and expenditure of FFY2019 CSBG funds:

Increase Revenue	220-310-C19Z-4457	(DHS-CSBG Revenue)	\$34,916.16
Increase Expenditures	330-310-C19Z-6574	(DHS-CSBG Expenditures)	\$34,916.16

26. **To review a summary of the appeal hearing conducted by the License Review Board on August 8, 2019 for Jim N Nick's Management, LLC d/b/a Jim N Nick's.**

To **affirm** the decision of the License Review Board, following the review of the summary of the appeal hearing of August 8, 2019 to **approve** the application for a liquor, beer, wine, and Sunday sales pouring license for Jim N Nick's Management, LLC d/b/a Jim N Nick's, 3420 Sandy Plains Rd., NE, Marietta, GA 30066, Michael Clark, licensee.

27. **To review, in accordance with Section 6-147 of the Alcoholic Beverage Ordinance, a summary of the show cause hearing conducted on July 25, 2019, by the License Review Board for Kalo Lalo, Inc., doing business as, Café Istanbul 2, 4200 Wade Green Rd., Suite 19-22, Kennesaw, Georgia 30144, Kalo Galoway, licensee.**

To **affirm** the decision of the License Review Board, following the review of the attached summary of the Show Cause Hearing of July 25, 2019 for Kalo Lalo, Inc., doing business as, Café Istanbul 2.

28. **Withdrawal of request to adopt a resolution approving the issuance by the Development Authority of Cobb County of its Revenue Bonds for the purpose of assisting McEachern Senior Two, LP, a Georgia limited partnership.**

This item was withdrawn from the agenda.

**Human Resources**

29. **To approve a contract with PMA Management Corporation to provide third party workers' compensation administration for Cobb County's employees from October 1, 2019 through September 30, 2022 with the option to renew for two additional years.**

To **approve** a contract with PMA Management Corporation to provide third party workers' compensation administration for Cobb County's employees from October 1, 2019 through September 30, 2022 with the option to renew for two additional years; and **authorize** the Chairman to execute the necessary documents.

Annual funding for these services is included in the FY20 budget.

**Finance**

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

To **adopt** a resolution adopting all budget amendments set forth in agenda items on this date. A copy said resolution is attached and made a part of these minutes.

**County Clerk**

31. **To authorize the correction of previously approved minutes from June 25, 2019 for Sec. 134-287.1(f) of the Official Code of Cobb County.**

To **authorize** the correction of previously approved minutes on June 25, 2019 for Sec. 134-287.1(f) of the Official Code of Cobb County.

32. **To approve minutes.**

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

- August 12, 2019 - Agenda Work Session
- August 13, 2019 - BOC Regular
- August 19, 2019 - Community Forum
- August 20, 2019 - BOC Zoning

CONSENT VOTE: **ADOPTED 5-0**



REGULAR AGENDA

Community Development

*Clerk's Note: By consensus of the Board the following item was moved forward in the Agenda.*

**33. To consider amendments to Chapter 134 of the Cobb County Code of Ordinances regarding purpose-built student housing, and to lift the suspension of the acceptance of rezoning applications for purpose-built student housing projects.**

Motion by Birrell, second by Boyce, to **adopt** amendments to Chapter 134 of the Cobb County Code of Ordinances regarding purpose-built student housing, *with the following revisions*; **lift the suspension** of the acceptance of rezoning applications for purpose-built student housing projects; and **authorize** the Chairman to execute any necessary documents. A copy of the approved amendments are attached and made a part of these minutes.

- **Section 134-37 (34) – e** - revise sentence to read: *“traffic counts shall be within the last three years and performed while school is in session.”*
- **Section 134-228- (2) Definitions** – letter k, revised to be letter l.

VOTE: **ADOPTED 3-2**, Commissioners Ott and Gambrill opposed

**Board of Commissioners**

**BOC Chair**

**34. To approve the County Attorney Employment Agreement.**

Motion by Boyce, second by Birrell, to **approve** the County Attorney Employment Agreement between Cobb County and H. William Rowling, Jr.; *to include a 60-day notice prior to the renewal period*; and **authorize** the chairman to execute the necessary documents. A copy of the County Attorney Employment Agreement is on file in the office of the County Clerk.

VOTE: ADOPTED 5-0

**Transportation**

**35. To authorize the appropriation of interest earnings revenue to the 2016 SPLOST Transportation Improvements Program Fund Budget.**

Motion by Boyce, second by Ott, to **authorize** the appropriation of interest earnings revenue to the 2016 SPLOST Transportation Improvements Program Fund Budget; **authorize** the corresponding budget transactions; and **further authorize** the periodic appropriation of all future interest earnings revenue to the 2016 SPLOST Transportation Improvements Program Fund Budget.

Appropriate receipt of additional revenue from interest earnings to the 2016 SPLOST Transportation Improvements Program Fund Budget, as follows:

Increase Revenue:

347-050-X200-X200-4854-X2000-A	Interest Earnings	\$1,030,928.81
Interest Earnings		
347-050-X200-X200-4855-X2000-A	LGIP-Interest Earnings	\$2,242,695.04

Increase Expenditure:

347-050-X200-X200-8005-X2000-A	Preliminary Estimate	\$3,273,623.85
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VOTE: ADOPTED 5-0

**36. To ratify previous action by the County Manager authorizing emergency repairs on Randall Farm Road, and approve Project No. X2245 with Chatfield Contracting, Inc., for said repairs, CCDOT Contract No. 001497.**

Motion by Ott, second by Birrell, to **ratify** previous action by the County Manager authorizing emergency repairs on Randall Farm Road, in response to a collapsed roadway; approve Project No. X2245 to the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., in an amount not to exceed \$225,000.75, for said repairs, CCDOT Contract No. 001497; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

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

Transfer from:	347-050-X220-X220-8761-X2245-C	Preliminary Estimate	\$195,000.75
Transfer to:	347-050-X220-X220-8762-X2245-C	Turnkey Construction	\$195,000.75

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

Randall Farm Road is an eligible project/program under the Infrastructure Preservation - Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

Available in the Water System DOT Projects - Relocate Lines Adopted CIP Budget, with the following budget transfers:

Transfer from:	DOT Projects - Relocate Lines		
Preliminary Estimates	510-500-5756-8005	W4069-Z	\$31,000.00
Transfer to:	Randal Farm Road Emergency Repair Drainage		
Drainage Contract R&M	510-500-5756-6496	W5022-C	\$30,000.00
Material and Supplies	510-500-5756-8265	W5022-M	<u>\$ 1,000.00</u>
	TOTAL		\$31,000.00

**VOTE: ADOPTED 5-0**

**37. To authorize the temporary modification of travel lanes on the Woodland Brook Drive over Gilmore Creek bridge, Project No. X2120.**

Motion by Ott, second by Birrell, to **authorize** the temporary modification of travel lanes on the Woodland Brook Drive over Gilmore Creek (previously identified as Vinings Branch) bridge, Project No. X2120, to reduce traffic flow from two lanes to one lane.

**VOTE: ADOPTED 5-0**

**38. To approve a contract with Baldwin Paving Company, Inc., for intersection improvements on Hicks Road at Concord Road, Project No. X2307, CCDOT Contract No. 001363.**

Motion by Cupid, second by Gambrill, to **approve** a contract with Baldwin Paving Company, Inc., in an amount not to exceed \$2,182,086.11, for intersection improvements on Hicks Road at Concord Road, Project No. X2307, CCDOT Contract No. 001363; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

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

Transfer from:	347-050-X230-X230-8761-X2307-C	Preliminary Estimate	\$1,982,040.13
Transfer to:	347-050-X230-X230-8762-X2307-C	Turnkey Construction	\$1,982,040.13

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

Hicks Road at Concord Road is an eligible project/program under the Safety and Operational Improvements – Intersection Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 16). Hicks Road at Concord Road improvements included the construction of a roundabout in lieu of adding turn lanes. Revisions have been made; therefore, improvements now include lane additions and traffic signal modifications.

Available in the Water System DOT Projects - Relocate Lines Adopted CIP Budget, with the following budget transfers:

Transfer from:	DOT Projects - Relocate Lines		
Preliminary Estimates	510-500-5756-8005	W4069-Z	\$205,045.98
Transfer to:	Hicks Road at Concord Road Water Main Replacement		
Construction	510-500-5756-8260	W4381-C	\$200,045.98
Materials and Supplies	510-500-5756-8265	W4381-M	\$ 1,000.00
Contingency	510-500-5756-8810	W4381-T	\$ 4,000.00
		Total:	\$205,045.98

**VOTE: ADOPTED 5-0**

**39. To approve a contract with Butch Thompson Enterprises, Inc., for drainage system repairs on Timber Trail at South Gordon Road, Project No. X2248, CCDOT Contract No. 001423.**

Motion by Cupid, second by Gambrill, to **approve** a contract with Butch Thompson Enterprises, Inc., in an amount not to exceed \$155,515.00, for drainage system repairs on Timber Trail at South Gordon Road, Project No. X2248, CCDOT Contract No. 001423; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

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

Transfer from:	347-050-X220-X220-8761-X2248-C	Preliminary Estimate	\$145,515.00
Transfer to:	347-050-X220-X220-8762-X2248-C	Turnkey Construction	\$145,515.00

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

Timber Trail at South Gordon Road is an eligible project/program under the Infrastructure Preservation - Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

Available in the Water System DOT Projects – Relocate Lines Adopted CIP Budget, with the following budget transfers:

Transfer from:			
DOT Projects – Relocate Lines			
Preliminary Estimate	510-500-5756-8005	W4069-Z	\$11,000.00
Transfer to:			
Timber Trail at South Gordon Road Drainage			
Drainage Contract R&M Service	510-500-5756-6496	W5024-C	\$10,000.00
Materials & Supplies	510-500-5756-8265	W5024-M	<u>\$ 1,000.00</u>
		Total:	\$11,000.00

**VOTE: ADOPTED 5-0**

40. **To approve a contract with Excellere Construction, LLC, for demolition of four buildings for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, Phase 5, CCDOT Contract No. 001511.**

Motion by Ott, second by Birrell, to **approve** a contract with Excellere Construction, LLC, in an amount not to exceed \$244,800.00, for demolition of four buildings located at Arlington Park at Wildwood Apartments for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, Phase 5, CCDOT Contract No. 001511; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

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

Transfer from:	347-050-X240-X240-8741-X2401-R	Preliminary Estimate	\$244,800.00
Transfer to:	347-050-X240-X240-8751-X2401-R	Structure Removal	\$244,800.00

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

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

VOTE: **ADOPTED 5-0**

41. **To approve Change Order No. 1 (final) to the contract with Chatfield Contracting, Inc., for drainage system repairs on Kinsmon Cove, Project No. X2238, CCDOT Contract No. 001401.**

Motion by Ott, second by Birrell, to **approve** Change Order No. 1 (final) to the contract with Chatfield Contracting, Inc., a savings to the project in the amount of \$18,024.50, for drainage system repairs on Kinsmon Cove, Project No. X2238, CCDOT Contract No. 001401; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34701221932:

347-050-X220-X220-8762- X2238-C	Turnkey Construction	\$18,024.50
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Transfer from: 347-050-X220-X220-8762-X2238-C	Turnkey Construction	\$18,024.50
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Transfer to: 347-050-X220-X220-8761-X2238-C	Preliminary Estimate	\$18,024.50
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The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Drainage System Improvements.

Kinsmon Cove is an eligible project/program under the Infrastructure Preservation - Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

**VOTE: ADOPTED 5-0**

42. **To approve Change Order No. 1 (final) to the contract with Chatfield Contracting, Inc., for drainage system repairs on Cinnamon Teal Court, Project No. X2250, CCDOT Contract No. 001456.**

Motion by Ott, second by Birrell, to **approve** Change Order No. 1 (final) to the contract with Chatfield Contracting, Inc., a savings to the project in the amount of \$1,586.80, for drainage system repairs on Cinnamon Teal Court, Project No. X2250, CCDOT Contract No. 001456; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34705281935:

347-050-X220-X220-8762- X2250-C	Turnkey Construction	\$1,586.80
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Transfer from:

347-050-X220-X220-8762- X2250-C	Turnkey Construction	\$1,586.80
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Transfer to:

347-050-X220-X220-8761- X2250-C	Preliminary Estimate	\$1,586.80
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The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Drainage System Improvements.

Cinnamon Teal Court is an eligible project/program under the Infrastructure Preservation - Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

VOTE: **ADOPTED 5-0**



43. **To approve Change Order No. 1 (final) to the contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, for demolition of 27 townhomes on Windy Hill Road/Terrell Mill Road Connector, Phase 2, Project No. X2401, CCDOT Contract No. 001475.**

Motion by Ott, second by Birrell, to **approve** Change Order No. 1 (final) to the contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, a savings to the project in the amount of \$8,130.00, for demolition of 27 buildings located at Turnberry Lane Townhomes on Windy Hill Road/Terrell Mill Road Connector, Phase 2, Project No. X2401, CCDOT Contract No. 001475; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34706111933:		
347-050-X220-X220-8751- X2401-R	Structure Removal	\$8,130.00
Transfer from:		
347-050-X220-X220-8751- X2401-R	Structure Removal	\$8,130.00
Transfer to:		
347-050-X220-X220-8741- X2401-R	Preliminary Estimate	\$8,130.00

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

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

**VOTE: ADOPTED 5-0**

44. **To approve Change Order No. 1 (final) to the contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, for demolition/removal at 4658 Lower Roswell Road, Project No. E6020, CCDOT Contract No. 001459.**

Motion by Ott, second by Birrell, to **approve** Change Order No. 1 (final) to the contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, a savings to the project in the amount of \$3,250.00, for demolition/removal at 4658 Lower Roswell Road, Project No. E6020, CCDOT Contract No. 001459; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2011 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34705141949:

345-050-E006-E602-8751- E6020-R	Structure Removal	\$3,250.00
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Transfer from:

345-050-E006-E602-8751- E6020-R	Structure Removal	\$3,250.00
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Transfer to:

345-050-E006-E602-8741- E6020-R	Preliminary Estimate	\$3,250.00
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The 2011 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on December 14, 2010, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Roadway Improvements.

Lower Roswell Road is an eligible project/program under the Safety and Operational Improvements – Roadway Improvements Component of the 2011 SPLOST Transportation Improvements (Cobb County 2011 SPLOST, pp. 10, 28). Lower Roswell Road corridor improvements include widening to add turn lanes, median, and access management.

**VOTE: ADOPTED 5-0**

45. **To approve Change Order No. 1 (final) to the contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading and Hauling, for asbestos abatement services of complexes on Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001439.**

Motion by Ott, second by Birrell, to **approve** Change Order No. 1 (final) to the contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading and Hauling, a savings to the project in the amount of \$17,617.50, for asbestos abatement services on Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001439; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34704091931:

347-050-X240-X240-8751- X2401-R	Structure Removal	\$17,617.50
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Transfer from:

347-050-X240-X240-8751- X2401-R	Structure Removal	\$17,617.50
---------------------------------	-------------------	-------------

Transfer to:

347-050-X240-X240-8741- X2401-R	Preliminary Estimate	\$17,617.50
---------------------------------	----------------------	-------------

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

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

**VOTE: ADOPTED 5-0**

**46. To approve Change Order No. 1 (final) to the contract with Excellere Construction, LLC for drainage system repairs on Pineland Drive, Project No. X2252, CCDOT Contract No. 001427.**

Motion by Cupid, second by Gambrill, to **approve** Change Order No. 1 (final) to the contract with Excellere Construction, LLC, a savings to the project in the amount of \$41,174.86, for drainage system repairs on Pineland Drive, Project No. Project No. X2252, CCDOT Contract No. 001427; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34705281930:

347-050-X220-X220-8762- X2252-C	Turnkey Construction	\$11,174.86
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Transfer from:

347-050-X220-X220-8762- X2252-C	Turnkey Construction	\$11,174.86
---------------------------------	----------------------	-------------

Transfer to:

347-050-X220-X220-8761- X2252-C	Preliminary Estimate	\$11,174.86
---------------------------------	----------------------	-------------

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

Pineland Drive is an eligible project/program under the Infrastructure Preservation – Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

A savings to the Water System DOT Projects – Relocate Lines Adopted CIP Budget, with the following budget transfers:

Decrease GAE 51005281930:

Drainage Contract R&M Services	510-500-5756-6496	W5021-C	\$30,000.00
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Transfer from:

Pineland Drive Culvert Replacement			
Drainage Contract R&M Services	510-500-5756-6496	W5021-C	\$30,000.00
Material & Supplies	510-500-5756-8265	W5021-M	<u>\$ 1,000.00</u>
		Total:	\$31,000.00

Transfer to: DOT Projects – Relocate Lines

Preliminary Estimates	510-500-5756-8005	W4069-Z	\$31,000.00
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**VOTE: ADOPTED 5-0**

47. **To approve a Utility Relocation Agreement with Georgia Power Company for preliminary engineering and relocation of facilities on Factory Shoals Road at Riverside Parkway, Project No. X2306, CCDOT Contract No. 001513.**

Motion by Cupid, second by Gambrill, to **approve** a Utility Relocation Agreement with Georgia Power Company, in an amount not to exceed \$200,651.00, for preliminary engineering and relocation of facilities on Factory Shoals Road at Riverside Parkway, Project No. X2306, CCDOT Contract No. 001513; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents, as approved by the County Attorney's Office.

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

Transfer from:	347-050-X230-X230-8761-X2306-C Preliminary Estimate	\$200,651.00
Transfer to:	347-050-X230-X230-8786-X2306-U Utility Relocation	\$200,651.00

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

Factory Shoals Road at Riverside Parkway (previously known as Six Flags Drive) is an eligible project/program under the Safety and Operational Improvements – Intersection Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 16). Factory Shoals Road at Riverside Parkway (previously known as Six Flags Drive) intersection improvements include a new signal, upgraded pedestrian signals, and the addition of a right turn lane.

VOTE: **ADOPTED 5-0**

48. **To approve a contract with R.J. Haynie & Associates, Inc., for Traffic Signal Timing - SCATS Expansion, Project No. X2522, CCDOT Contract No. 001483.**

Motion by Ott, second by Birrell, to **approve** a contract with R.J. Haynie & Associates, Inc., in an amount not to exceed \$877,900.00, for Traffic Signal Timing- SCATS Expansion, Project No. X2522, CCDOT Contract No. 001483; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

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

Transfer from:		
347-050-X250-X250-8761-X2522-C	Preliminary Estimate	\$877,900.00
Transfer to:		
347-050-X250-X250-8771-X2522-C	Construction – Signalization	\$877,900.00

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

Traffic Signal Timing - SCATS Expansion is an eligible project/program under the Congestion Relief and Mobility Improvements - Traffic Management, Traffic Signals, and Planning Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 23). Traffic Signal Timing improvements include the upgrade or replacement of timing software, retiming of traffic signal corridors, optimization of SCATS timing, implementation of the County regional traffic operations program (RTOP), and upgrade/transfer of operations of GDOT traffic signals.

VOTE: **ADOPTED 5-0**

49. **To approve a contract with Carlson Construction Services, LLC for Advanced Transportation Management Systems – Intelligent Transportation System Communications, Phases 1C, 2 and 3A, Project No. X2502, CCDOT Contract No. 001482.**

Motion by Ott, second by Birrell, to **approve** a contract with Carlson Construction Services, LLC, in an amount not to exceed \$1,478,436.35, for Advanced Transportation Management Systems – Intelligent Transportation System Communications (ATMS - ITS), Phases 1C, 2 and 3A, Project No. X2502, CCDOT Contract No. 001482; **authorize** the corresponding budget transaction; and **further authorize** the Chairman to execute the necessary documents.

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

Transfer from:		
347-050-X250-X250-8761-X2502-C	Preliminary Estimate	\$1,478,436.35
Transfer to:		
347-050-X250-X250-8771-X2502 - C	Construction – Signalization	\$1,478,436.35

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

Advanced Transportation Management Systems (ATMS) – ITS Communications is an eligible project/program under the Congestion Relief and Mobility Improvements - Traffic Management, Traffic Signals, and Planning Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 23). Advanced Transportation Management Systems (ATMS) improvements include continued expansion and upgrade of the ATMS, upgrade of the Transportation Management Center (TMC) control room infrastructure, expansion of the fiber optic cable network and travel time monitoring system, IP/Ethernet network conversion and the addition of vehicle infrastructure integration.

VOTE: **ADOPTED 5-0**

Public Services Agency

PARKS

50. **To approve Change Order No. 1 to the contract with Hogan Construction Group, LLC for construction costs and Construction Manager at Risk services for improvements at the PARKS Administration Complex under the 2011 and 2016 PARKS SPLOST Programs.**

Motion by Gambrell, second by Cupid, to **approve** Change Order No. 1 to the contract with Hogan Construction Group, LLC for construction costs and Construction Manager at Risk services for improvements at the PARKS Administration Complex under the 2011 and the 2016 PARKS SPLOST Programs, representing a total credit in the amount of \$85,639.63, **authorize** the corresponding budget transactions, and **further authorize** the Chairman to execute the necessary documents.

This reflects a savings to the 2011 and 2016 PARKS SPLOST Funds as follows:

Decrease Encumbrances:

GAE 345071216703	345-105-E030-EP338 C-8110 (2011 - PARKS Administration Complex)	\$61,911.19
GAE 347071216703	347-105-X064-C0642 C-8110 (2016 - PARKS Technology Improvements)	\$23,728.44

The 2011 SPLOST, adopted by the Board of Commissioners on December 14, 2010, and the 2016 SPLOST, adopted by the Board of Commissioners on July 22, 2014 each provide for capital improvements and anticipated corresponding budget funding to address, inter alia, PARKS Improvements.

Improvements to the PARKS Administration Complex and the small engine repair shop are eligible projects under the 2011 SPLOST program (Cobb County 2011 SPLOST, Page 8) and both PARKS Administration Complex and Technology Improvements are eligible under the 2016 SPLOST Program (Cobb County 2016 SPLOST, Page 30 and Page 31, respectively). The renovated complex provides modern, consolidated office, storage, and meeting space for PARKS staff, and has improved efficiency and safety in the associated small engine repair shop.

VOTE: **ADOPTED 5-0**

51. **Withdrawal of request to approve a contract with Flock Safety, to provide and install 26 Automatic License Plate Reader systems in 13 Cobb County Parks, under the 2016 PARKS SPLOST program.**

This item was withdrawn from the agenda.



**Community Development**

52. **Withdrawal of request to approve an Economic Incentive Commitment Agreement for NF IV-VA ATL Cumberland, LLC.**

This item was withdrawn from the agenda.

53. **To adopt a resolution approving the issuance by the Development Authority of Cobb County of its Senior Living Revenue Bonds for the purpose of assisting Brickmont West Cobb SPE, LLC, a Georgia limited liability company.**

Motion by Boyce, second by Ott, to **adopt** a resolution from the Development Authority of Cobb County approving the issuance of its Senior Living Revenue Bonds, in an aggregate principal amount not to exceed \$24,525,000.00, to finance a senior living facility, and **authorize** the Chairman to execute the necessary documents. A copy of said resolution is attached and made a part of these minutes.

VOTE: **ADOPTED 4-1**, Commissioner Gambrill opposed

**Communications**

54. **To amend the Cobb TV Government Access Channel Policy.**

Motion by Birrell, second by Ott, to **approve** the amended Cobb TV Government Access Channel Policy. A copy of the amended Cobb TV Government Access Channel Policy is attached and made a part of these minutes.

VOTE: **ADOPTED 5-0**

**APPOINTMENTS**

55. **Withdrawal of request to approve the appointments to the Hospital Authority of Cobb County.**

This item was withdrawn from the agenda.

56. **To authorize submission to the Kennestone Hospital Authority names for consideration for appointment to the Kennestone Hospital Authority to fill the expired terms Posts 1, 2 and 3.**

Motion by Boyce, second by Birrell, to **authorize** submission to the Kennestone Hospital Authority (Cobb County) the following names for consideration in filling the expired terms of Posts 1, 2 and 3:

Post 1

Bob Prillaman, Initially appointed to KHA (CC) 2007 and is Retired, Caraustar Industries  
Jaillene Hunter, in communications with COMM-380  
Cheryl Musial, Mopdog Creative+Strategy

Post 2

Janie Maddox, Initially appointed to KHA (CC)2014 and is Retired, Post Properties  
C.B. Fair, Regional President of West Metro Atlanta at United Community Bank  
Donna Fisher, Manager, Pinnacle Orthopaedics

Post 3

R. Randall Bentley, Sr., Initially appointed to KHA (CC) 2004 and attorney, Bentley, Bentley and Bentley  
Belisa Urbina, Renovacion Conyugal, Inc. and active in the Latin community  
C.B. Fair, Regional President of West Metro Atlanta at United Community Bank

**VOTE: ADOPTED 5-0**

**ADJOURNMENT**

The meeting was adjourned at 9:22 p.m.

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Angela Cunningham  
Deputy County Clerk  
Cobb County Board of Commissioners



## District Attorney

Joyette Holmes, District Attorney

Districts All

Item No. 27.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Joyette Holmes, District Attorney  
**DATE:** September 10, 2019

### **PURPOSE**

To authorize the reclassification of a vacant Administrative Coordinator position in the District Attorney's Office as a Chief of Staff.

### **BACKGROUND**

The Office of the District Attorney is tasked under the Official Code of Georgia Section 15-18-6 with the following duties:

- (1) To attend each session of the superior courts unless excused by the judge thereof and to remain until the business of the state is disposed of;
- (2) To attend on the grand juries, advise them in relation to matters of law, and swear and examine witnesses before them;
- (3) To administer the oaths the laws require to the grand and trial jurors and to the bailiffs or other officers of the court and otherwise to aid the presiding judge in organizing the courts as he may require;
- (4) To draw up all indictments or presentments, when requested by the grand jury, and to prosecute all indictable offenses;
- (5) To prosecute civil actions to enforce any civil penalty set forth in Code Section 40-6-163 and to prosecute or defend any other civil action in the prosecution or defense of which the state is interested, unless otherwise specially provided for;
- (6) To attend before the appellate courts when any criminal case emanating from their respective circuits is tried, to argue the same, and to perform any other duty therein which the interest of the state may require;
- (7) To advise law enforcement officers concerning the sufficiency of evidence, warrants, and similar matters relating to the investigation and prosecution of criminal offenses;

(8) To collect all money due the state in the hands of any escheators and to pay it over to the educational fund, if necessary, compelling payment by rule or order of court or other legal means;

(9) To collect all claims of the state which they may be ordered to collect by the state revenue commissioner and to remit the same within 30 days after collection; and on October 1 of every year to report to the state revenue commissioner the condition of the claims in their hands in favor of the state (subsections A-D removed);

(10) To assist victims and witnesses of crimes through the complexities of the criminal justice system and ensure the victims of crimes are apprised of the rights afforded them under the law; and

(11) To perform such other duties as are or may be required by law or which necessarily appertain to their office.

The duties outlined above are baselines and do not reflect the number of other operations included in the mission of the Office of the District Attorney in the Cobb Judicial Circuit. Some of these include the operation of Diversion Programs and Accountability Courts, leading Collaborative Agency Task Forces regarding Elder Abuse, Opioid Addiction and Domestic Violence, and facilitating community discussion on public safety issues. While this office has been a leader in adjusting to the calls for new ways to address the changing landscape of criminal justice, the need to be innovative and to find practical ways to effectively and efficiently address these changes cannot be ignored.

The office performs these responsibilities with a staff of 147 that includes Assistant District Attorneys, Sworn and Post-Certified Investigators, Victim Advocates, and Administrative Staff. Of the 147, the non-attorney staff makes up over 100 of those positions. The ability to do all of these things start on the ground with the men and women who work in the office. The facilitation of that makes the role of chief of staff to the District Attorney critical to office operations from a strategy and team management perspective (primarily with non-attorney staff). The person in this role will be the strategic lead on high profile projects, act as a liaison and coordinate external stakeholders critical to organizational success, create systems and processes to streamline operations, lead annual and long term strategic and budgetary goals, lead hiring processes, and generally lend operational support to the District Attorney.

### **IMPACT STATEMENT**

There is no impact for FY2019 as the increase will be absorbed in the available budget. For FY2020, a transfer from General Fund Undesignated Contingency will be required as indicated in the funding statement.

**FUNDING**

Funding is available in the FY19 departmental budget

010-170-8750 -6012	(Salaries)	\$1,573.20
010-170-8750-6032	(Disability)	\$ 11.33
010-170-8750-6034	(FICA)	\$ 240.70
010-170-8750-6038	(Life/LTD)	\$ 12.59
010-170-8750-6044	(Retirement)	\$ 740.98
010-170-8750-6052	(Workers' Compensation)	\$ 41.32
	FY2019 Increase	\$2,620.02

For FY2020, funding will be available with the following budget transactions:

Decrease Expenditure: 010-015-0145-8820	(Undesignated Contingency)	\$54,512.03
Increase Expenditure: 010-170-8750-6012	(Salaries)	\$40,903.46
010-170-8750-6032	(Disability)	\$ 147.25
010-170-8750-6034	(FICA)	\$ 3,129.11
010-170-8750-6038	(Life/LTD)	\$ 163.61
010-170-8750-6044	(Retirement)	\$ 9,632.76
010-170-8750-6052	(Workers' Compensation)	\$ 535.84

**RECOMMENDATION**

The Board of Commissioners authorize the reclassification of a vacant Administrative Coordinator position 1913-018 in the District Attorney’s Office as a Chief of Staff, grade 29 effective September 10, 2019 and further authorize the corresponding budget transactions

**ATTACHMENTS**

None



## Transportation

Erica Parish, Director

District 4

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Item No. 28.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et seq., on two parcels on Factory Shoals Road (Harmony Leland and Clay Elementary Schools), Phase 1, Project No. X2807.

### **BACKGROUND**

School Zone Improvements is an approved component in the 2016 SPLOST Transportation Improvements Program.

The Factory Shoals Road (Harmony Leland and Clay Elementary Schools) project was developed in coordination with the Cobb County School District (CCSD) as a part of the relocation of Harmony Leland and Clay Elementary Schools to one site. Primary access to the new school will be on Factory Shoals Road, south of Mableton Parkway. The Department and CCSD have coordinated efforts in developing plans for school zone improvements in accordance with the Working Protocol currently in place.

A traffic study conducted by the Department for the new school location identified the need for the creation of a right-turn lane on Mableton Parkway at Factory Shoals Road, and recommended additional improvements on Factory Shoals Road and on Beverly Drive. These improvements were to be implemented in two phases: Phase 1 (Factory Shoals Road at Mableton Parkway) and Phase 2 (Factory Shoals Road and Beverly Drive).

Additional rights-of-way and easements are needed to construct Phase 1 of this project. Right-of-way funding for this project is available in the 2016 SPLOST TIP Fund approved budget.

Negotiations with the property owners are ongoing; however, in order to ensure project deadlines are met, the Department is requesting condemnation approval by the Board of Commissioners in the event negotiations are unsuccessful, and the Land Acquisition Review Committee, consisting of the Department's Development Services, Right-of-Way and Construction staff, and the County's Legal personnel, recommend condemnation actions be filed.

Under appropriate circumstances, as are more fully set forth under the provisions of O.C.G.A. §32-3-4, the County is authorized to acquire real property interests by the Declaration of Taking method. It is appropriate for the County to use this method for reasons including, but not limited to, a desire for judicial ascertainment of all issues pertaining to the acquisition.

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

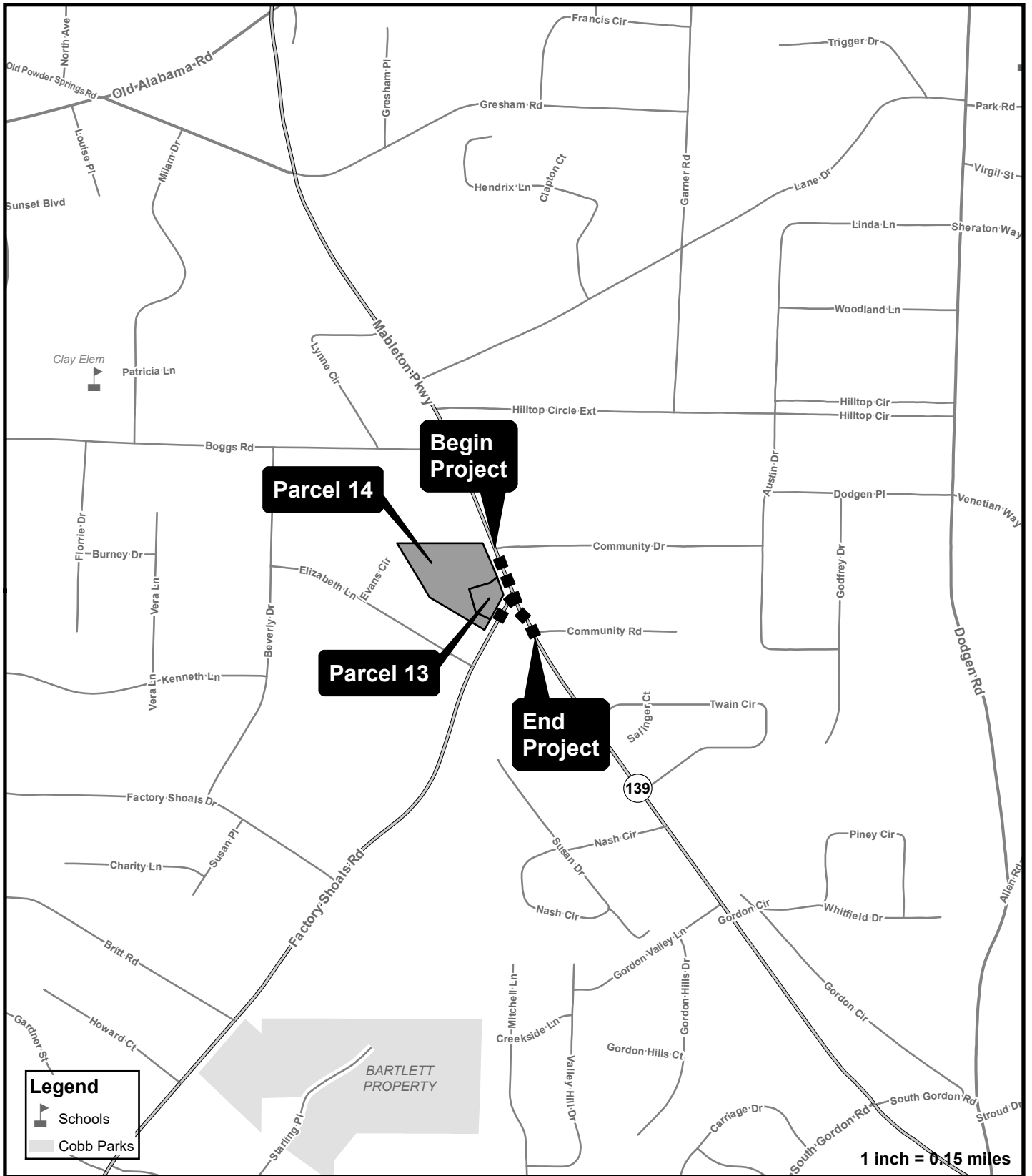
**RECOMMENDATION**

The Board of Commissioners determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq.; authorize the commencement of condemnation proceedings on two parcels on Factory Shoals Road (Harmony Leland and Clay Elementary Schools), Phase 1, Project No. X2807; adopt Resolutions and Orders in form substantially similar to the attached, and as approved by the County Attorney's Office; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map
2. Resolutions and Attachments 1 for Parcels 13 and 14

# LOCATION MAP



**Legend**

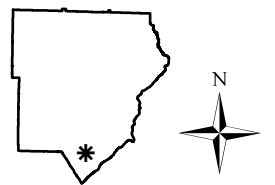
- Schools
- Cobb Parks



Department of Transportation

**PROJECT:**  
 Factory Shoals Road (Harmony Leland and Clay  
 Elementary Schools), Phase 1  
 Project No. X2807

DATE: September 10, 2019



Notes: Commission District 4



**APPENDIX “A” TO EXHIBIT “A”**

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 652.41 SQUARE FEET OF FEE SIMPLE RIGHT-OF-WAY, 1,644.78 SQUARE FEET OF PERMANENT CONSTRUCTION EASEMENT, AND 1,263.55 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, BEING PROJECT PARCEL NO. 13, TAX PARCEL NO. 18019000420, 18<sup>TH</sup> DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Spirit Master Funding III LLC, being project parcel no. 13, tax parcel no. 18019000420, also being in Land Lot 189, 18<sup>th</sup> District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Spirit Master Funding III LLC, being project parcel no. 13, tax parcel no. 18019000420, also being in Land Lot 189, 18<sup>th</sup> District, Second Section of Cobb County, Georgia pursuant to Project No. X2807 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

COBB COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Michael H. Boyce, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk, Cobb County Board of Commissioners

(SEAL)

# ATTACHMENT 1

<b>PROJECT NAME:</b>	<b>Factory Shoals Phase I</b>
<b>PROJECT NUMBER:</b>	<b>X2807</b>
<b>PARCEL NUMBER:</b>	<b>13</b>
<b>PROPERTY OWNER:</b>	<b>Spirit Master Funding III LLC 6220 Mableton Pkwy Mableton, GA 30126</b>
<b>TAX PARCEL I.D. NUMBER:</b>	<b>18019000420</b>
<b>ACQUISITION:</b>	
<b>Fee Simple Right-of-Way:</b>	<b>652.41 square feet (0.022% of total tract)</b>
<b>Permanent Construction Easement:</b>	<b>1,644.78 square feet (0.056% of total tract)</b>
<b>Temporary Construction Easement:</b>	<b>1,263.55 square feet (0.043% of total tract)</b>
<b>APPROXIMATE REMAINING PROPERTY:</b>	<b>0.62 Acres</b>
<b>LOCATION OF STRUCTURE:</b>	<b>More than 35 feet</b>
<b>CONTACTS:</b>	
<b>First:</b>	<b>August 13, 2019</b>
<b>Last:</b>	<b>September 4, 2019</b>
<b>ACQUISITION AGENT:</b>	<b>Laura Meier</b>
<b>ZONING:</b>	<b>Commercial Use</b>
<b>HIGHEST &amp; BEST USE:</b>	<b>Commercial Use</b>
<b>MISCELLANEOUS:</b>	<b>Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing.</b>

\*September 10, 2019

**APPENDIX “A” TO EXHIBIT “A”**

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 159.49 SQUARE FEET OF FEE SIMPLE RIGHT-OF-WAY, 328.15 SQUARE FEET OF PERMANENT CONSTRUCTION EASEMENT, AND 1,226.62 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, BEING PROJECT PARCEL NO. 14, TAX PARCEL NO. 18019000020, 18<sup>TH</sup> DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Julius Alembik; et al, being project parcel no. 14, tax parcel no. 18019000020, 18<sup>th</sup> District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Julius Alembik; et al, being project parcel no. 14, tax parcel no. 18019000020, 18<sup>th</sup> District, Second Section of Cobb County, Georgia pursuant to Project No. X2807 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

COBB COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Michael H. Boyce, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk, Cobb County Board of Commissioners

(SEAL)

# ATTACHMENT 1

<b>PROJECT NAME:</b>	<b>Factory Shoals Phase I</b>
<b>PROJECT NUMBER:</b>	<b>X2807</b>
<b>PARCEL NUMBER:</b>	<b>14</b>
<b>PROPERTY OWNER:</b>	<b>Julius Alembik; et al.</b>
<b>TAX PARCEL I.D. NUMBER :</b>	<b>18019000020</b>
<b>ACQUISITION:</b>	
<b>Fee Simple Right-of-Way:</b> <b>Permanent Construction Easement:</b> <b>Temporary Construction Easement:</b>	<b>159.49 square feet (0.001% of total tract)</b> <b>328.15 square feet (0.002% of total tract)</b> <b>1,226.62 square feet (0.008% of total tract)</b>
<b>APPROXIMATE REMAINING PROPERTY:</b>	<b>3.58 Acres</b>
<b>LOCATION OF STRUCTURE:</b>	<b>More than 35 feet</b>
<b>CONTACTS:</b>	
<b>First:</b>	<b>August 13, 2019</b>
<b>Last:</b>	<b>September 4, 2019</b>
<b>ACQUISITION AGENT:</b>	<b>Laura Meier</b>
<b>ZONING:</b>	<b>Commercial Use</b>
<b>HIGHEST &amp; BEST USE:</b>	<b>Commercial Use</b>
<b>MISCELLANEOUS:</b>	<b>Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing.</b>

\*September 10, 2019



## Transportation

Erica Parish, Director

District 1

Item No. 29.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq., on one parcel on Acworth Due West Road at Jim Owens Road/Mars Hill Church Road Intersection, Project No. X2301.

### **BACKGROUND**

Acworth Due West Road at Jim Owens Road/Mars Hill Church Road is an approved project in the Intersection Improvements Component of the 2016 SPLOST Transportation Improvements Program (TIP).

The project consists of traffic analysis and design of a roundabout on Acworth Due West Road at Jim Owens Road/Mars Hill Church Road. The design incorporated the residential context of the area, the need for pedestrian crossings in the intersection, and vehicular movements.

Additional right-of-way and easements are needed to construct this project. Right-of-way funding for this project is available in the 2016 SPLOST TIP Fund approved budget.

Negotiations with the property owner are ongoing; however, in order to ensure project deadlines are met, the Department is requesting condemnation approval by the Board of Commissioners in the event negotiations are unsuccessful, and the Land Acquisition Review Committee, consisting of the Department's Development Services, Right-of-Way and Construction staff, and the County's Legal personnel, recommend condemnation actions be filed.

Under appropriate circumstances, as are more fully set forth under the provisions of O.C.G.A. §32-3-4, the County is authorized to acquire real property interests by the Declaration of Taking method for reasons including, but not limited to, a desire for judicial ascertainment of all issues pertaining to the acquisition.

### **IMPACT STATEMENT**

N/A

## **FUNDING**

N/A

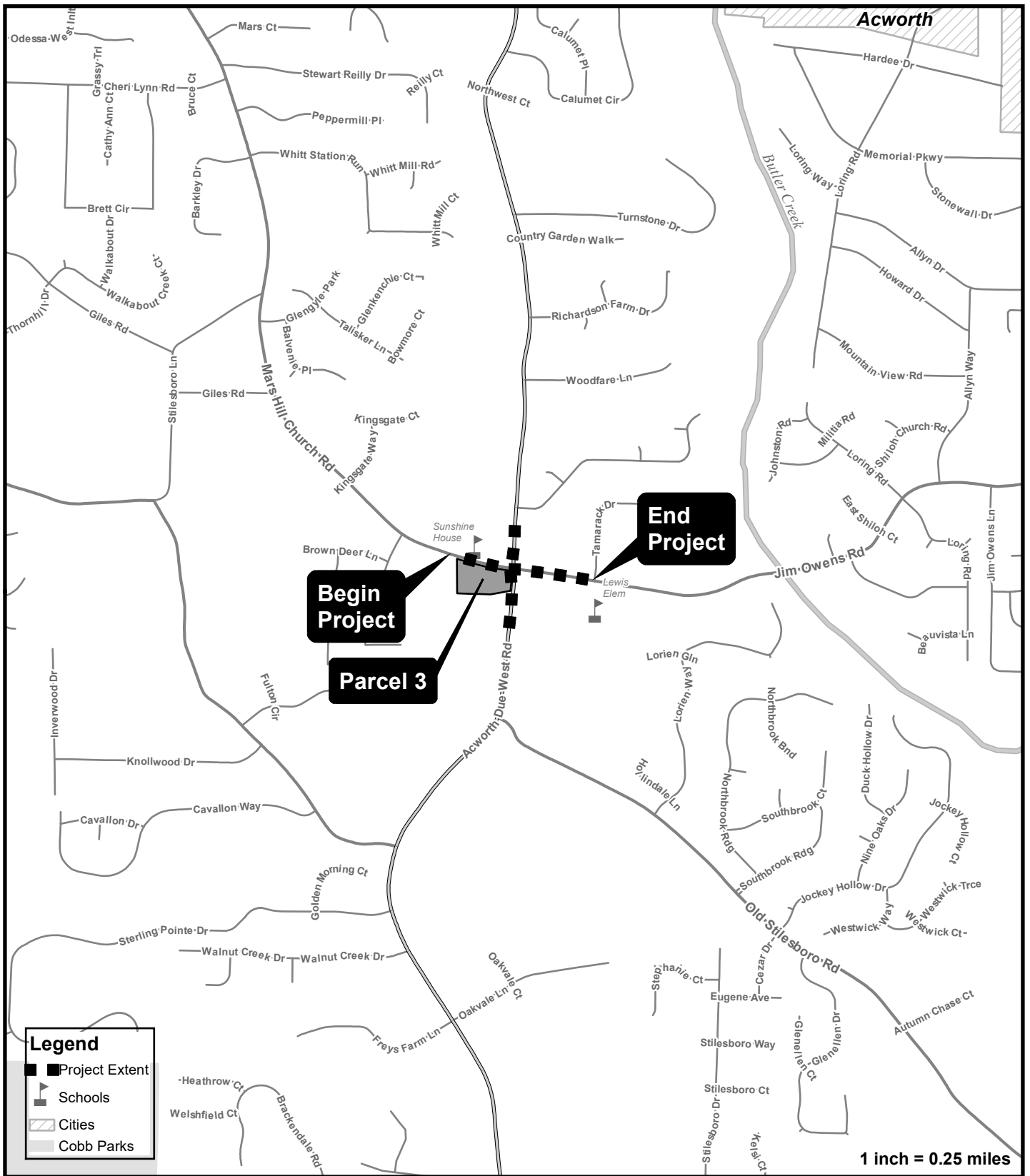
## **RECOMMENDATION**

The Board of Commissioners determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq.; authorize the commencement of condemnation proceedings on one parcel on Acworth Due West Road at Jim Owens Road/Mars Hill Church Road Intersection, Project No. X2301; adopt a Resolution and Order in form substantially similar to the attached, and as approved by the County Attorney's Office; and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Location Map
2. Resolution and Attachment 1 for Parcel 3

# LOCATION MAP



Department of Transportation

**PROJECT:**  
**Acworth Due West Road at Jim Owens Road /**  
**Mars Hill Church Road**  
**Project No. X2301**

**DATE:** September 10, 2019



Notes: Commission District 1

**APPENDIX “A” TO EXHIBIT “A”**

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 29,777.91 SQUARE FEET OF FEE SIMPLE RIGHT-OF-WAY, 2,291.85 SQUARE FEET OF PERMANENT CONSTRUCTION EASEMENT, AND 800.00 SQUARE FEET OF DRIVEWAY EASEMENT, BEING PROJECT PARCEL NO. 3, TAX PARCEL NO. 20016000130, 20<sup>th</sup> DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Kelly Morton, being project parcel no. 3, tax parcel no. 20016000130, 20<sup>th</sup> District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Kelly Morton, being project parcel no. 3, tax parcel no. 20016000130, 20<sup>th</sup> District, Second Section of Cobb County, Georgia pursuant to Project No. X2301 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

COBB COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Michael H. Boyce, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk, Cobb County Board of Commissioners

(SEAL)



# ATTACHMENT 1

<b>PROJECT NAME:</b>	<b>Acworth Due West Road at Jim Owens Road/Mars Hill Church Road</b>
<b>PROJECT NUMBER:</b>	<b>X2301</b>
<b>PARCEL NUMBER:</b>	<b>3</b>
<b>PROPERTY OWNER:</b>	<b>Kelly Morton 4583 McClure Road Acworth, GA 30101</b>
<b>TAX PARCEL I.D. NUMBER :</b>	<b>20016000130</b>
<b>ACQUISITION:</b>	
<b>Fee Simple Right-of-Way:</b>	<b>29,777.91 square feet (0.23% of total tract)</b>
<b>Permanent Construction Easement:</b>	<b>2,291.85 square feet (0.02% of total tract)</b>
<b>Driveway Easement:</b>	<b>800.00 square feet (0.006% of total tract)</b>
<b>APPROXIMATE REMAINING PROPERTY:</b>	<b>2.25 Acres</b>
<b>LOCATION OF STRUCTURE:</b>	<b>More than 35 feet</b>
<b>CONTACTS:</b>	
<b>First:</b>	<b>June 14, 2019</b>
<b>Last:</b>	<b>September 4, 2019</b>
<b>ACQUISITION AGENT:</b>	<b>Sue Edelson</b>
<b>ZONING:</b>	<b>Single Family Residential Development</b>
<b>HIGHEST &amp; BEST USE:</b>	<b>Single Family Residential Development</b>
<b>MISCELLANEOUS:</b>	<b>Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing.</b>

\*September 10, 2019



## Transportation

Erica Parish, Director

Districts 1 and 3

---

Item No. 30.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq., on one parcel on Cherokee Street, Project No. X2603.

### **BACKGROUND**

Cherokee Street is an approved roadway improvements project in the 2016 SPLOST Transportation Improvements Program (TIP). This is a joint project with the City of Kennesaw.

This project will consist of roadway improvements along Cherokee Street, from Jiles Road to Shiloh Road. Improvements will include the addition of a third travel lane in the eastbound direction only, the addition of a right turn lane at the intersection of Shiloh Road, and access improvements between the two intersections.

Additional right-of-way and easements are needed to construct this project. Right-of-way funding for this project is available in the 2016 SPLOST TIP Fund approved budget.

Negotiations with the property owner are ongoing; however, in order to ensure project deadlines are met, the Department is requesting condemnation approval by the Board of Commissioners in the event negotiations are unsuccessful, and the Land Acquisition Review Committee, consisting of the Department's Development Services, Right-of-Way and Construction staff, and the County's Legal personnel, recommend condemnation actions be filed.

Under appropriate circumstances, as are more fully set forth under the provisions of O.C.G.A. §32-3-4, the County is authorized to acquire real property interests by the Declaration of Taking method. It is appropriate for the County to use this method for reasons including, but not limited to, a desire for judicial ascertainment of all issues pertaining to the acquisition.

### **IMPACT STATEMENT**

N/A

## **FUNDING**

N/A

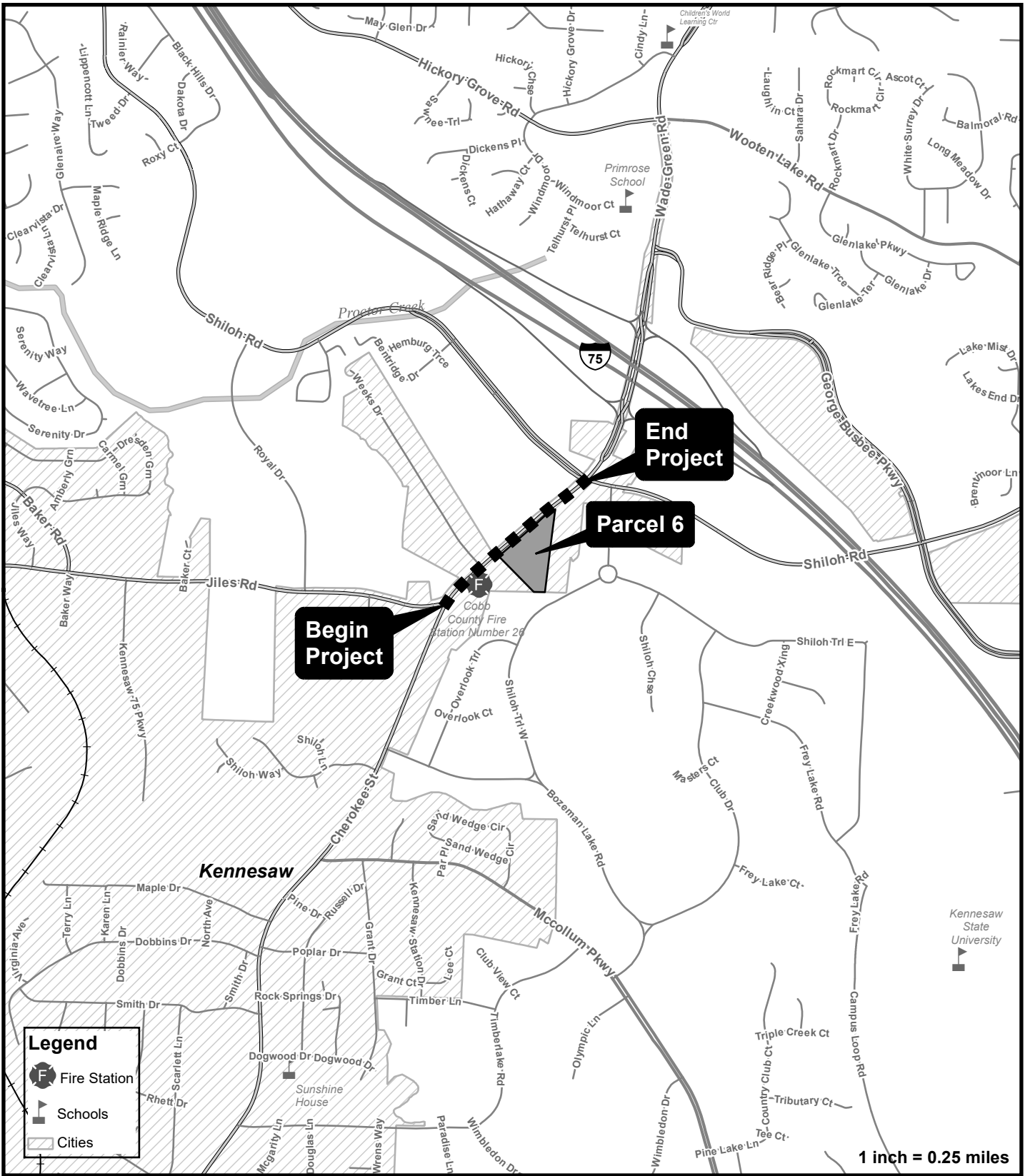
## **RECOMMENDATION**

The Board of Commissioners determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq.; authorize the commencement of condemnation proceedings on one parcel on Cherokee Street, Project No. X2603; adopt a Resolution and Order in form substantially similar to the attached, and as approved by the County Attorney's Office; and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Location Map
2. Resolution and Attachment 1 for Parcel 6

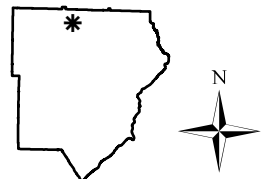
# LOCATION MAP



Department of Transportation

**PROJECT:**  
Cherokee Street  
Project No. X2603

DATE: September 10, 2019



Notes: Commission Districts 1, 3

**APPENDIX “A” TO EXHIBIT “A”**

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 700.01 SQUARE FEET OF FEE SIMPLE RIGHT-OF-WAY, 4,363.87 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, AND 2,962.08 SQUARE FEET OF DRIVEWAY EASEMENT, BEING PROJECT PARCEL NO. 6, TAX PARCEL NO. 20006000320, 20<sup>th</sup> DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Highway 23, LLC, being project parcel no. 6, tax parcel no. 20006000320, 20<sup>th</sup> District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Highway 23, LLC, being project parcel no. 6, tax parcel no. 20006000320, 20<sup>th</sup> District, Second Section of Cobb County, Georgia pursuant to Project No. X2603 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

COBB COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Michael H. Boyce, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk, Cobb County Board of Commissioners

(SEAL)

# ATTACHMENT 1

<b>PROJECT NAME:</b>	<b>Cherokee Street</b>
<b>PROJECT NUMBER:</b>	<b>X2603</b>
<b>PARCEL NUMBER:</b>	<b>6</b>
<b>PROPERTY OWNER:</b>	<b>Highway 23, LLC 1960 Satellite Boulevard Suite 1300 Duluth, GA 30097</b>
<b>TAX PARCEL I.D. NUMBER :</b>	<b>20006000320</b>
<b>ACQUISITION:</b>	
<b>Fee Simple Right-of-Way:</b>	<b>700.01 square feet (.003% of total tract)</b>
<b>Temporary Construction Easement:</b>	<b>4,363.87 square feet (.018% of total tract)</b>
<b>Driveway Easement:</b>	<b>2,962.08 square feet (.012% of total tract)</b>
<b>APPROXIMATE REMAINING PROPERTY:</b>	<b>5.6 Acres</b>
<b>LOCATION OF STRUCTURE:</b>	<b>More than 35 feet</b>
<b>CONTACTS:</b>	
<b>First:</b>	<b>June 1, 2018</b>
<b>Last:</b>	<b>September 4, 2019</b>
<b>ACQUISITION AGENT:</b>	<b>Laura Meier</b>
<b>ZONING:</b>	<b>Commercial Use</b>
<b>HIGHEST &amp; BEST USE:</b>	<b>Commercial Use</b>
<b>MISCELLANEOUS:</b>	<b>Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing.</b>

\*September 10, 2019



## Transportation

Erica Parish, Director

District 4

Item No. 31.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq., on one parcel on Mableton Parkway Pedestrian Improvements, Phase I, Project No. X2762.

### **BACKGROUND**

Mableton Parkway Pedestrian Improvements is an approved project in the Sidewalks Component of the 2016 SPLOST Transportation Improvements Program (TIP).

This project includes construction of a ten-foot wide trail on the west side of Mableton Parkway and a five-foot wide sidewalk on the east side, from Factory Shoals Road to Discovery Boulevard. Traffic signal upgrades are also included at signalized intersections within the project limits.

Additional easements are needed to construct this project. Right-of way funding for the project is available in the 2016 SPLOST TIP Fund approved budget.

Negotiations with the property owner are ongoing; however, in order to ensure project deadlines are met, the Department is requesting condemnation approval by the Board of Commissioners in the event negotiations are unsuccessful, and the Land Acquisition Review Committee, consisting of the Department's Development Services, Right-of-Way and Construction staff, and the County's Legal personnel, recommend condemnation actions be filed.

Under appropriate circumstances, as are more fully set forth under the provisions under O.C.G.A. §32-3-4, the County is authorized to acquire real property interests by the Declaration of Taking method for reasons including, but not limited to, a desire for judicial ascertainment of all issues pertaining to the acquisition.

### **IMPACT STATEMENT**

N/A

## **FUNDING**

N/A

## **RECOMMENDATION**

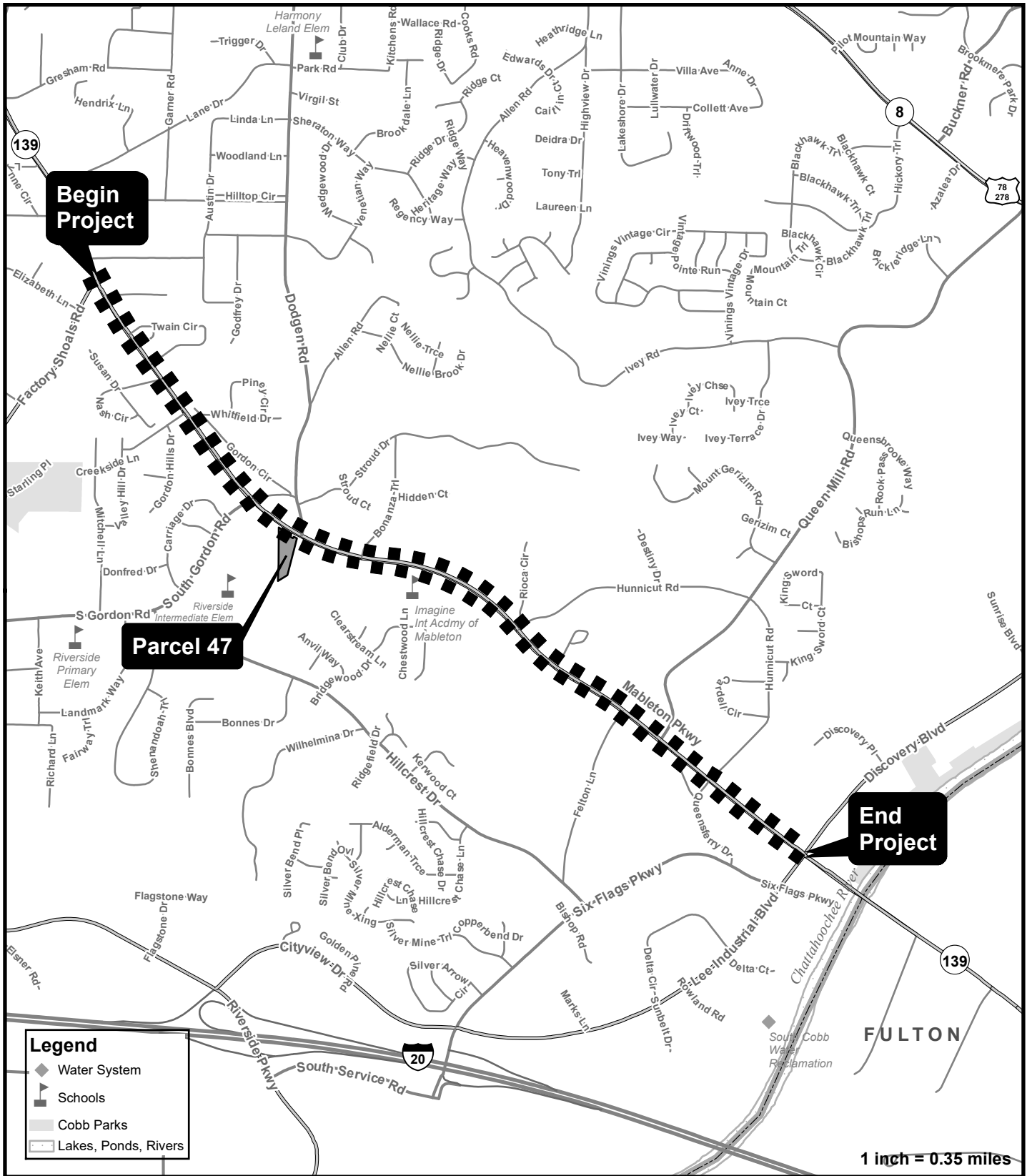
The Board of Commissioners determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq.; authorize the commencement of condemnation proceedings on one parcel on Mableton Parkway Pedestrian Improvements, Phase I, Project No. X2762; adopt a Resolution and Order in form substantially similar to the attached, and as approved by the County Attorney's Office; and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Location Map
2. Resolution and Attachment 1 for Parcel 47

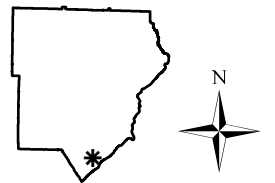


# LOCATION MAP



Department of Transportation

**PROJECT:**  
**Mableton Parkway Pedestrian**  
**Improvements, Phase 1**  
**Project No. X2762**  
**DATE: September 10, 2019**



Notes: Commission District 4

**APPENDIX “A” TO EXHIBIT “A”**

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 1,526.30 SQUARE FEET OF PERMANENT EASEMENT AND 4,457.59 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, BEING PROJECT PARCEL NO. 47, TAX PARCEL NO. 18038900140, 18<sup>th</sup> DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Fernando Chavarria, being project parcel no. 47, tax parcel no. 18038900140, 18<sup>th</sup> District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Fernando Chavarria, being project parcel no. 47, tax parcel no. 18038900140, 18<sup>th</sup> District, Second Section of Cobb County, Georgia pursuant to Project No. X2762 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

COBB COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Michael H. Boyce, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk, Cobb County Board of Commissioners

(SEAL)

# ATTACHMENT 1

<b>PROJECT NAME:</b>	<b>SR 139/Mableton Parkway Sidewalk</b>
<b>PROJECT NUMBER:</b>	<b>X2762</b>
<b>PARCEL NUMBER:</b>	<b>47</b>
<b>PROPERTY OWNER:</b>	<b>Fernando Chavarria 1330 Cashiers Way Roswell, GA 30075</b>
<b>TAX PARCEL I.D. NUMBER :</b>	<b>18038900140</b>
<b>ACQUISITION:</b>	
<b>Permanent Easement:</b>	<b>1,526.30 square feet (0.013% of total tract)</b>
<b>Temporary Construction Easement:</b>	<b>4,457.59 square feet (0.04% of total tract)</b>
<b>APPROXIMATE REMAINING PROPERTY:</b>	<b>2.6 Acres</b>
<b>LOCATION OF STRUCTURE:</b>	<b>More than 35 feet</b>
<b>CONTACTS:</b>	
<b>First:</b>	<b>December 15, 2017</b>
<b>Last:</b>	<b>August 16, 2019</b>
<b>ACQUISITION AGENT:</b>	<b>Laura Meier</b>
<b>ZONING:</b>	<b>Residential</b>
<b>HIGHEST &amp; BEST USE:</b>	<b>Residential</b>
<b>MISCELLANEOUS:</b>	<b>Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing.</b>

\*September 10, 2019



## Transportation

Erica Parish, Director

District 4

Item No. 32.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et seq., on one parcel on New Macland Road, Project No. X2608.

### **BACKGROUND**

New Macland Road is an approved roadway safety and operational improvements project in the 2016 SPLOST Transportation Improvements Program (TIP).

The project includes roadway safety and traffic operational improvements on New Macland Road, beginning at Arapaho Drive and ending at Macland Road. Improvements will include the addition of turn lanes, sidewalks, and drainage improvements.

Additional easements are needed to construct this project. Right-of-way funding for this project is available in the 2016 SPLOST TIP Fund approved budget.

Negotiations with the property owner are ongoing; however, in order to ensure project deadlines are met, the Department is requesting condemnation approval by the Board of Commissioners in the event negotiations are unsuccessful, and the Land Acquisition Review Committee, consisting of the Department's Development Services, Right-of-Way and Construction staff, and the County's Legal personnel, recommend condemnation actions be filed.

Under appropriate circumstances, as are more fully set forth under the provisions of O.C.G.A. §32-3-4, the County is authorized to acquire real property interests by the Declaration of Taking method. It is appropriate for the County to use this method for reasons including, but not limited to, a desire for judicial ascertainment of all issues pertaining to the acquisition.

### **IMPACT STATEMENT**

N/A

## **FUNDING**

N/A

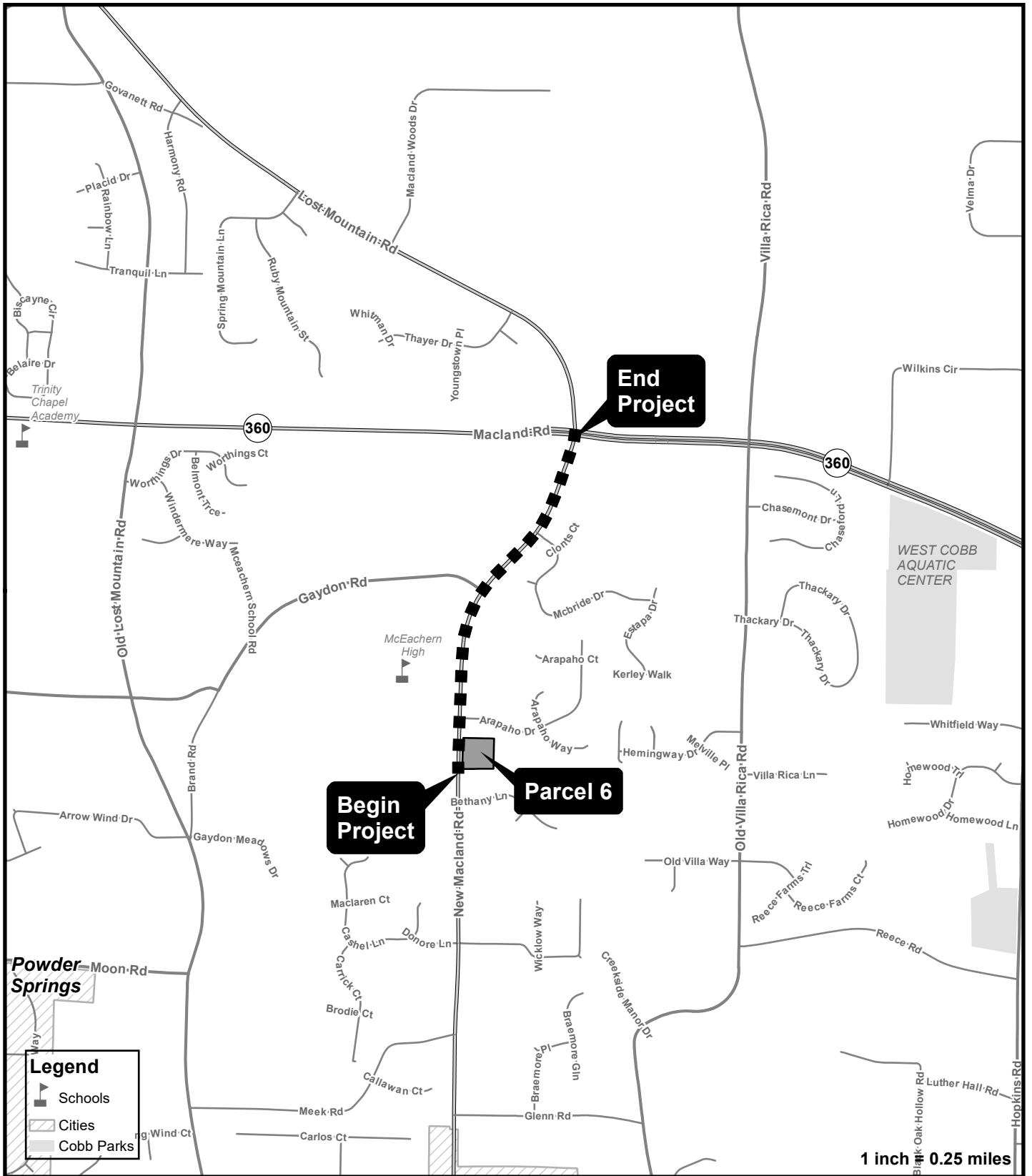
## **RECOMMENDATION**

The Board of Commissioners determine that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking under O.C.G.A. §32-3-4, et. seq.; authorize the commencement of condemnation proceedings on one parcel on New Macland Road Project No. X2608; adopt a Resolution and Order in form substantially similar to the attached, and as approved by the County Attorney's Office; and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Location Map
2. Resolution and Attachment 1 for Parcel 6

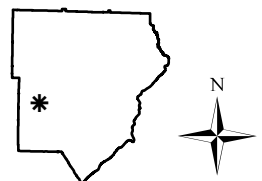
# LOCATION MAP



Department of Transportation

**PROJECT:**  
New Macland Road  
Project No. X2608

DATE: September 10, 2019



Notes: Commission District 4

**APPENDIX “A” TO EXHIBIT “A”**

A RESOLUTION AND ORDER OF THE BOARD OF COMMISSIONERS OF COBB COUNTY, GEORGIA AUTHORIZING CONDEMNATION OF A TRACT OF LAND COMPRISED OF 3,056.29 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT AND 800.00 SQUARE FEET OF DRIVEWAY EASEMENT, BEING PROJECT PARCEL NO. 6, TAX PARCEL NO. 19053400040, 19<sup>th</sup> DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Leonard D. Green, being project parcel no. 6, tax parcel no. 19053400040, 19<sup>th</sup> District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Leonard D. Green, being project parcel no. 6, tax parcel no. 19053400040, 19<sup>th</sup> District, Second Section of Cobb County, Georgia pursuant to Project No. X2608 of the Cobb County Department of Transportation.

BE IT FURTHER RESOLVED AND ORDERED that legal counsel for Cobb County, Georgia is authorized and directed to file such proceedings and the Chairman is authorized to execute this Resolution and Order on behalf of the full Board of Commissioners, a Declaration of Taking, and any other documents necessary to effectuate same.

SO RESOLVED AND ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

COBB COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Michael H. Boyce, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk, Cobb County Board of Commissioners

(SEAL)

# ATTACHMENT 1

<b>PROJECT NAME:</b>	<b>New Macland Road Improvements</b>
<b>PROJECT NUMBER:</b>	<b>X2608</b>
<b>PARCEL NUMBER:</b>	<b>6</b>
<b>PROPERTY OWNER:</b>	<b>Leonard D. Green 2481 New Macland Road Powder Springs, GA 30127</b>
<b>TAX PARCEL I.D. NUMBER :</b>	<b>19053400040</b>
<b>ACQUISITION:</b>	
<b>Temporary Construction Easement:</b>	<b>3,056.29 square feet (0.04% of total tract)</b>
<b>Driveway Easement:</b>	<b>800.00 square feet (0.01% of total tract)</b>
<b>APPROXIMATE REMAINING PROPERTY:</b>	<b>2 Acres</b>
<b>LOCATION OF STRUCTURE:</b>	<b>More than 35 feet</b>
<b>CONTACTS:</b>	
<b>First:</b>	<b>February 5, 2019</b>
<b>Last:</b>	<b>September 4, 2019</b>
<b>ACQUISITION AGENT:</b>	<b>Becky Graham</b>
<b>ZONING:</b>	<b>Residential</b>
<b>HIGHEST &amp; BEST USE:</b>	<b>Residential</b>
<b>MISCELLANEOUS:</b>	<b>Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing.</b>

\*September 10, 2019





## Transportation

Erica Parish, Director

Districts All

Item No. 33.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve the revised budget and current schedule for the 2016 Transportation Improvements Program, funded primarily by the 2016 Special Purpose Local Option Sales Tax.

### **BACKGROUND**

The 2016 Special Purpose Local Option Sales Tax (SPLOST) Transportation Improvements Program (TIP) was adopted by the Board of Commissioners on July 22, 2014, and approved by the voters of Cobb County on November 4, 2014.

On October 27, 1992, the Board approved the Budget Variance Procedure for the TIP. This procedure requires a budget to be established for each project by phase of work required, as follows: Engineering, Right-of-Way, Construction, Utilities, and Miscellaneous. Additionally, expenses within a project cannot be authorized for payment above the approved project budget without Board approval for the transfer of additional budget funds from another source. All budget transfers within the TIP will be accomplished in compliance with these established procedures.

On January 12, 2016, the Board adopted the initial budget for the 2016 SPLOST TIP. On August 8, 2017, and November 13, 2018, the Board approved adjustments to the 2016 SPLOST TIP budget and schedule.

The proposed revised budget for the 2016 SPLOST TIP includes all projects approved at the inception of the program, all previous Board approved/new budget transfers and adjustments to various projects, and will be funded primarily with 2016 SPLOST revenues and interest. Other revenue sources in the proposed budget include the Georgia Department of Transportation, the Cumberland Community Improvement District, the Town Center Community Improvement District, and miscellaneous revenues.

### **IMPACT STATEMENT**

N/A

**FUNDING**

Available in the 2016 SPLOST Transportation Improvements Program Fund, per adjustments shown in the 2016 SPLOST Transportation Improvements Program Budget and Schedule provided under separate cover.

**RECOMMENDATION**

The Board of Commissioners approve the revised budget and current schedule for the 2016 Transportation Improvements Program, funded primarily by the 2016 Special Purpose Local Option Sales Tax (SPLOST); and authorize the corresponding budget transactions, per the 2016 SPLOST Transportation Improvements Program Budget and Schedule provided under separate cover.

**UNDER SEPARATE COVER**

2016 SPLOST Transportation Improvements Program Budget and Schedule

**ATTACHMENTS**

None



## Transportation

Erica Parish, Director

District 2

---

Item No. 34.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve a contract with Massana Construction, Inc., for bridge rehabilitation on Windy Hill Road over Rottenwood Creek, Project No. E4020, CCDOT Contract No. 001478.

### **BACKGROUND**

Windy Hill Road (East), from I-75 to Powers Ferry Road, is an approved thoroughfare improvements project in the 2011 SPLOST Transportation Improvements Program.

On September 23, 2014, the Board of Commissioners approved a contract with CMES, Inc., for thoroughfare improvements on Windy Hill Road (East), Windy Hill Road (West), and Windy Hill Road at Powers Ferry Road, Project Nos. E4020, E4030, and D4230, respectively.

The Georgia Department of Transportation (GDOT) recently conducted an inspection of the Windy Hill Road over Rottenwood Creek bridge, which is located within the project limits of the existing Windy Hill Road (East) project. The County was notified on April 8, 2019, that the GDOT bridge inspection report indicated critical repairs to the bridge were warranted.

The Windy Hill Road over Rottenwood Creek bridge rehabilitation project will address the necessary repairs identified in the GDOT inspection report. The project includes bridge deck patching, replacement of deck joints, pile encasement, installation of polymer overlay, extension of the existing gabion wall, and installation of riprap to the existing bank. Improvements to the bridge over Rottenwood Creek were not included in the original scope of the contract with CMES, Inc.

The Invitation to Bid was advertised in the *Marietta Daily Journal* on June 28, 2019, and on July 5, 12, and 19, 2019. Bids were received on July 25, 2019, from the following companies:

<u>Company</u>	<u>Bid Amount</u>
Massana Construction, Inc.	\$632,453.00
E & D Contracting Services, Inc.	\$731,667.50
Georgia Bridge and Concrete, LLC	\$885,000.00

The low bid of \$632,453.00 from Massana Construction, Inc., was reviewed and found to be reasonable and responsive. The completion date for this project is 90 days from issuance of the Notice to Proceed.

**IMPACT STATEMENT**

N/A

**FUNDING**

Available in the 2011 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:	345-050-E004-E410-8761-E4100-C	Preliminary Estimate	\$632,453.00
Transfer to:	345-050-E004-E402-8762-E4020-C	Turnkey Construction	\$632,453.00

The 2011 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on December 14, 2010, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Thoroughfare Improvements.

Windy Hill Road (East) is an eligible project/program under the Congestion Relief and Mobility Improvements - Thoroughfare Improvements Component of the 2011 SPLOST Transportation Improvements Program (Cobb County 2011 SPLOST, pp. 10, 20). Windy Hill Road (East) improvements include access management and construction of median for safety and operational improvements.

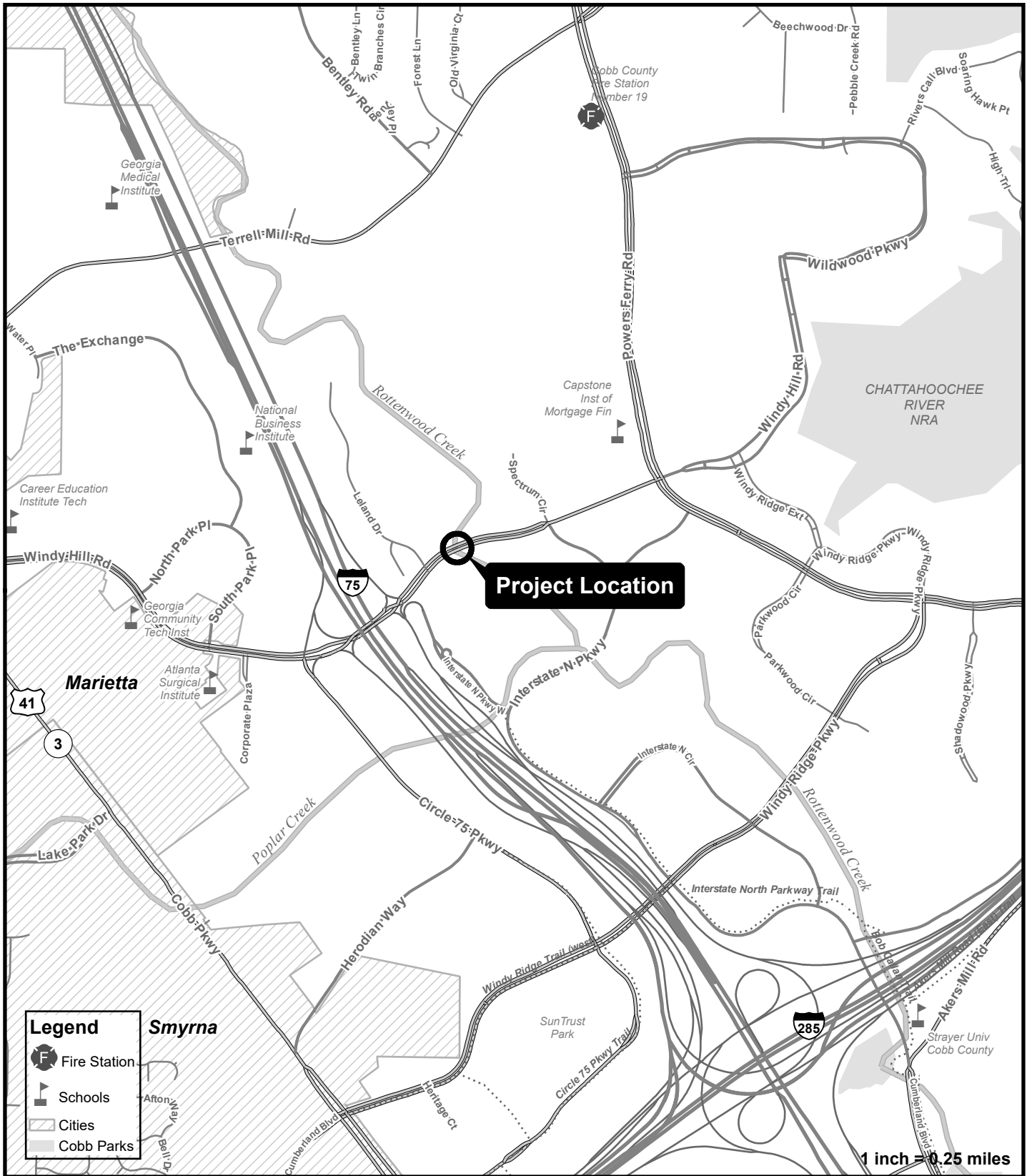
**RECOMMENDATION**

The Board of Commissioners approve a contract with Massana Construction, Inc., in an amount not to exceed \$632,453.00, for bridge rehabilitation on Windy Hill Road over Rottenwood Creek, Project No. E4020, CCDOT Contract No. 001478; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map

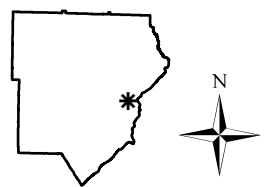
# LOCATION MAP



Department of Transportation

**PROJECT:**  
**Windy Hill Road over Rottenwood Creek**  
**Project No. E4020**

DATE: September 10, 2019



Notes: Commission District 2



## Transportation

Erica Parish, Director

District 2

---

Item No. 35.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve a contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, for Phase 6 demolition of four buildings for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001515.

### **BACKGROUND**

Windy Hill Road/Terrell Mill Road Connector is an approved project in the Thoroughfare and Mobility Improvements Component of the 2016 SPLOST Transportation Improvements Program.

The Windy Hill Road/Terrell Mill Road Connector project is a proposed new thoroughfare between Windy Hill Road and Terrell Mill Road. The project will begin at the intersection of Windy Hill Road and Spectrum Circle, and continue north to the intersection of Terrell Mill Road and Bentley Road. The proposed cross-section will be a four-lane road with a raised center median, to include sidewalk and multi-use trail. The total project is approximately 0.70 miles in length.

Construction of this project requires demolition of buildings at various complexes within the project limits. Included is demolition of four buildings at Arlington Park at Wildwood Apartments. Asbestos testing was conducted, and asbestos was found in any of the buildings. Building Nos. 1976, 1998, 2000, and 2002 will be demolished during this phase of work. The one remaining building within this complex will be demolished at a later date.

On April 9, 2019, the Board of Commissioners approved a contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling (Tucker), in an amount not to exceed \$289,109.50, for asbestos abatement services. Asbestos removal from all buildings at The Woods Condominiums, Turnberry Lane Townhomes, and The Terrell Ridge Condominiums has been completed. Asbestos removal at Forest Ridge Condominiums has been completed by Spectrum Analytical Services, Inc., at a cost of \$650.00.

On May 28, 2019, the Board approved a contract with W.E. Contracting Company, Inc., in an amount not to exceed \$70,800.00, for Phase 1 demolition of six buildings located at The Woods Condominiums for

construction of Windy Hill Road/Terrell Mill Road Connector.

On June 11, 2019, the Board approved a contract with Tucker, in an amount not to exceed \$274,055.00, for Phase 2 demolition of 27 buildings located at Turnberry Lane Townhomes for construction of Windy Hill Road/Terrell Mill Road Connector.

On July 23, 2019, the Board approved a contract with Tucker, in an amount not to exceed \$38,706.25, for Phase 3 demolition of two condominiums located at Forest Ridge Condominiums for construction of Windy Hill Road/Terrell Mill Road Connector.

Also on July 23, 2019, the Board approved a contract with Excellere Construction, LLC, in an amount not to exceed \$178,300.00, for Phase 4 demolition of 12 condominiums located at The Terrell Ridge Condominiums for construction of Windy Hill Road/Terrell Mill Road Connector.

On August 27, 2019 the Board approved a contract with Excellere Construction, LLC, in an amount not to exceed \$244,800.00, for Phase 5 demolition of four buildings located at Arlington Park at Wildwood Apartments for construction of Windy Hill Road/Terrell Mill Road Connector.

The Board approved the 2018 Countywide Unit Price Contracts on February 13, 2018. In an effort to ensure the most competitive pricing possible, current Unit Price Contractors were given the opportunity to offer quotes for Phase 6 demolition services of four buildings at Arlington Park at Wildwood Apartments, reflecting current market conditions.

Quotes were received on August 23, 2019, from the following companies:

<u>Company</u>	<u>Quote Amount</u>
Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling	\$169,577.50
Excellere Construction, LLC	\$173,200.00
W.E. Contracting Company, Inc.	\$221,950.00

The low bid of \$169,577.50 from Tucker was reviewed and found to be reasonable and responsive. The scheduled completion date for this project is 30 consecutive calendar days from issuance of the Notice to Proceed.

**IMPACT STATEMENT**

N/A

**FUNDING**

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

Transfer from:	347-050-X240-X240-8741-X2401-R	Preliminary Estimate	\$169,577.50
Transfer to:	347-050-X240-X240-8751-X2401-R	Structure Removal	\$169,577.50

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

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

**RECOMMENDATION**

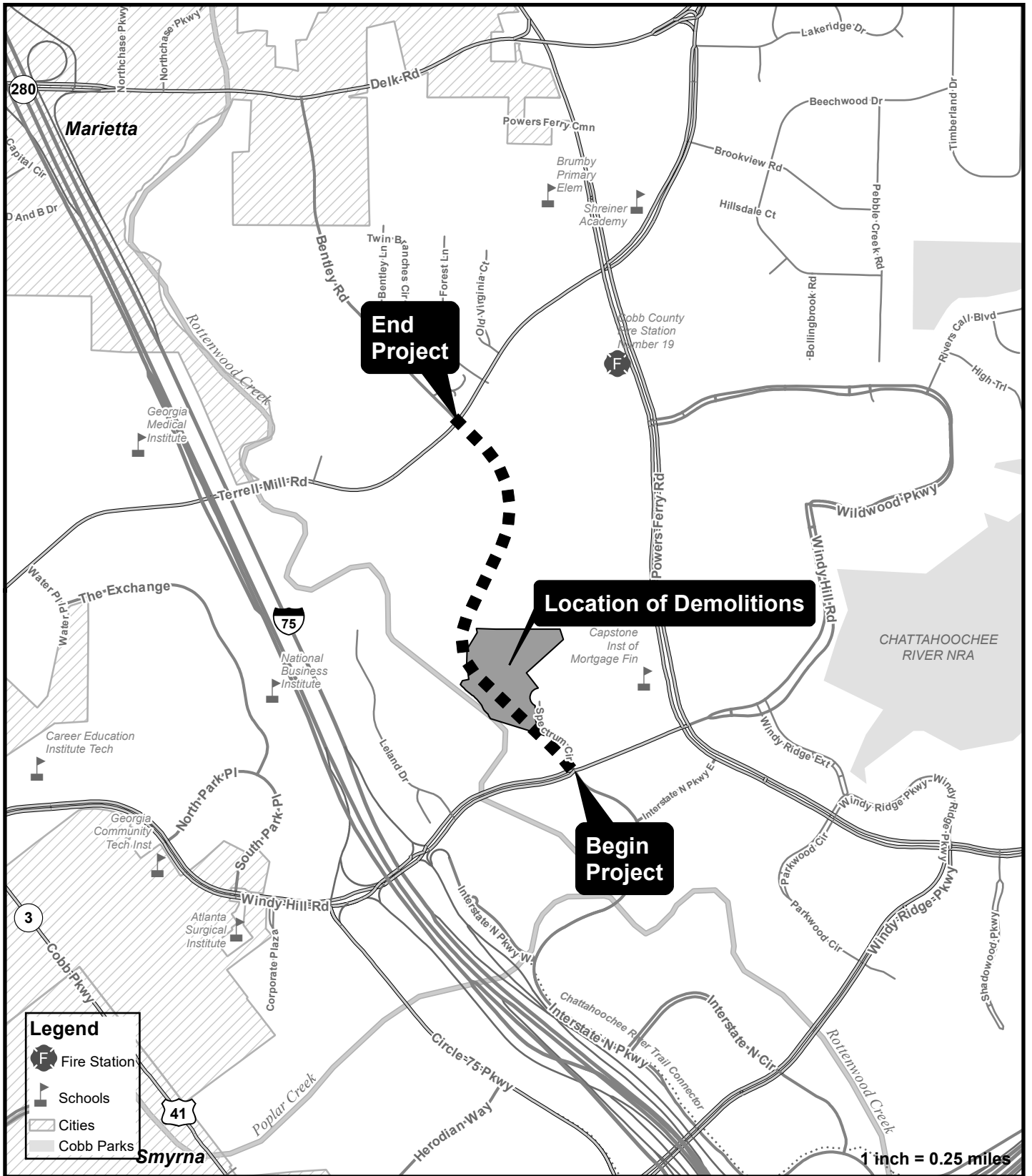
The Board of Commissioners approve a contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, in an amount not to exceed \$169,577.50, for Phase 6 demolition of four buildings located at Arlington Park at Wildwood Apartments for construction of Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001515; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map



# LOCATION MAP



**Legend**

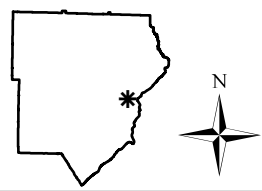
- Fire Station
- Schools
- Cities
- Cobb Parks



Department of Transportation

**PROJECT:**  
 Arlington Park at Wildwood Apartments Demo.  
 Windy Hill Road/Terrell Mill Road Connector  
 Project No. X2401, Phase 6

DATE: September 10, 2019



Notes: Commission District 2



## Transportation

Erica Parish, Director

District 4

Item No. 36.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### PURPOSE

To approve Change Order No. 1 (final) to the contract with Butch Thompson Enterprises, Inc., for drainage system repairs on River View Road, Project No. X2259, CCDOT Contract No. 001481.

### BACKGROUND

Drainage System Improvements is an approved component in the 2016 SPLOST Transportation Improvements Program.

River View Road is classified as a Major Collector on the County's Major Thoroughfare Plan. The existing 36-inch reinforced concrete pipe (RCP) failed, creating a sinkhole at the outlet end which was compromising the integrity of the roadway.

The project scope included replacement of the existing 36-inch RCP, as well as installation of a new headwall.

On July 9, 2019, the Board of Commissioners ratified previous action by the County Manager authorizing emergency repairs on River View Road, in response to a sinkhole in the roadway. The Board also approved Project No. X2259 to the 2018 Countywide Unit Price Contract with Butch Thompson Enterprises, Inc., (BTE) the lowest responsive unit price contractor, for the emergency repairs.

### **Details for action requested are follows:**

Construction is complete and Change Order No. 1 (final) to the contract with BTE, a savings to the project in the amount of \$26,335.97, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with BTE.

Original Contract	\$81,553.25
<b>Change Order No. 1</b>	<b><u>(\$26,335.97)</u></b>
<b>Revised Contract</b>	<b>\$55,217.28</b>

**IMPACT STATEMENT**

N/A

**FUNDING**

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34707091927:	347-050-X220-X220-8762-X2259-C	Turnkey Construction	\$26,335.97
Transfer from:	347-050-X220-X220-8762-X2259-C	Turnkey Construction	\$26,335.97
Transfer to:	347-050-X220-X220-8761-X2259-C	Preliminary Estimate	\$26,335.97

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

River View Road is an eligible project/program under the Infrastructure Preservation - Drainage System Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 9). Drainage System Improvements include repair and replacement of roadway drainage systems throughout the County.

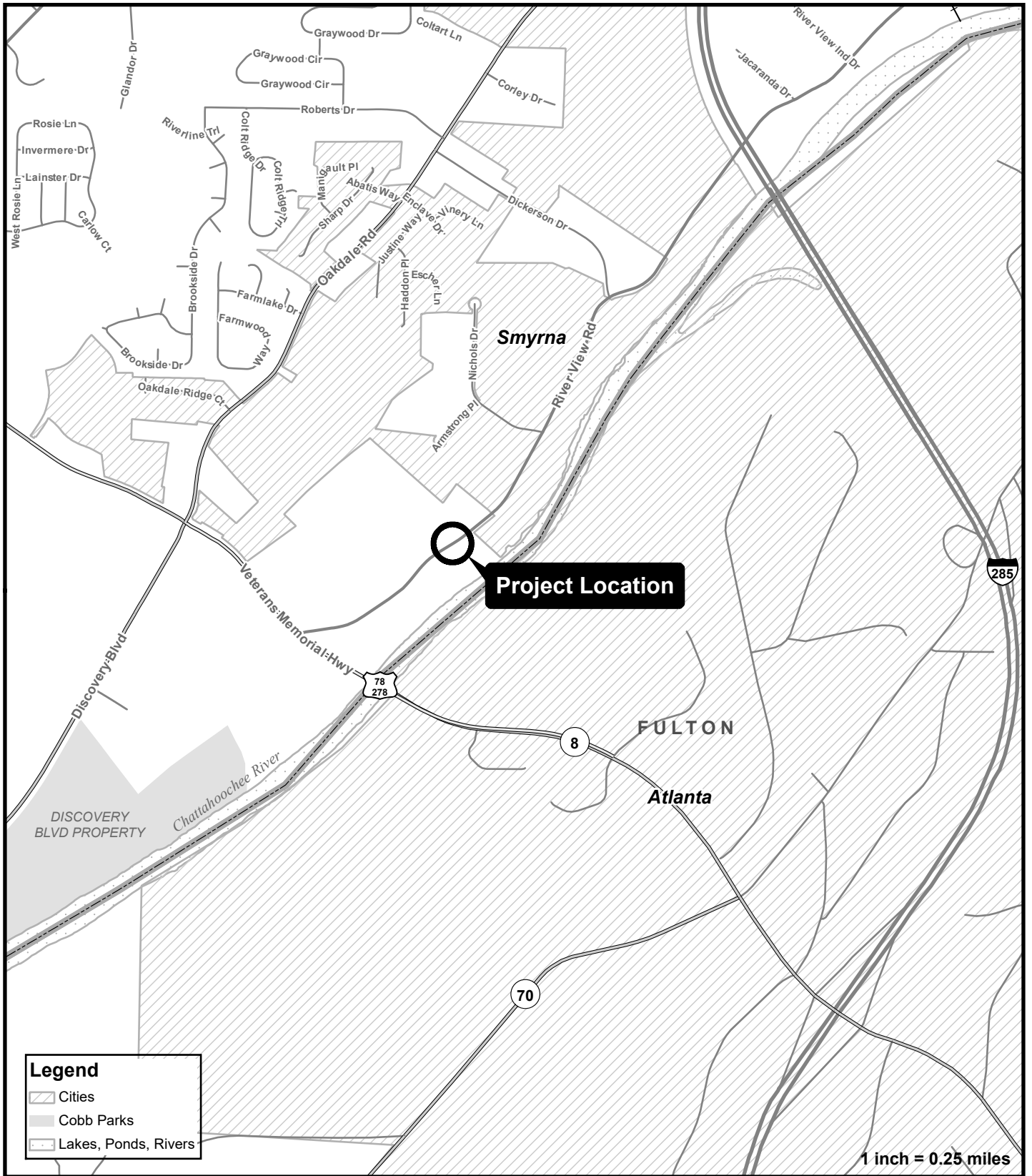
**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 (final) to the contract with Butch Thompson Enterprises, Inc., a savings to the project in the amount of \$26,335.97, for drainage system repairs on River View Road, Project No. X2259, CCDOT Contract No. 001481; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map

# LOCATION MAP



**Legend**

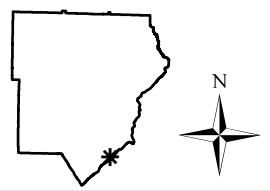
- Cities
- Cobb Parks
- Lakes, Ponds, Rivers



**Department of Transportation**

**PROJECT:**  
**River View Road Emergency Drainage Repair**  
**Project No. X2259**

**DATE:** September 10, 2019



Notes: Commission District 4



*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Erica Parish, Director  
**DATE:** September 10, 2019

**PURPOSE**

To approve Change Order No. 1 (final) to the contract with Excellere Construction, LLC for sidewalk repairs on Pair Road, Project No. X2773, CCDOT Contract No. 001444.

**BACKGROUND**

Sidewalks is an approved component in the 2016 SPLOST Transportation Improvements Program.

Pair Road Sidewalk consisted of constructing sidewalk to fill in existing gaps on Pair Road, from Milford Chase to the property located at 1436 Pair Road.

On May 14, 2019, the Board of Commissioners approved a contract with Excellere Construction, LLC (Excellere) for Pair Road Sidewalk.

**Details for action requested are as follows:**

Construction is complete and Change Order No. 1 (final) to the contract with Excellere, a savings to the project in the amount of \$9,281.93, is requested due to variations between the original and final quantities. The project savings will be retained in the Sidewalk Component of the 2016 SPLOST TIP Fund. These are the final changes necessary to close this contract with Excellere.

Original Contract	\$98,000.00
<b>Change Order No. 1</b>	<b><u>(\$ 9,281.93)</u></b>
<b>Revised Contract</b>	<b>\$88,718.07</b>

**IMPACT STATEMENT**

N/A

**FUNDING**

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34705141942:	347-050-X270-X270-8762-X2773-C	Turnkey Construction	\$9,281.93
Transfer from:	347-050-X270-X270-8762-X2773-C	Turnkey Construction	\$9,281.93
Transfer to:	347-050-X270-X270-8761-X2773-C	Preliminary Estimate	\$9,281.93

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

Pair Road Sidewalk is an eligible project/program under the Pedestrian Improvements – Sidewalks Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 14). Pedestrian Improvements within Commission District 4 include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity centers, multi modal facilities (transit stops/shelters, etc.), and other congested areas, to include pedestrian bridges where needed.

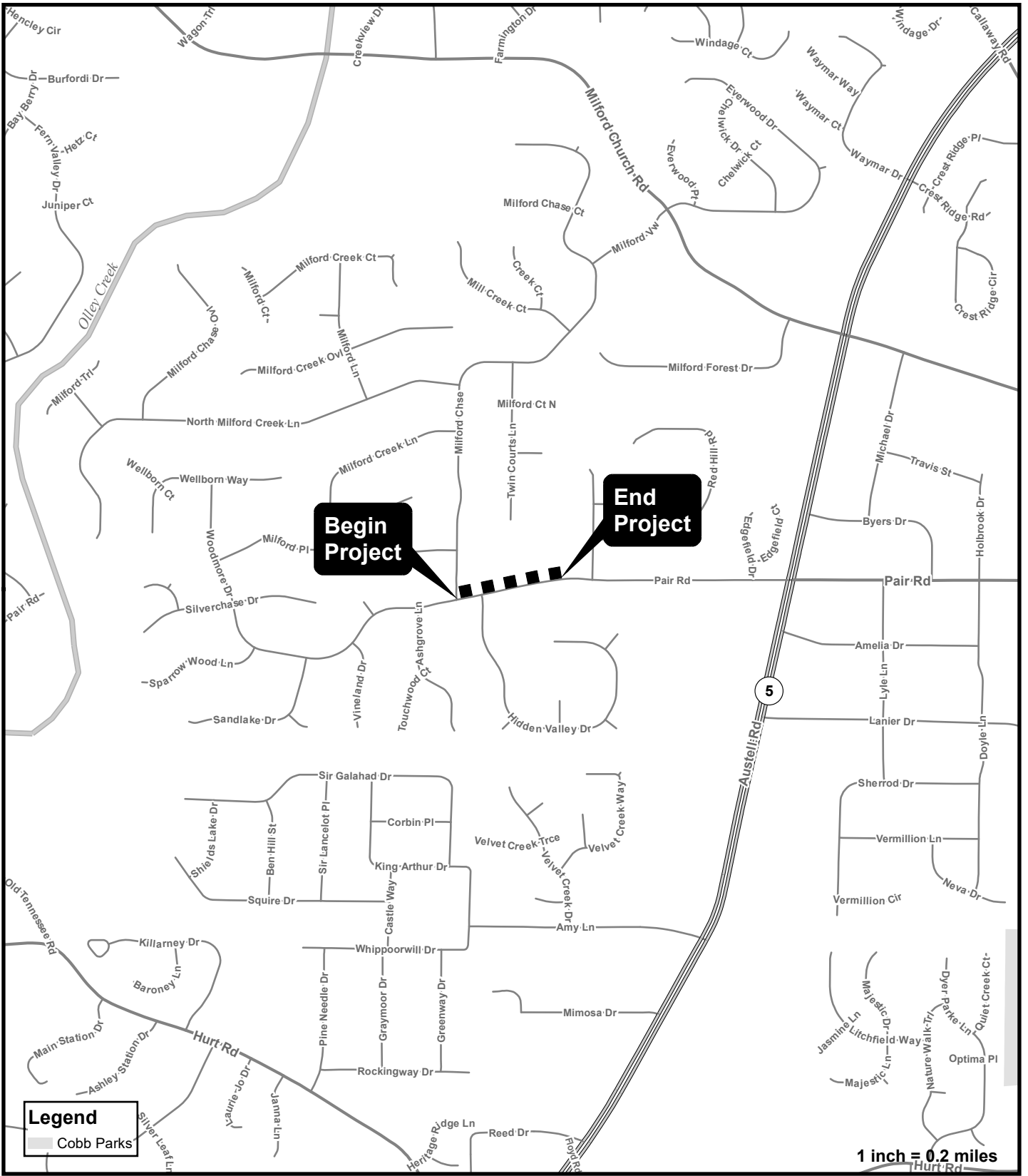
**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 (final) to the contract with Excellere Construction, LLC, a savings to the project in the amount of \$9,281.93, for sidewalk repairs on Pair Road, Project No. X2773, CCDOT Contract No. 001444; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map

# LOCATION MAP



**Legend**  
 [Shaded Box] Cobb Parks

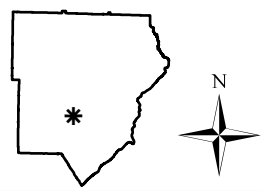
1 inch = 0.2 miles



Department of Transportation

**PROJECT:**  
 Pair Road Sidewalk  
 Project No. X2773

DATE: September 10, 2019



Notes: Commission District 4



## Transportation

Erica Parish, Director

District 2, 3

Item No. 38.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### PURPOSE

To approve Change Order No. 1 (final) to the contract with Massana Construction, Inc., for Cumberland Areawide Interstate Signs, State P.I. No. 0014976, Cobb County Project No. X2508, CCDOT Contract No. 001013.

### BACKGROUND

Cumberland Areawide Interstate Signs is an approved project in the Traffic Management, Traffic Signal Timing, and Planning Component of the 2016 SPLOST Transportation Improvements Program, and is designated as State P.I. No. 0014976.

The scope of this project included provision and installation of overhead directional guide signs along I-285 and I-75 that direct drivers to the SunTrust Park area.

On August 9, 2016, the Board of Commissioners approved a Construction Agreement with the Georgia Department of Transportation, in an amount not to exceed \$1,574,849.00, for Cumberland Areawide Interstate Signs.

Also on August 9, 2016, the Board approved a contract with Massana Construction, Inc., (Massana) for Cumberland Areawide Interstate Signs.

### **Details for action requested are as follows:**

Installation is complete and Change Order No. 1 (final) to the contract with Massana, a savings to the project in the amount of \$191,297.68, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Massana.

Original Contract	\$1,574,849.00
<b>Change Order No. 1 (final)</b>	<b><u>(\$ 191,297.68)</u></b>
<b>Revised Contract</b>	<b>\$1,383,551.32</b>



**IMPACT STATEMENT**

N/A

**FUNDING**

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 347080916409: 347-050-X250-X250-8772-X2508-C Constr. - Signing \$191,297.68

Decrease appropriation of funding to the 2016 SPLOST Transportation Improvements Program Fund from the Georgia Department of Transportation, as follows:

Decrease Revenue:	347-050-X250-X250-4466-X2508-C	GDOT Revenue	\$191,297.68
Decrease Expenditure:	347-050-X250-X250-8772-X2508-C	Constr. - Signing	\$191,297.68

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

Cumberland Areawide Interstate Signs is an eligible project/program under the Congestion Relief and Mobility Improvements - Traffic Management, Traffic Signals, and Planning Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 23). Incident Management improvements include the expanded coverage and upgrade of CCTV cameras and dynamic message boards and enhanced wayfinding signage.

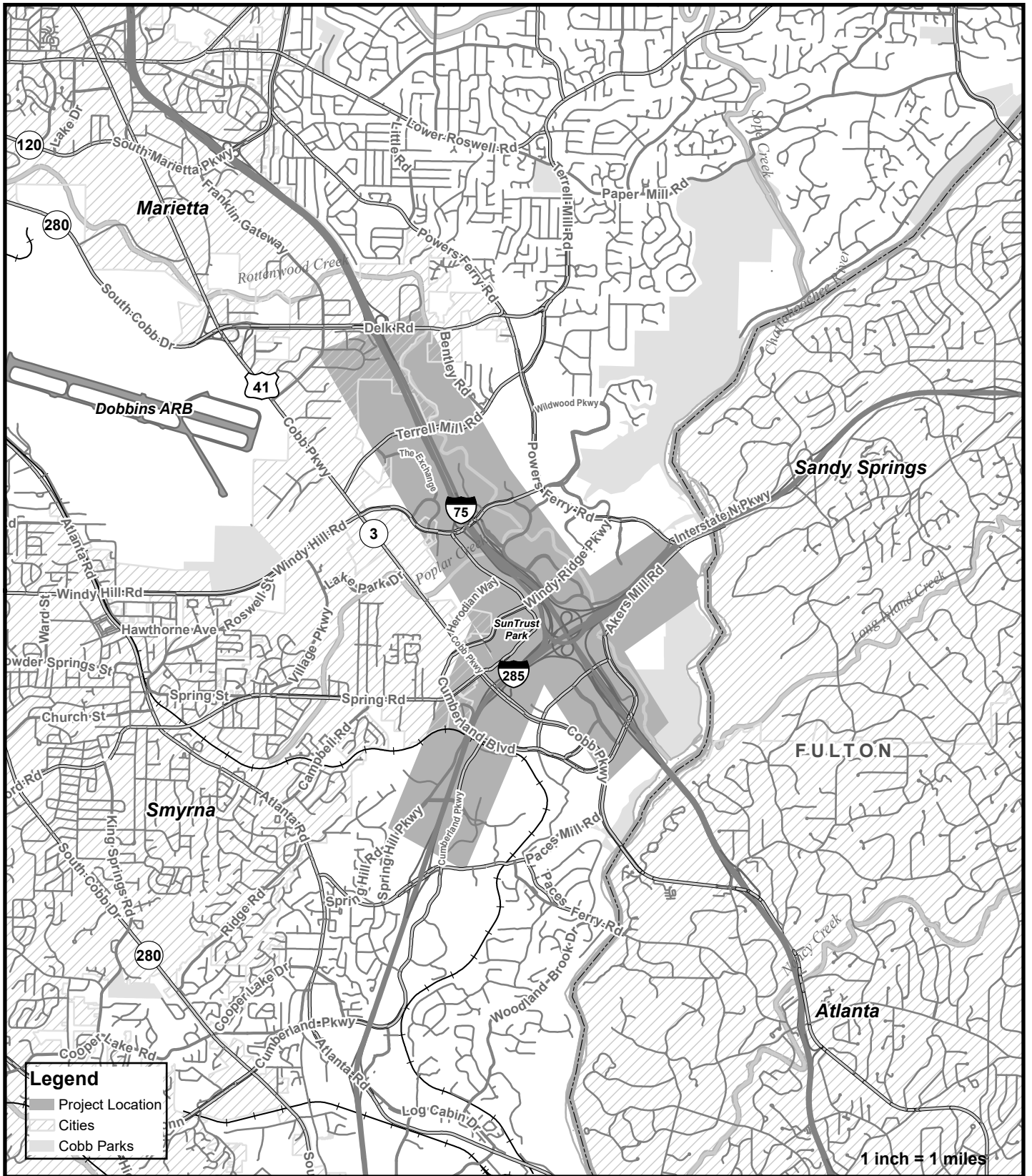
**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 1 (final) to the contract with Massana Construction, Inc., a savings to the project in the amount of \$191,297.68, for Cumberland Areawide Interstate Signs, State P.I. No. 0014976, Cobb County Project No. X2508, CCDOT Contract No. 001013; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map

# LOCATION MAP



**Legend**

- Project Location
- Cities
- Cobb Parks

1 inch = 1 miles



Department of Transportation

**PROJECT:**  
**Cumberland Areawide Interstate Signs**  
**Project No. X2508**

DATE: September 10, 2019



Notes: Commission Districts 2, 3



## Transportation

Erica Parish, Director

District 1

Item No. 39.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve Change Order No. 2 (final) to the contract with Baldwin Paving Company, Inc., for thoroughfare improvements on Cedarcrest Road, State P.I. No. 0007529, Cobb County Project No. D4070, CCDOT Contract No. 000681.

### **BACKGROUND**

Cedarcrest Road, from the Cobb County/Paulding County line east to Governor's Towne Club Drive, is an approved thoroughfare improvements project in the 2005 SPLOST Transportation Improvements Program. This project is also an approved project in the Atlanta Regional Commission (ARC) Plan 2040 Regional Transportation Plan, and is designated as State Project No. CSHPP-0007-00(529), P.I. No. 0007529, ARC Project No. CO-344A.

The project consisted of widening the existing two-lane roadway to a four-lane divided highway with raised median.

On August 25, 2015, the Board of Commissioners approved a Construction Agreement with the Georgia Department of Transportation (GDOT) for Cedarcrest Road. Under the terms of the agreement, the State agreed to fund 80 percent of eligible construction costs, up to a maximum amount of \$3,115,452.78. The County was responsible for funding of 20 percent of eligible construction costs, up to \$778,863.19, and 100 percent of any construction costs exceeding the State's maximum.

Also on August 25, 2015, the Board approved a contract with Baldwin Paving Company, Inc. (Baldwin), for thoroughfare improvements on Cedarcrest Road.

On May 22, 2018, the Board approved Change Order No. 1 to the contract with Baldwin, a no-cost time extension through July 30, 2018, for thoroughfare improvements on Cedarcrest Road.

**Details for action requested are as follows:**

Construction is complete and Change Order No. 2 (final) to the contract with Baldwin, a savings to the project in the amount of \$261,238.90, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Baldwin.

Original Contract	\$3,894,315.97
Change Order No. 1	\$ 0.00
<b>Change Order No. 2 (final)</b>	<b><u>(\$ 261,238.90)</u></b>
<b>Revised Contract</b>	<b>\$3,633,077.07</b>

**IMPACT STATEMENT**

N/A

**FUNDING**

A savings to the 2005 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 340082515122:	340-050-7504-D407-8762-D4070-C	Turnkey Construction	\$161,867.04
Transfer from:	340-050-7504-D407-8762-D4070-C	Turnkey Construction	\$161,867.04
Transfer to:	340-050-7504-D407-8761-D4070-C	Preliminary Estimates	\$161,867.04

The 2005 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on June 14, 2005, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Thoroughfare Improvements.

Cedarcrest Road is an eligible project/program under the Congestion Relief and Mobility Improvements – Thoroughfare Improvements Component of the 2005 SPLOST Transportation Improvements (Cobb County 2005 SPLOST, pp. 1, 8). Cedarcrest Road improvements include widening to a four-lane divided roadway.

A savings to the Water System DOT Projects – Relocate Lines Adopted CIP Budget, with the following budget transfers:

Decrease GAE 510082515122:			
Construction	510-500-5756-8260	W4341-C	\$ 99,371.86
Transfer from:	Cedarcrest Road		
Construction	510-500-5756-8260	W4341-C	\$ 99,371.86
Interest on Retainage	510-500-5756-6613	W4341-A	\$ 2,045.00
Materials and Supplies	510-500-5756-8456	W4341-M	\$ 500.00
Contingency	510-500-5756-8810	W4341-T	<u>\$ 8,200.00</u>
Total:			\$110,116.86

Transfer to:	DOT Projects – Relocate Lines		
Preliminary Estimates	510-500-5756-8005	W4069-Z	\$110,116.86

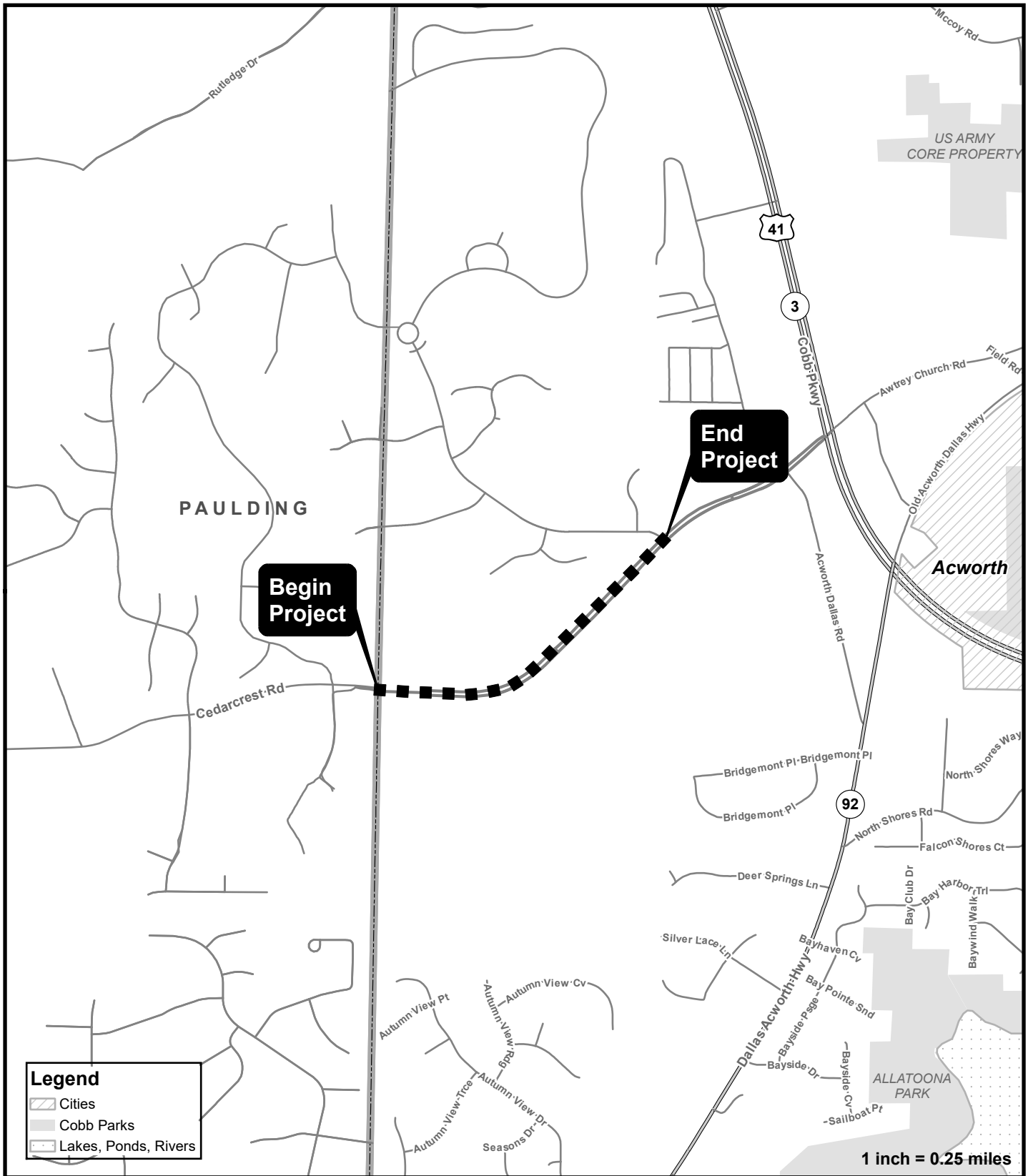
**RECOMMENDATION**

The Board of Commissioners approve Change Order No. 2 (final) to the contract with Baldwin Paving Company, Inc., a savings to the project in the amount of \$261,238.90, for thoroughfare improvements on Cedarcrest Road, State P.I. No. 0007529, Cobb County Project No. D4070, CCDOT Contract No. 000681; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map

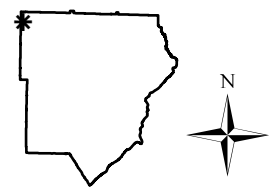
# LOCATION MAP



Department of Transportation

**PROJECT:**  
**Cedarcrest Road**  
**Project No. D4070**

**DATE:** September 10, 2019



Notes: Commission District 1



**Transportation**  
Erica Parish, Director  
District 2

**Item No. 40.**

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Erica Parish, Director  
**DATE:** September 10, 2019

**PURPOSE**

To approve Change Order No. 2 (final) to the contract with Excellere Construction, LLC for Wesley Chapel Road Sidewalk, Project No. E7260, CCDOT Contract No. 001184.

**BACKGROUND**

Wesley Chapel Road Sidewalk is an approved project in the Sidewalks Component of the 2011 SPLOST Transportation Improvements Program.

The project consisted of constructing sidewalk on the east side of Wesley Chapel Road, from Spring Mill Drive to Sandy Plains Road, to provide sidewalk access between Garrison Mill Elementary School, area subdivisions, and Mabry Park.

On October 24, 2017, the Board of Commissioners approved a contract with Excellere Construction, LLC, (Excellere) for Wesley Chapel Road Sidewalk.

On November 13, 2018, the Board approved Change Order No. 1 to the contract with Excellere, a no-cost time extension through December 4, 2018, for Wesley Chapel Road Sidewalk.

**Details for action requested are as follows:**

Construction is complete and Change Order No. 2 (final) to the contract with Excellere, a savings to the project in the amount of \$31,171.17, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Excellere.

Original Contract	\$738,000.00
Change Order No. 1	\$ 0.00
<b>Change Order No. 2 (final)</b>	<b><u>(\$ 31,171.17)</u></b>
<b>Revised Contract</b>	<b>\$706,828.83</b>

**IMPACT STATEMENT**

N/A

**FUNDING**

A savings to the 2011 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 345102417802:	345-050-E007-E726-8762-E7260-C	Turnkey Construction	\$31,171.17
Transfer from:	345-050-E007-E726-8762-E7260-C	Turnkey Construction	\$31,171.17
Transfer to:	345-050-E007-E726-8761-E7260-C	Preliminary Estimates	\$31,171.17

The 2011 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on December 14, 2010, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Sidewalks.

Wesley Chapel Road Sidewalk is an eligible project/program under the Pedestrian Improvements - Sidewalks Component of the 2011 SPLOST Transportation Improvements (Cobb County 2011 SPLOST, pp. 10, 16). School Related Sidewalks/Safe Routes to School improvements include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools.

**RECOMMENDATION**

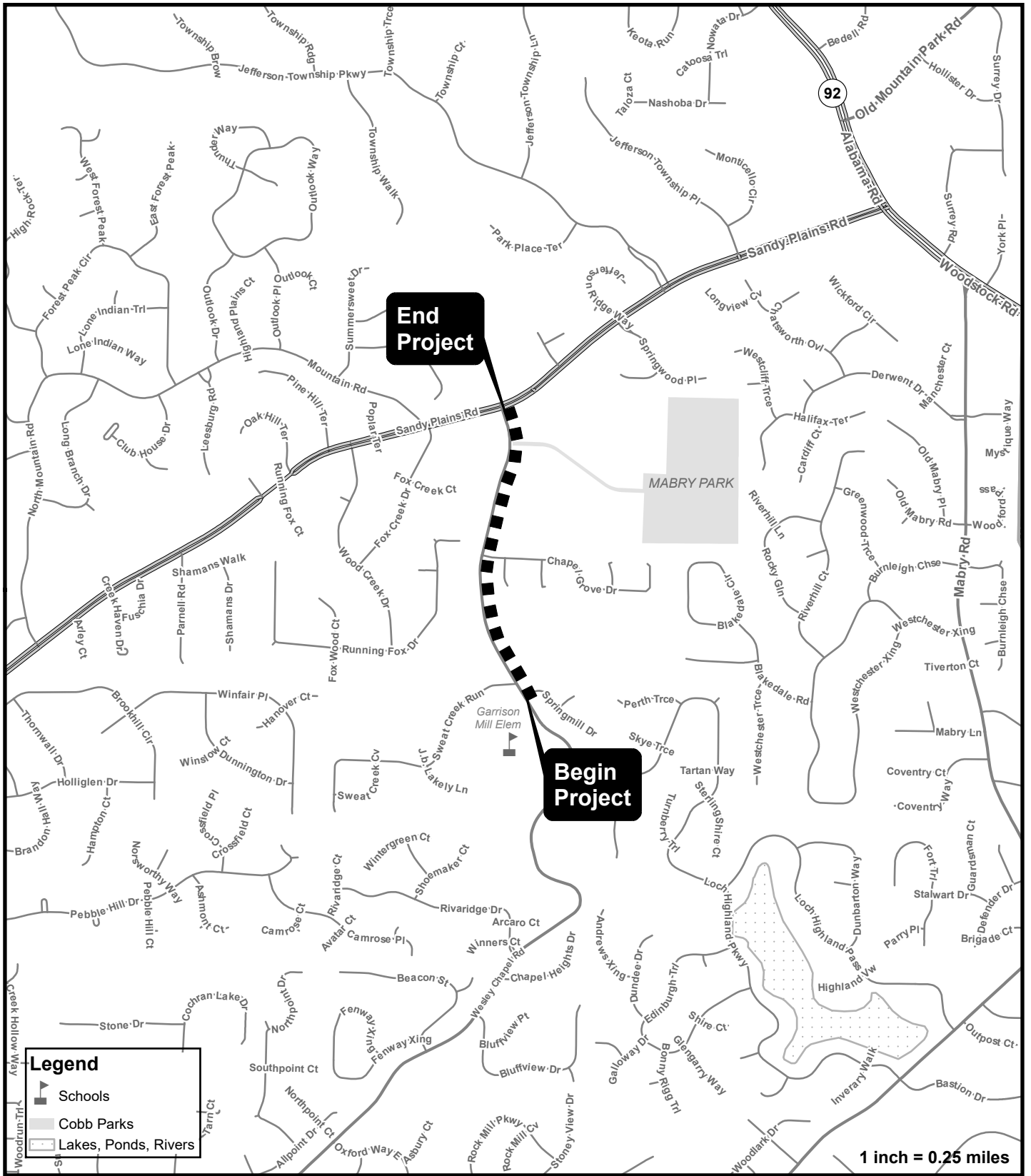
The Board of Commissioners approve Change Order No. 2 (final) to the contract with Excellere Construction, LLC, a savings to the project in the amount of \$31,171.17, for Wesley Chapel Road Sidewalk, Project No. E7260, CCDOT Contract No. 001184; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Location Map



# LOCATION MAP



**Legend**

- Schools
- Cobb Parks
- Lakes, Ponds, Rivers

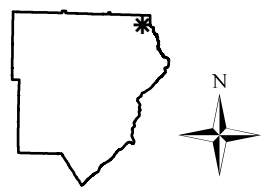
1 inch = 0.25 miles



Department of Transportation

**PROJECT:**  
**Wesley Chapel Road Sidewalk**  
**Project No. E7260**

**DATE:** September 10, 2019



Notes: Commission District 2



## Transportation

Erica Parish, Director

District 1

Item No. 41.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve Change Order No. 2 (final) to the contract with Baldwin Paving Company, Inc., for school zone improvements on John Ward Road at Irwin Road (Cheatham Hill Elementary School), Project No. X2802, CCDOT Contract No. 001201.

### **BACKGROUND**

John Ward Road at Irwin Road (Cheatham Hill Elementary School) is an approved project in the School Zone Improvements Component of the 2016 SPLOST Transportation Improvements Program.

This project consisted of constructing a roundabout at the intersection of John Ward Road and Irwin Road. Also included in the project was the addition of a left turn lane on John Ward Road into the Cheatham Hill Elementary School main entrance driveway, as well as the addition of sidewalk within the project limits.

On October 24, 2017, the Board of Commissioners approved a contract with Baldwin Paving Company, Inc., (Baldwin) for school zone improvements on John Ward Road at Irwin Road (Cheatham Hill Elementary School).

On October 9, 2018, the Board approved Change Order No. 1 to the contract with Baldwin, a no-cost time extension through November 17, 2018, for school zone improvements on John Ward Road at Irwin Road (Cheatham Hill Elementary School).

### **Details for action requested are as follows:**

Construction is complete and Change Order No. 2 (final) to the contract with Baldwin, a savings to the project in the amount of \$55,794.85, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Baldwin.

Original Contract	\$1,487,767.57
Change Order No. 1	\$ 0.00
<b>Change Order No. 2 (final)</b>	<b><u>(\$ 55,794.85)</u></b>
<b>Revised Contract</b>	<b>\$1,431,972.72</b>

**IMPACT STATEMENT**

N/A

**FUNDING**

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 347102417804:	347-050-X280-X280-8762-X2802-C Turnkey Construction	\$48,750.49
Transfer from:	347-050-X280-X280-8762-X2802-C Turnkey Construction	\$48,750.49
Transfer to:	347-050-X280-X280-8761-X2802-C Preliminary Estimates	\$48,750.49

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

John Ward Road at Irwin Road (Cheatham Hill Elementary School) is an eligible project/program under the Safety and Operational Improvements – School Zone Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 20). John Ward Road at Irwin Road (Cheatham Hill Elementary School) improvements include construction of a roundabout to replace the existing three-legged intersection.

A savings to the Water System DOT Projects – Relocate Lines Adopted CIP Budget, with the following budget transfers:

Decrease GAE 510102417804:

Construction	510-500-5756-8260	W4370-C	\$7,044.36
Transfer from:	John Ward Road/Irwin Road Water Main Replacement		
Construction	510-500-5756-8260	W4370-C	\$ 7,044.36
Interest on Retainage	510-500-5756-6613	W4370-A	\$ 133.65
Materials and Supplies	510-500-5756-8265	W4370-M	\$ 5,000.00
Contingency	510-500-5756-8810	W4370-T	<u>\$ 3,760.00</u>
Total:			\$15,938.01
Transfer to:	DOT Projects – Relocate Lines		
Preliminary Estimates	510-500-5756-8005	W4069-Z	\$15,938.01

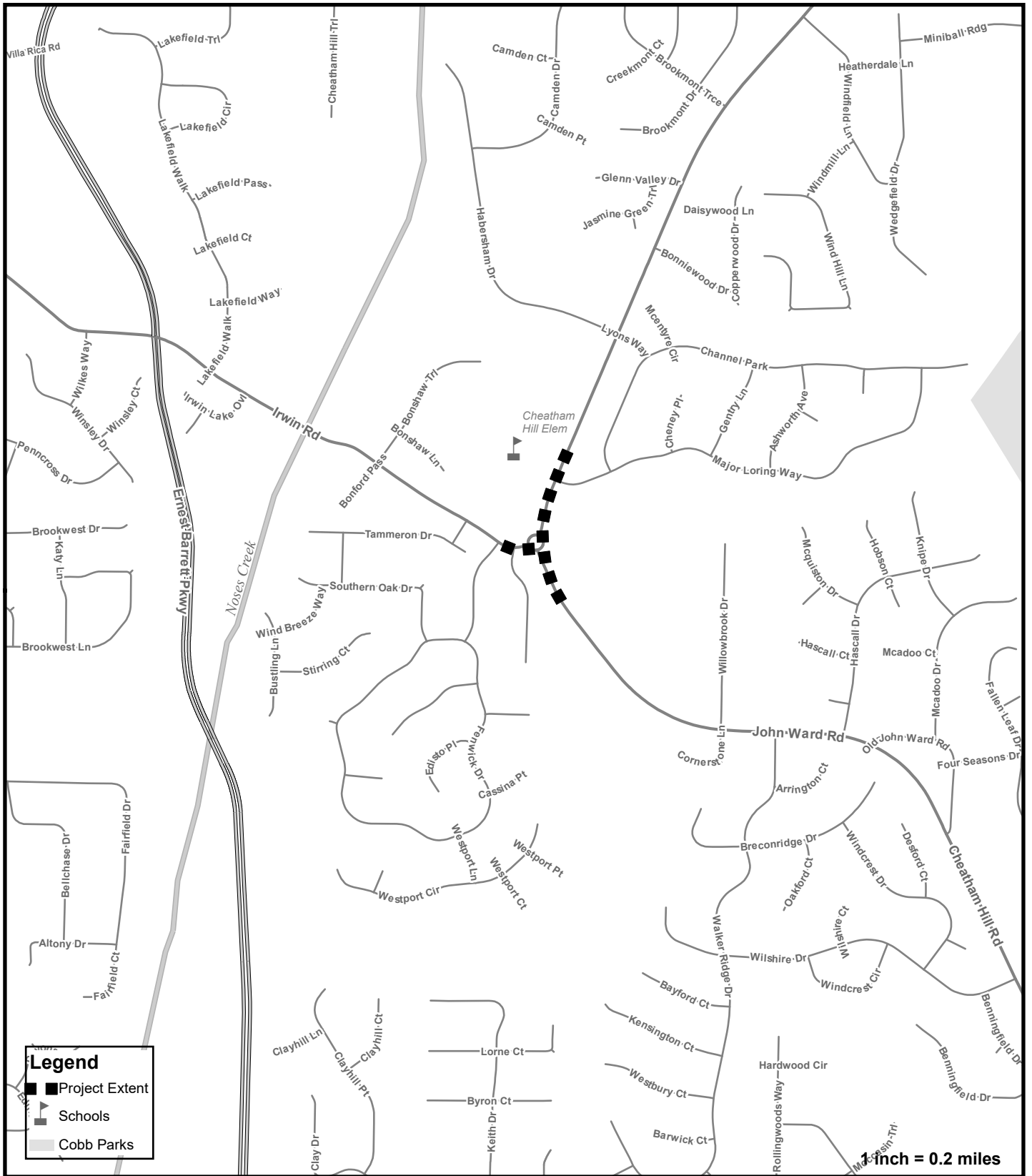
## **RECOMMENDATION**

The Board of Commissioners approve Change Order No. 2 (final) to the contract with Baldwin Paving Company, Inc., a savings to the project in the amount of \$55,794.85, for school zone improvements on John Ward Road at Irwin Road (Cheatham Hill Elementary School), Project No. X2802, CCDOT Contract No. 001201; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Location Map

# LOCATION MAP



Department of Transportation

**PROJECT:**  
**John Ward Road at Irwin Road**  
**(Cheatham Hill Elementary School)**  
**Project No. X2802**

DATE: September 10, 2019



Notes: Commission District 1



## Transportation

Erica Parish, Director

District 2

---

Item No. 42.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve Change Order No. 2 (final) to the contract with Brasfield & Gorrie, LLC for construction of Windy Ridge Parkway Bridge Pedestrian Improvements, State P.I. No. 0013963, Cobb County Project Nos. E7520/X2405, CCDOT Contract No. 000944.

### **BACKGROUND**

Windy Ridge Parkway Bridge Pedestrian Improvements is an approved pedestrian improvement project in the 2011 SPLOST Transportation Improvements Program (TIP). It is also an approved thoroughfare and mobility improvement project in the 2016 SPLOST TIP.

Windy Ridge Parkway Bridge Pedestrian Improvements consisted of widening the existing Windy Ridge Parkway Bridge over the I-75 and I-285 ramps to provide enhanced pedestrian accommodations and greenway space.

On April 12, 2016, the Board of Commissioners approved a contract with Brasfield & Gorrie, LLC (Brasfield) for construction of pedestrian improvements on Windy Ridge Parkway Bridge Pedestrian Improvements.

On May 10, 2016, the Board approved a Construction Agreement with the Georgia Department of Transportation (GDOT), in the amount of \$7,750,000.00, for construction of Windy Ridge Parkway Bridge Pedestrian Improvements.

On August 9, 2016, the Board approved a revised Construction Agreement with GDOT for construction of Windy Ridge Parkway Bridge Pedestrian Improvements. The revision provided increased funding in the amount of \$1,250,000.00, for a total revised amount not to exceed \$9,000,000.00 for this project.

On June 13, 2017, the Board approved Supplemental Agreement No. 1 and Change Order No. 1 to the contract with Brasfield for revisions to the western end of the project to accommodate the Battery Atlanta Pedestrian Bridges over Circle 75 Parkway and Windy Ridge Parkway.

On May 22, 2018, the Board approved Supplemental Agreement No. 2 to the contract with Brasfield for additional pedestrian safety modifications to include extension of the pedestrian barrier wall. The Board also approved a contract time extension through September 30, 2018, to allow for completion of the additional work.

**Details for action requested are as follows:**

Construction is complete and Change Order No. 2 (final) to the contract with Brasfield, a savings to the project in the amount of \$13,239.66, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Brasfield.

Original Contract	\$11,368,902.02
Supplemental Agreement No. 1	\$ 983,979.16
Change Order No. 1	(\$ 687,618.44)
Supplemental Agreement No. 2	\$ 225,000.00
<b>Change Order No. 2 (final)</b>	<b><u>(\$ 13,239.66)</u></b>
<b>Revised Contract</b>	<b>\$11,877,023.08</b>

**IMPACT STATEMENT**

N/A

**FUNDING**

A savings to the 2016 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Decrease GAE 347041216601:	347-050-X240-X240-8762-X2405-C	Turnkey Construction	\$13,239.66
Transfer from:	347-050-X240-X240-8762-X2405-C	Turnkey Construction	\$13,239.66
Transfer to:	347-050-X240-X240-8761-X2405-C	Preliminary Estimates	\$13,239.66

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

Windy Ridge Parkway Bridge Pedestrian Improvements is an eligible project/program under the Congestion Relief and Mobility Improvements – Thoroughfare and Mobility Improvements Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 21). Local Match for Future Federal/State/Other Funding includes required local match for projects that improve County thoroughfares to reduce congestion and commute times, and improve safety, for which federal/state grants and other funding sources become available.

## **RECOMMENDATION**

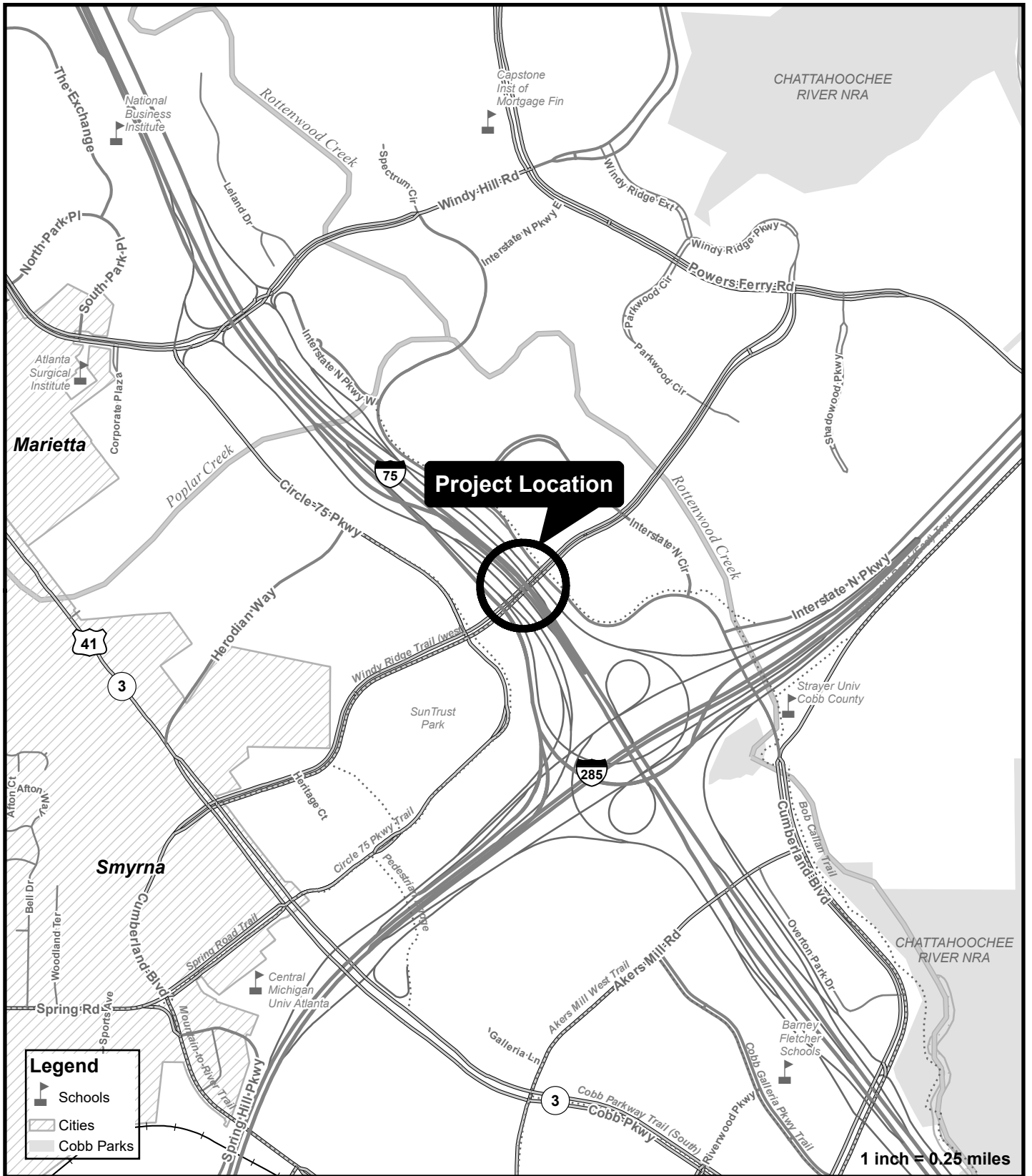
The Board of Commissioners approve Change Order No. 2 (final) to the contract with Brasfield & Gorrie, LLC, a savings to the project in the amount of \$13,239.66, for construction of Windy Ridge Parkway Bridge Pedestrian Improvements, State P.I. No. 0013963, Cobb County Project Nos. E7520/X2405, CCDOT Contract No. 000944; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

1. Location Map



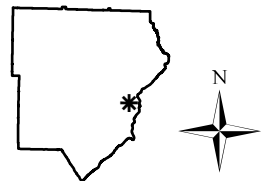
# LOCATION MAP



Department of Transportation

**PROJECT:**  
**Windy Ridge Parkway Bridge**  
**Pedestrian Improvements**  
**Project Nos. E7520/X2405**

DATE: September 10, 2019



Notes: Commission District 2



# Transportation

Erica Parish, Director

Districts All

Item No. 43.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### PURPOSE

To approve final close-out of various contracts for completed projects in the 2005, 2011, and 2016 SPLOST Transportation Improvements Program Funds, and the Capital Projects Fund.

### BACKGROUND

The Department has recently reconciled all open encumbrances with the County’s financial system, and has identified various open General Accounting Encumbrances (GAEs) relating to design contracts and utility relocation agreements which can be closed. All open GAEs identified relate to contracts in which construction has been completed for associated projects in the 2005, 2011, and 2016 SPLOST Transportation Improvements Program Funds, and the Capital Projects Fund.

In an effort to streamline close-out of these contracts and associated project savings, the Department recommends approval of required budget and accounting adjustments to close open GAEs associated with identified projects where construction has been completed, and where no further financial obligations for design activities or utility relocations are needed.

### IMPACT STATEMENT

N/A

### FUNDING

A savings to the 2005, 2011, and 2016 SPLOST Transportation Improvements Program Funds, and the Capital Projects Fund, as follows, and as detailed on the attached list of budget and accounting transactions required:

Decrease GAEs:	340-050-Various Units/Subunits/Projects	2005 SPLOST TIP Fund	\$556,910.20
	345-050-Various Units/Subunits/Projects	2011 SPLOST TIP Fund	\$ 65,386.60
	347-050-Various Units/Subunits/Projects	2016 SPLOST TIP Fund	\$130,452.30
	380-050-Various Units/Subunits/Projects	Capital Projects Fund	<u>\$ 33,592.37</u>
Total:			\$786,341.47

## **RECOMMENDATION**

The Board of Commissioners approve final close-out of various contracts, a total savings to various projects in the amount of \$786,341.47, for completed projects in the 2005, 2011, and 2016 SPLOST Transportation Improvements Program Funds, and the Capital Projects Fund; and authorize the corresponding budget and accounting transactions.

## **ATTACHMENTS**

1. Final Close-Out of General Accounting Encumbrances

**Final Close-Out of General Accounting Encumbrances - September 10, 2019**  
**List of Accounting and Budget Transactions Required**

<b>FUND 340 - 2005 SPLOST TIP Fund General Accounting Encumbrances (GAEs)</b>								
<u>Project No.</u>	<u>Project</u>	<u>Company</u>	<u>CCDOT Contract No.</u>	<u>Amount</u>	<u>Decrease GAE</u>		<u>Transfer from:</u>	<u>Transfer to:</u>
D4100	I-285/Atlanta Road	Atkins North America, Inc.	000045	\$ 22,501.99	340081407419:	340-050-7504-D410-8722-D4100-E	340-050-7504-D410-8722-D4100-E	340-050-7504-D410-8721-D4100-E
D5070	TO1 - Traffic Signal Timing	URS Corp	000808	\$ 109.40	340120914511:	340-050-7505-D507-8722-D5070-E	340-050-7505-D507-8722-D5070-E	340-050-7505-D507-8721-D5070-E
D6130	Lower Roswell Rd (West)	R K Shah & Associates, Inc.	000106	\$ 3,383.29	330081407423:	340-050-7506-D613-8722-D6130-E	340-050-7506-D613-8722-D6130-E	340-050-7506-D613-8721-D6130-E
D6230	Smyrna Powder Springs Rd/Benson Poole Rd	Georgia Power Company	000394	\$ 390,367.00	340011210313:	340-050-7506-D623-8786-D6230-U	340-050-7506-D623-8786-D6230-U	340-050-7506-D623-8781-D6230-U
D7030	Six Flags Dr Sidewalk	Georgia Power Company	000489	\$ 47,924.00	340030811403:	340-050-7507-D703-8786-D7030-U	340-050-7507-D703-8786-D7030-U	340-050-7507-D703-8781-D7030-U
D7140	Log Cabin Dr Sidewalk	RS&H Inc	000799	\$ 13,445.92	340090914402:	340-050-7507-D714-8722-D7140-E	340-050-7507-D714-8722-D7140-E	340-050-7507-D714-8721-D7140-E
D8180	Pope High School - Hembree Rd	Georgia Power Company	000952	\$ 78,455.97	340032216805:	340-050-7508-D818-8786-D8180-U	340-050-7508-D818-8786-D8180-U	340-050-7508-D818-8781-D8180-U
D11J0	Floyd Rd Trail, Phase 2	HNTB Corporation	000561	\$ 722.63	3400724127062:	340-050-7511-D11J-8722-D11J0-E	340-050-7511-D11J-8722-D11J0-E	340-050-7511-D11J-8721-D11J0-E
<b>Total Fund 340</b>				<b>\$ 556,910.20</b>				

<b>FUND 345 - 2011 SPLOST TIP Fund General Accounting Encumbrances (GAEs)</b>								
<u>Project No.</u>	<u>Project</u>	<u>Company</u>	<u>CCDOT Contract No.</u>	<u>Amount</u>	<u>Decrease GAE</u>		<u>Transfer from:</u>	<u>Transfer to:</u>
E7400	Casteel Rd (East) Sidewalk	Kimley Horn & Associates, Inc.	000563	\$ 65,386.60	345061113403:	345-050-E007-E740-8722-E7400-E	345-050-E007-E740-8722-E7400-E	345-050-E007-E740-8721-E7400-E
<b>Total Fund 345</b>				<b>\$ 65,386.60</b>				

<b>FUND 347 - 2016 SPLOST TIP Fund General Accounting Encumbrances (GAEs)</b>								
<u>Project No.</u>	<u>Project</u>	<u>Company</u>	<u>CCDOT Contract No.</u>	<u>Amount</u>	<u>Decrease GAE</u>		<u>Transfer from:</u>	<u>Transfer to:</u>
X2102	Brookwood Dr over Clay Branch	Kimley Horn & Associates, Inc.	000965	\$ 10,000.50	347091316807:	347-050-X210-X210-8722-X2102-E	347-050-X210-X210-8722-X2102-E	347-050-X210-X210-8721-X2102-E
X2105	Casteel Rd over Piney Grove Creek	Kimley Horn & Associates, Inc.	000996	\$ 52,895.00	347011017311:	347-050-X210-X210-8722-X2105-E	347-050-X210-X210-8722-X2105-E	347-050-X210-X210-8721-X2105-E
X2112	Little Willeo Rd over Timber Ridge Branch	Kimley Horn & Associates, Inc.	000966	\$ 10,000.00	3470913168071:	347-050-X210-X210-8722-X2112-E	347-050-X210-X210-8722-X2112-E	347-050-X210-X210-8721-X2112-E
X2316	Circle 75 Pkwy at Herodian Way	Gresham Smith & Partners	000993	\$ 13,255.00	347072616904:	347-050-X230-X230-8722-X2316-E	347-050-X230-X230-8722-X2316-E	347-050-X230-X230-8721-X2316-E
X2403	Cobb Pkwy at I-285 WB Off-Ramp and Spring Rd/Circle 75 Pkwy	Pond & Company, Inc.	000953	\$ 10,000.80	347011315603:	347-050-X240-X240-8722-X2403-E	347-050-X240-X240-8722-X2403-E	347-050-X240-X240-8721-X2403-E
X2507	Cumberland Area Traffic Cameras and Dynamic Message Signs	AECOM Technical Services, Inc.	000953	\$ 22,211.00	347032216803:	347-050-X250-X250-8722-X2507-E	347-050-X250-X250-8722-X2507-E	347-050-X250-X250-8721-X2507-E
X2742	McPherson Road Sidewalk	Southeastern Engineering, Inc.	001001	\$ 12,090.00	347062717808:	347-050-X270-X270-8722-X2742-E	347-050-X270-X270-8722-X2742-E	347-050-X270-X270-8721-X2742-E
<b>Total Fund 347</b>				<b>\$ 130,452.30</b>				

<b>FUND 380 - Capital Projects Fund General Accounting Encumbrances (GAEs)</b>								
<u>Project No.</u>	<u>Project</u>	<u>Company</u>	<u>CCDOT Contract No.</u>	<u>Amount</u>	<u>Decrease GAE</u>		<u>Decrease Revenue:</u>	<u>Decrease Expenditure:</u>
TR486	Barrett Pkwy at Chastain Meadows Pkwy	RS&H, Inc.	000799	\$ 23,845.87	380081115310:	380-050-4594-4594-8676-TR486-E	380-050-4594-4594-4505-TR486-E	380-050-4594-4594-8676-TR486-E
TR463	I-75/Cumberland Blvd Bridgescape	Pond & Company, Inc.	000568	\$ 9,000.00	380091112405:	380-050-4638-4638-8722-TR463-E	380-050-4638-4638-4505-TR463-E	380-050-4638-4638-8722-TR463-E
TR477	Cumberland Blvd Traffic Signal Upgrades	HNTB Corporation	000562	\$ 746.50	380052714307:	380-050-4638-4638-8722-TR477-E	380-050-4638-4638-4505-TR477-E	380-050-4638-4638-8722-TR477-E
<b>Total Fund 380</b>				<b>\$ 33,592.37</b>				

<b>Total All Funds</b>	<b>\$ 786,341.47</b>
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## Transportation

Erica Parish, Director

Districts All

Item No. 44.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve Amendment - Work Authorization III to the consolidated contract with Atkins North America, Inc., for program management services for the 2005, 2011, and 2016 SPLOST Transportation Improvement Programs, CCDOT Contract No. 000948.

### **BACKGROUND**

On November 4, 2014, the voters of Cobb County approved a Special Purpose Local Option Sales Tax (SPLOST) to fund capital improvement projects throughout Cobb County and within each of the County's six cities. Approximately \$750 million in sales tax funding is projected to be collected from January 1, 2016, through December 31, 2021, as part of the 2016 SPLOST Program. The 2016 SPLOST is intended to address the immediate capital needs of PARKS, Transportation, Facilities, Public Safety, Public Services, Information Technology, and the six municipalities within Cobb County.

On November 10, 2015, the Board of Commissioners approved a consolidated contract with Atkins North America, Inc., for program management services to include program management assistance, pre-construction services, right-of-way services, and complete construction management services for the 2016 SPLOST Transportation Improvements Program (TIP), and for continuation of the 2005 and 2011 SPLOST TIPs. The Board also approved Work Authorization I, for the two-year period beginning January 1, 2016, and continuing through December 31, 2017.

On December 12, 2017, the Board approved Amendment - Work Authorization II to the consolidated contract with Atkins North America, Inc., for program management services to include program management assistance, pre-construction services, right-of-way services, and complete construction management services for the 2005, 2011, and 2016 SPLOST TIPs, for the two-year period beginning January 1, 2018, and continuing through December 31, 2019. The amount authorized included a savings (Change Order No. 1) from Work Authorization I.

**Details for action requested are as follows:**

The Department recommends the Board approve Amendment - Work Authorization III to the consolidated contract with Atkins North America, Inc., in an amount not to exceed \$19,827,915.00, for continued program management services for the 2005, 2011, and 2016 SPLOST TIPs, to include program management assistance, pre-construction services, and complete construction management services. Amendment - Work Authorization III is requested for the two-year period beginning January 1, 2020, and continuing through December 31, 2021.

Work Authorization I	\$20,905,000.00
Change Order No. 1 to WA I	(\$ 1,400,664.80)
Work Authorization II	\$21,354,664.80
<b>Work Authorization III</b>	<b><u>\$19,827,915.00</u></b>
<b>Revised Contract</b>	<b>\$60,686,915.00</b>

Amendment - Work Authorization III to the consolidated contract with Atkins North America, Inc., has been reviewed by the County Attorney's Office.

**IMPACT STATEMENT**

N/A

**FUNDING**

Available in the respective SPLOST Transportation Improvements Program Fund approved budgets, as follows:

Available: 340-050-Various Units/Subunits/Projects	2005 SPLOST TIP Fund	\$ 2,500,000.00
345-050-Various Units/Subunits/Projects	2011 SPLOST TIP Fund	\$ 4,500,000.00
347-050-Various Units/Subunits/Projects	2016 SPLOST TIP Fund	\$12,827,915.00

**RECOMMENDATION**

The Board of Commissioners approve Amendment - Work Authorization III to the consolidated contract with Atkins North America, Inc., in an amount not to exceed \$19,827,915.00, for program management services to include program management assistance, pre-construction services, right-of-way services, and complete construction management services for the 2005, 2011, and 2016 SPLOST Transportation Improvements Programs, for the two-year period of January 1, 2020, through December 31, 2021, CCDOT Contract No. 000948; and authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

1. Amendment - Work Authorization III

**AMENDMENT – WORK AUTHORIZATION III  
TO  
PROGRAM MANAGEMENT AGREEMENT**

THIS AMENDMENT – WORK AUTHORIZATION III to the PROGRAM MANAGEMENT AGREEMENT (this “Amendment”) is entered into between Cobb County, Georgia, a political subdivision of the State of Georgia (the “COUNTY”) and Atkins North America, Inc., a Corporation authorized to do business in Georgia (the “CONSULTANT”).

**RECITALS**

**WHEREAS**, COUNTY and CONSULTANT entered into a Program Management Agreement for the 2016 SPLOST Transportation Improvements Program (the “Agreement”) for program management services for the 2005, 2011, and 2016 SPLOST Transportation Improvements Programs (Programs) on December 28, 2015, CCDOT Contract No. 000948; and

**WHEREAS**, the Agreement authorized work, designated as “Work Authorization I,” for the two-year period beginning January 1, 2016, and continuing through December 31, 2017; and

**WHEREAS**, the County extended the Agreement with the CONSULTANT, designated as “Amendment - Work Authorization II” on December 12, 2017 for the two-year period beginning January 1, 2018, and continuing through December 31, 2019; and

**WHEREAS**, the County desires to extend the Agreement with the CONSULTANT for a term beginning January 1, 2020 and continuing through December 31, 2021, in a not to exceed amount of \$19,827,915.00;

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and in the Agreement, the parties hereby agree to amend the Agreement by adding Section 6.1 (D), as articulated below, and Exhibit D-1, as an attachment to the Agreement.

Under Section 6.1, the following paragraph shall be inserted in its entirety following Paragraph 6.1 (C):

**D. Work Authorization III**

For the BASIC SERVICES set forth in and contemplated by this Agreement, the COUNTY agrees to pay the CONSULTANT a not to exceed fee for personnel and services for the period commencing January 1, 2020 and continuing through December 31, 2021, as indicated on the rate schedule attached hereto as Exhibit D-1 and specifically made a part hereof. These rates are based upon the construction time durations and scope required to adequately perform the services required by this Agreement and have been negotiated based on the billing rates not to exceed those shown on Exhibit F of the Agreement. The total amount for services provided under Work Authorization III shall not exceed \$19,827,915.00. The not-to-exceed amount includes an allotment of \$674,699.00 for overtime.

Prior to overtime hours being worked, however, overtime, except in an emergency, is subject to approval by the COUNTY or County Project Manager. This Work Authorization III is issued subject to all the terms and provisions contained herein in this Agreement.

All other terms and conditions of the Agreement not expressly or by direct implication amended or modified by this Amendment shall remain in full force and effect and are hereby ratified and confirmed.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[SIGNATURES ON FOLLOWING PAGE]



**IN WITNESS WHEREOF**, said parties have hereunto set their seals this day and year above first written.

Executed on behalf of Consultant.

CONSULTANT:

ATKINS NORTH AMERICA, INC.

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*(CORPORATE SEAL)*

**COBB COUNTY  
BOARD OF COMMISSIONERS**

ATTEST:

\_\_\_\_\_  
Michael H. Boyce, Chairman

By: \_\_\_\_\_  
County Clerk

Date: \_\_\_\_\_

RECOMMEND FOR APPROVAL:

DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
COBB COUNTY ATTORNEY'S OFFICE

**EXHIBIT D-1**

**PMCM Contract**  
**Proposed Work Authorization III (January 1, 2020 - December 31, 2021)**

County On-site Positions	2020		2021	
	Regular Billing Rate	Overtime Billing Rate	Regular Billing Rate	Overtime Billing Rate
Program Manager	\$255.46	\$255.46	\$261.85	\$261.85
Deputy Program Manager	\$237.94	\$237.94	\$243.89	\$243.89
Construction Ambassador II	\$117.83	\$117.83	\$120.78	\$120.78
Agenda/Contracts Coordinator	\$120.38	\$120.38	\$123.39	\$123.39
Pre-Construction Manager	\$151.68	\$151.68	\$155.47	\$155.47
Pre-Construction Project Manager 1	\$123.14	\$123.14	\$126.22	\$126.22
Sr. Utility Coordinator	\$128.22	\$128.22	\$131.43	\$131.43
Utility Coordinator	\$112.80	\$112.80	\$115.62	\$115.62
Right-of-Way Manager	\$162.79	\$162.79	\$166.86	\$166.86
Right-of-Way Acquisiiton Manager	\$130.23	\$130.23	\$133.48	\$133.48
Right-of-Way Administrative Assistant	\$75.98	\$113.96	\$77.87	\$116.81
Right-of-Way Paralegal	\$58.23	\$87.34	\$59.68	\$89.53
Sr. Construction Manager	\$182.84	\$182.84	\$187.41	\$187.41
Sr. Office Engineer	\$154.18	\$154.18	\$158.03	\$158.03
Sr. Budget/Finance Coordinator	\$118.18	\$118.18	\$121.13	\$121.13
Sr. Contract Administrator	\$104.49	\$104.49	\$107.10	\$107.10
Contract Administrator II - Atkins	\$89.19	\$89.19	\$91.42	\$91.42
Contract Administrator II - Arcadis	\$88.28	\$88.28	\$90.49	\$90.49
Contract Administrator I - Arcadis	\$75.46	\$75.46	\$77.34	\$77.34
Asst. Contract Administrator	\$45.96	\$68.94	\$47.11	\$70.66
Administrative Assistant I - CERM	\$49.60	\$74.40	\$50.84	\$76.26
CCSD/Special Projects Coordinator	\$139.76	\$139.76	\$143.25	\$143.25
Sr. Erosion Control Coordinator	\$105.95	\$105.95	\$108.60	\$108.60
Sr. Construction Project Engineer	\$128.88	\$128.88	\$132.10	\$132.10
Sr. Construction Project Engineer	\$128.88	\$128.88	\$132.10	\$132.10
Construction Project Engineer	\$109.06	\$109.06	\$111.78	\$111.78
Construction Project Engineer	\$109.06	\$109.06	\$111.78	\$111.78
Sr. Construction Inspector II	\$99.45	\$149.18	\$101.94	\$152.91
Sr. Construction Inspector II	\$99.45	\$149.18	\$101.94	\$152.91
Sr. Construction Inspector II	\$99.45	\$149.18	\$101.94	\$152.91
Sr. Construction Inspector I	\$90.35	\$135.52	\$92.61	\$138.91
Sr. Construction Inspector I	\$90.35	\$135.52	\$92.61	\$138.91
Sr. Construction Inspector I	\$90.35	\$135.52	\$92.61	\$138.91
Sr. Construction Inspector I	\$90.35	\$135.52	\$92.61	\$138.91
Sr. Construction Inspector I	\$90.35	\$135.52	\$92.61	\$138.91
Construction Inspector II	\$85.99	\$128.98	\$88.14	\$132.21
Construction Inspector II	\$85.99	\$128.98	\$88.14	\$132.21
Construction Inspector I - Croy	\$79.21	\$118.81	\$81.19	\$121.78
Construction Inspector I - CERM	\$78.87	\$118.30	\$80.84	\$121.26
Materials Testing Coordinator	\$87.91	\$131.86	\$90.11	\$135.16
Materials Testing Technician	\$65.94	\$98.91	\$67.59	\$101.38
Materials Testing Technician	\$65.94	\$98.91	\$67.59	\$101.38
Materials Testing Technician	\$65.94	\$98.91	\$67.59	\$101.38
Materials Testing Technician	\$65.94	\$98.91	\$67.59	\$101.38
Material Testing Allowance (Monthly)	\$6,800.00	N/A	\$6,800.00	N/A
Expenses (Monthly)	\$3,700.00	N/A	\$3,700.00	N/A
Negotiation/Acquisition (per parcel)	\$2,200.00	N/A	\$2,200.00	N/A
D/W Easements (per parcel)	\$1,100.00	N/A	\$1,100.00	N/A
Relocation (per parcel)	\$1,900.00	N/A	\$1,900.00	N/A
Property Management (per parcel)	\$1,900.00	N/A	\$1,900.00	N/A
Home Office Task Order Allowance (Monthly)	\$60,000.00	N/A	\$50,000.00	N/A
<b>Annual Estimated Amount for Work Auth. III</b>	<b>\$11,362,903.00</b>		<b>\$8,465,012.00</b>	
<b>Total Not to Exceed - Work Auth. III</b>		<b>\$19,827,915.00</b>		



## Transportation

Erica Parish, Director

District 3

Item No. 45.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### PURPOSE

To approve a Contract Modification with Georgia Power Company for preliminary engineering revisions and relocation of facilities on Old 41 Highway Bridge over CSX Railroad, Project No. X2116, CCDOT Contract No. 001399.

### BACKGROUND

Old 41 Highway Bridge over CSX Railroad is an approved bridge replacement project in the 2016 SPLOST Transportation Improvements Program. This is a joint project with the City of Marietta.

The project consists of a complete bridge replacement of the existing bridge located on Old 41 Highway over the CSX Railroad, near the intersection of Bells Ferry Road.

On January 8, 2019, the Board of Commissioners approved a Utility Relocation Agreement with Georgia Power Company for preliminary engineering and relocation of facilities on Old 41 Highway Bridge over CSX Railroad. Since the facilities may be located on Georgia Power Company's easement, the cost for the relocation may be reimbursable by Cobb County.

### **Details for action requested are as follows:**

During pre-construction, the need for a design modification was identified. This modification required Georgia Power Company to redesign their plans and relocate their facilities to the other side of the roadway, resulting in additional costs estimated not to exceed \$67,361.00, therefore, a contract modification to the original Utility Relocation Agreement is required.

Original Contract	\$ 95,736.00
<b>Contract Modification (No. 1)</b>	<b>\$ 67,361.00</b>
<b>Revised Contract</b>	<b>\$163,097.00</b>

The Contract Modification with Georgia Power Company has been reviewed by the County Attorney's Office.

**IMPACT STATEMENT**

N/A

**FUNDING**

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

Transfer from:	347-050-X210-X210-8781-X2116-U	Preliminary Estimate	\$67,361.00
Transfer to:	347-050-X210-X210-8786-X2116-U	Utility Relocation	\$67,361.00
Increase GAE 34701081924:	347-050-X210-X210-8786-X2116-U	Utility Relocation	\$67,361.00

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

Old 41 Highway Bridge (Joint project with City of Marietta) is an eligible project/program under the Infrastructure Preservation – Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 12). Old 41 Highway Bridge (Joint project with City of Marietta) improvements include the replacement of the bridge over the CSX Railroad.

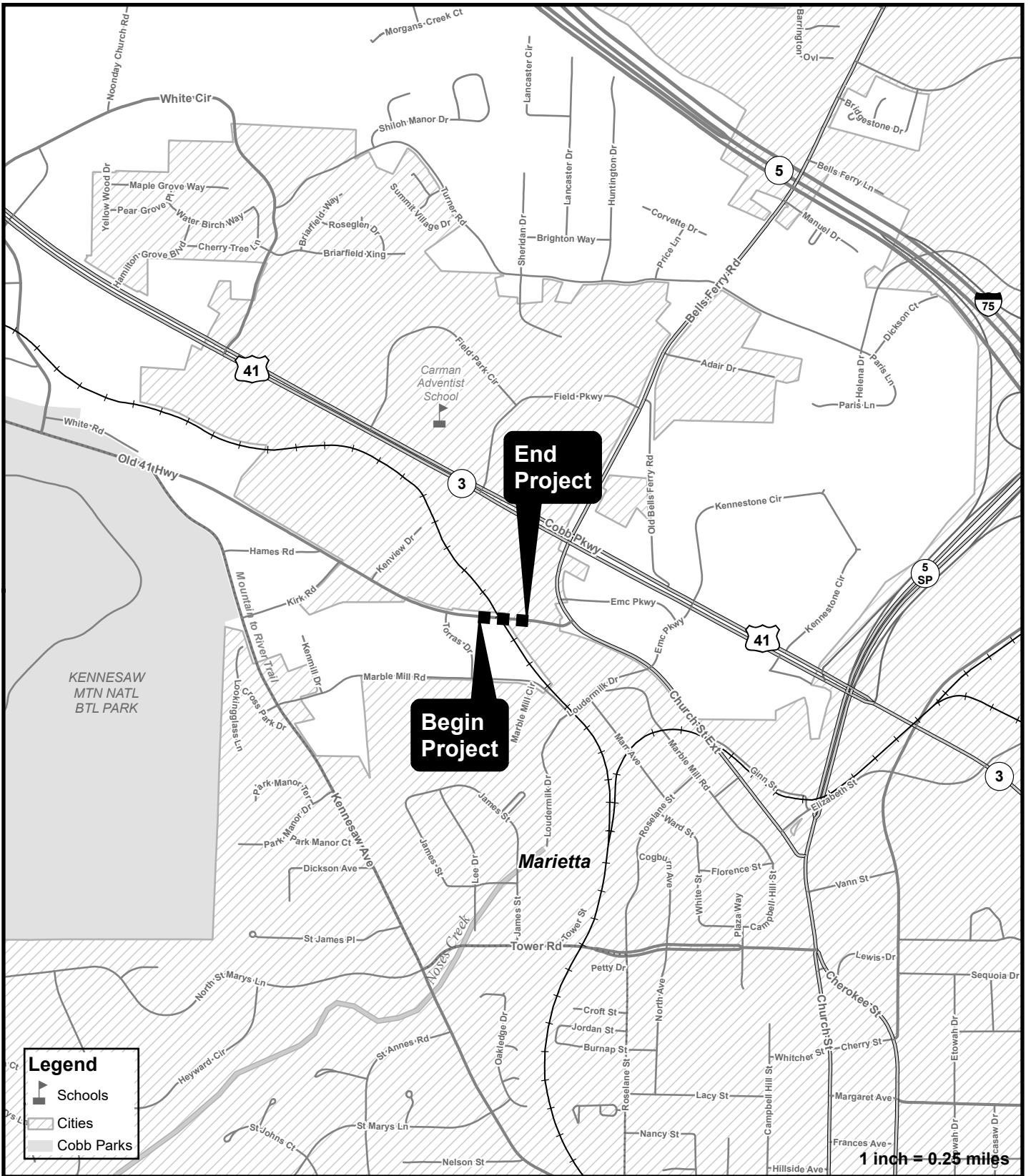
**RECOMMENDATION**

The Board of Commissioners approve a Contract Modification with Georgia Power Company, in an amount not to exceed \$67,361.00, for preliminary engineering revisions and relocation of facilities on Old 41 Highway Bridge over CSX Railroad, Project No. X2116, CCDOT Contract No. 001399; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents, in form substantially similar to that attached and as approved by the County Attorney’s Office.

**ATTACHMENTS**

1. Location Map
2. Contract Modification with Georgia Power Company

# LOCATION MAP



**Legend**

- Schools
- Cities
- Cobb Parks

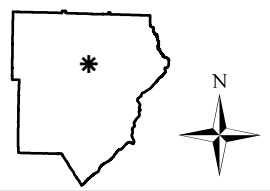
1 inch = 0.25 miles



Department of Transportation

**PROJECT:**  
**Old 41 Highway Bridge**  
**Project No. X2116**

**DATE:** September 10, 2019



Notes: Commission District 3

**Request for Contract Modification**  
**From Georgia Power Company to Cobb Co.**

Project No.: X2116

Date Submitted: 5/16/2019

P.I. No.: L6291

Submitted to **Cobb Co** Engineer: Mike Watkins

County: Cobb

Location: Old Hwy 41 Over CSX Bridge

Request for (check all that apply):

Scope Change  Project Sum Change YES Completion Date Change N/A

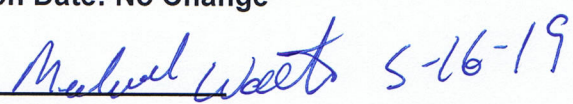
Proposed Change Description / Scope of Work: Do to constructability issues, Cobb Co. requested a re-design to move the line to other side of the road way

Estimated Cost of Proposed Change(s): \$67,361

Requested Change in Completion Date: NA Additional Days

Proposed New Completion Date: No Change

Submitted By: Mike Watkins



Engineer Rep Sr.  
706-936-0249  
mtwatkin@southernco.com

**Attachment**

cc: Andy Rikard Cob Co DOT Project Manager  
GPC Accountant, GPC Staff Accountant

Mark Tilden, GPC Project Manager

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**CITY - COUNTY Response**

\_\_\_\_\_ Approved as requested per \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ TITLE

\_\_\_\_\_ Rejected (insert explanation):



## Transportation

Erica Parish, Director

District 4

Item No. 46.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Erica Parish, Director

**DATE:** September 10, 2019

### **PURPOSE**

To authorize procurement of traffic signal mast arms for rebuild of a traffic signal on Mableton Parkway Pedestrian Improvements, Phase 1, Project No. X2762.

### **BACKGROUND**

Mableton Parkway Pedestrian Improvements is an approved project in the Sidewalks Components of the 2016 SPLOST Transportation Improvements Program (TIP).

The project includes construction of a ten-foot wide trail on the west side of Mableton Parkway and a five-foot wide sidewalk on the east side, from Factory Shoals Road to Discovery Boulevard. Traffic signal upgrades are also included at signalized intersections within the project limits, including the Mableton Parkway at Factory Shoals Road intersection.

Cobb County School District (CCSD) is relocating both Harmony Leland Elementary School and Clay Elementary School to one new site on Factory Shoals Road. Primary access to the new school will be on Factory Shoals Road, south of Mableton Parkway. The new school is scheduled to open August 3, 2020.

A traffic study conducted by the Department for the new school location identified the need for area roadway improvements, including the addition of a right-turn lane on Mableton Parkway at Factory Shoals Road. Construction of this right-turn lane is included with additional SPLOST school zone safety and operational improvements in the Factory Shoals Road (Harmony Leland/Clay Elementary Schools), Phase 1, project.

Completion of the traffic signal rebuild at Mableton Parkway and Factory Shoals Road is required prior to construction of the right-turn lane on Mableton Parkway at Factory Shoals Road. Due to extended fabrication times for traffic signal mast arms, the Department recommends procurement of the required mast arms in advance of awarding the construction contract for Mableton Parkway Pedestrian Improvements, Phase 1. Mast arms will be provided to the selected contractor to ensure the signal rebuild is completed in time to facilitate completion of the right-turn lane prior to the relocated school opening on August 3, 2020.



**IMPACT STATEMENT**

N/A

**FUNDING**

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

Transfer from:	347-050-X270-X270-8761-X2762-C	Preliminary Estimate	\$26,120.00
Transfer to:	347-050-X270-X270-8771-X2762-C	Constr. - Signalization	\$26,120.00

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

Mableton Parkway Pedestrian Improvements is an eligible project/program under the Pedestrian Improvements – Sidewalks Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 14). Pedestrian Improvements within Commission District 4 include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity centers, multi modal facilities (transit stops/shelters, etc.), and other congested areas, to include pedestrian bridges where needed.

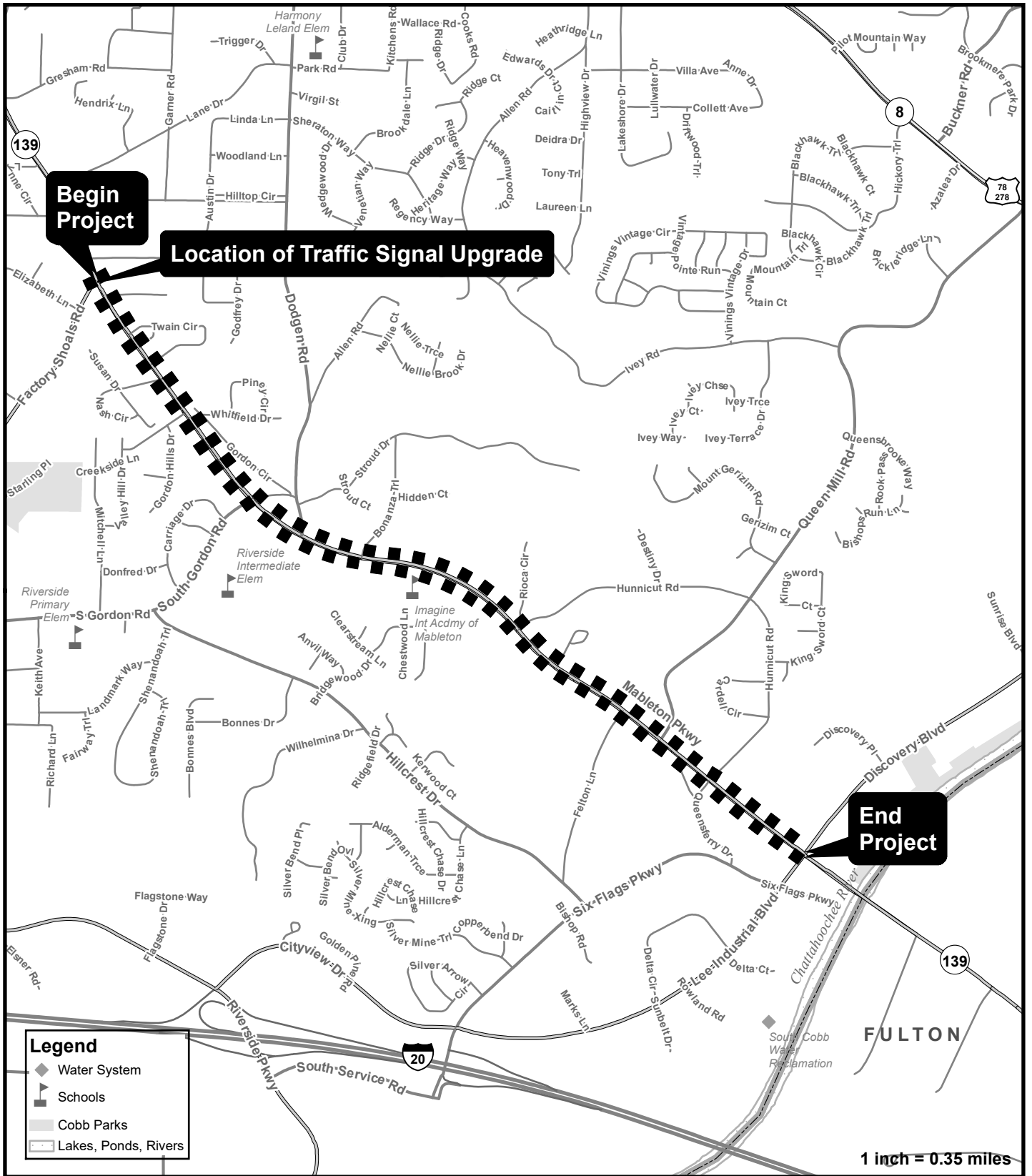
**RECOMMENDATION**

The Board of Commissioners authorize procurement of traffic signal mast arms, in an amount not to exceed \$26,120.00, for rebuild of a traffic signal located at Mableton Parkway at Factory Shoals Road on Mableton Parkway Pedestrian Improvements, Phase 1, Project No. X2762; and further authorize the corresponding budget transaction.

**ATTACHMENTS**

1. Location Map

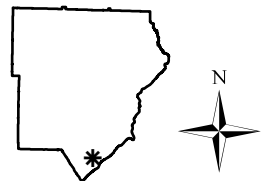
# LOCATION MAP



Department of Transportation

**PROJECT:**  
 Mableton Parkway Pedestrian Improvements, Phase 1  
 Traffic Signal Rebuild at Factory Shoals Road Intersection  
 Project No. X2762

DATE: September 10, 2019



Notes: Commission District 4



## Information Services

Item No. 47.

Sharon Stanley, Information Services  
Director  
District All

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*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Sharon Stanley, Information Services Director  
Scott Barfield, Property Management Director  
Eddie Canon, Support Services Agency Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve a contract with Croft and Associates, PC for full architectural and engineering design services related to the design and renovations for the new Cobb County Data Center, 2016 SPLOST project X0010.

### **BACKGROUND**

The Data Center and Technology Modernization project was approved by the citizens in the 2016 SPLOST.

On May 8, 2018, the Board approved Indefinite Delivery Agreements with several architectural and engineering firms that responded to a Request for Qualifications for design of the Data Center. Croft and Associates is included in these agreements and is a firm that has design experience with Data Center facilities. Croft and Associates and Property Management negotiated a price to provide full architectural and design services in an amount not to exceed \$109,800.00.

The project consists of the architectural drawings and design of renovations to an existing county building for conversion to a new Data Center. Also included will be coordination with the County's technology consultant for appropriate equipment selection and coordination with the County's commissioning agent for testing HVAC and electrical equipment following equipment integration. Design services will be divided into four phases: Schematic Design, Construction Documents, Construction Administration and Consultant Coordination.

Information Services requests approval of a contract with Croft and Associates, PC, in an amount not to exceed \$109,800 for full architectural and engineering design services related to the design and renovations for Cobb County's new Data Center.

### **IMPACT STATEMENT**

There are no on-going operating costs associated with the work effort in this contract.

## **FUNDING**

Funding is available in the 2016 SPLOST Technology Improvements Program Fund with the following transfers:

Transfer from: 347-035-X001-8005-X0010-A (Preliminary Estimates) \$109,800.00

Transfer to: 347-035-X001-8121-X0010-A (Professional Services) \$109,800.00

Create GAE for architectural services in the amount of \$109,800.00.

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

The “Data Center Build and Technology Modernization” project is an eligible capital improvement project/program under the 2016 SPLOST and is an approved project of the Support Services Technology Improvements Work Program (Cobb County 2016 SPLOST, p. 38) which provides for the construction of a new data center.

## **RECOMMENDATION**

The Board of Commissioners approve a contract with Croft and Associates, in an amount not to exceed \$109,800.00, for full architectural and engineering design services related to the design and renovations for the new Cobb County Data Center 2016 SPLOST project X0010; authorize the corresponding budget transfers; and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

None



## Information Services

Item No. 48.

Sharon Stanley, Information Services  
Director  
District All

---

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Sharon Stanley, Information Services Director  
Eddie Canon, Support Services Agency Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve a contract with Presidio Networked Solutions, LLC to provide expert technology services for program management, current state technology assessment, application, hardware, and data migration planning and data center technology design for the new Cobb County Data Center, 2016 SPLOST project X0010, under provisions of Georgia Department of Administrative Services contract #99999-SPD-SPD0000060-0002.

### **BACKGROUND**

The Data Center and Technology Modernization project was approved by the citizens in the 2016 SPLOST.

On March 26, 2019, the Board of Commissioners authorized advertisement for and conduct of a public hearing prior to expending more than \$100,000 for professional services to provide expert technology services for assessment, technology architectural design, infrastructure options, and data migration planning for the new Cobb County Data Center. The public hearing was held on April 23, 2019.

A Request for Information (RFI) was submitted to vendors on Georgia Department of Administrative Services and General Services Administration (GSA) contracts. Proposals were received from nine (9) qualified vendors: AT&T Consulting, Dell EMC Consulting, InfoTech Research Group Inc., Lockstep Technology Group, Presidio Networked Solutions LLC, Sovereign Systems, LLC, Sungard Availability Services, TEKsystems and Veristor Systems.

A committee comprised of members from Information Services, Property Management and Purchasing departments reviewed the proposals. Presidio Networked Solutions, LLC was selected based on their understanding of the project, proposed staffing, levels of experience and past performance, project approach, availability, and financial stability.

The Department requests approval of a contract with Presidio Networked Solutions, LLC, in an amount not to exceed \$321,100 for expert services for program management, technology assessment, development of technology design options, and delivery and migration planning for the new Cobb County Data Center, 2016

SPLOST project X0010.

**IMPACT STATEMENT**

There are no on-going operating costs associated with the work effort in this contract.

**FUNDING**

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

Transfer from:	347-035-X001-8005-X0010-A	Preliminary Estimates	\$321,100.00
Transfer to:	347-035-X001-8676-X0010-A	Professional Services	\$321,100.00

Create GAE for technology expert technology services in the amount of \$321,100.00

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

The “Data Center Build and Technology Modernization” project is an eligible capital improvement project/program under the 2016 SPLOST and is an approved project of the Support Services Technology Improvements Work Program (Cobb County 2016 SPLOST, p. 38) which provides for the construction of a new data center.

**RECOMMENDATION**

The Board of Commissioners approve a contract with Presidio Networked Solutions, LLC, in an amount not to exceed \$321,100.00, for program management, technology assessment, development of technology design options, and delivery and migration planning for the new Cobb County Data Center, 2016 SPLOST project X0010, under provisions of Georgia Department of Administrative Services contract #99999-SPD-SPD0000060-0002; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Property Management

Scott Barfield, Property Management  
Director  
District 4

---

Item No. 49.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Scott Barfield, Property Management Director  
Randy Crider, Interim Director  
Eddie Canon, Support Services Agency Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve a contract with E. Escher Incorporated, Inc. for work related to the plumbing system for the Public Safety Training Center, a 2016 SPLOST project, Program X1050-R.

### **BACKGROUND**

The New Public Safety Training Center project was approved in the 2016 Special Purpose Local Option Sales Tax (SPLOST) program in the general election held on November 4, 2014.

On March 26, 2019, Property Management procured Croft & Associates to provide architectural and engineering drawings for the Public Safety Training Center, located at 2435 East West Connector, Austell, Georgia.

The construction documents were completed by the architect and reviewed by Property Management, and the Invitation for Bid (ITB) was advertised in the *Marietta Daily Journal* beginning on July 12, 2019. Bids were received by the Purchasing Department on August 8, 2019 with one firm responding.

The bid from E. Escher Incorporated, Inc., in the amount of \$1,404,800.00, was reviewed and found to be reasonable and responsive. Property Management has verified their references and recommends they be awarded the contract.

### **IMPACT STATEMENT**

Maintenance or operational costs associated with this project have been requested in the FY20 budget.

## **FUNDING**

Funding is available in the 2016 SPLOST project budget as follows:

347-130-X105-8113-X1050-R (Plumbing Installations) \$1,404,800.00

Create GAE in the amount of \$1,404,800.00

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

The Public Safety Training Center is an eligible capital improvement project/program under the 2016 SPLOST and is an approved project of the Public Safety Improvements (Cobb County 2016 SPLOST, p.28) which provides for improvements to facilities and equipment.

## **RECOMMENDATION**

The Board of Commissioners approve a contract with E. Escher Incorporated, in the amount of \$1,404,800.00, for work related to the plumbing system for the Public Safety Training Center, located at 2435 East West Connector, Austell, a 2016 SPLOST project, Program X1050; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

## **ATTACHMENTS**

None





## Property Management

Scott Barfield, Property Management

Director

Districts All

---

Item No. 50.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Scott Barfield, Property Management Director  
Jackie McMorris, Deputy County Manager  
Christopher Gulledege, Chief Medical Examiner  
Eddie Canon, Support Services Agency Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve Supplemental Agreement No. 1 with Batson-Cook Company, to establish the Guaranteed Maximum Price for the new Medical Examiner Laboratory facility, a 2016 SPLOST project, Program X1030.

### **BACKGROUND**

The construction of a new Medical Examiner Laboratory facility was approved by the citizens in the 2016 SPLOST.

On April 25, 2017, the Board of Commissioners approved a contract with Pieper O'Brien Herr Architects, Inc. for the preparation of architectural programming and schematic bridging documents.

On November 27, 2018, the Board approved a General Fund fund balance appropriation, in the amount of \$8,000,000.00, to supplement funding for the design and construction of the new Medical Examiner Laboratory facility project.

On January 8, 2019, The Board approved the initial phase of a two-part contract with Batson-Cook Company (Batson) which included design costs of \$350,500.00, project fee costs of \$370,120.00 and project general conditions costs of \$418,000.00 for a combined total not to exceed \$1,138,620.00.

Batson and the Architect conferred with the County to complete the design to the point whereby the Guaranteed Maximum Price (GMP) could be established, in an amount of \$10,950,000.00. The GMP includes all construction costs, project contingency and the original contract amount of \$1,138,620.00 for design, project fee, and general conditions.

Batson Original Contract	\$ 1,138,620.00
Supplemental Agreement No. 1	\$ 9,811,380.00
Batson-Cook GMP Contract	\$10,950,000.00

**IMPACT STATEMENT**

No significant impact on maintenance and utility costs until FY21.

**FUNDING**

Funding is available with the following transfers:

Transfer from: 347-150-X103-8005-X1030-C (Prelim Est)	\$9,679,368.50
Transfer from: 347-110-X092-X0920-8481-A (Bldg Security Upgrades)	\$ 75,000.00
Transfer from: 347-110-X092-X0924-8110-A (Paving)	\$ 57,011.50
Transfer to: 347-150-X103-8125-X1030-C (Const Exps – New Const)	\$9,811,380.00

Increase GAE 34701081919 in the amount of \$9,811,380.00

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

The construction of a new Medical Examiner Laboratory facility is an eligible countywide improvement project/program under the 2016 SPLOST and is an approved project of the Countywide Improvements (Cobb County 2016 SPLOST, p.6) which provides for improvements and construction of facilities and equipment, inter alia, the Medical Examiner Laboratory facility.

**RECOMMENDATION**

The Board of Commissioners approve Supplemental Agreement No.1, in the amount of \$9,811,380.00, to the contract with Batson-Cook Company, to establish the Guaranteed Maximum Price of \$10,950,000.00, for the new Medical Examiner Laboratory facility a 2016 SPLOST project, Program X1030; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Property Management

Scott Barfield, Property Management  
Director  
District 4

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Item No. 51.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Scott Barfield, Property Management Director  
Randy Crider, Interim Director  
Eddie Canon, Support Services Agency Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve a contract with Fire Systems, Inc. for work related to the sprinkler system for the Public Safety Training Center, a 2016 SPLOST project, Program X1050.

### **BACKGROUND**

The New Public Safety Training Center project was approved in the 2016 Special Purpose Local Option Sales Tax (SPLOST) program in the general election held on November 4, 2014.

On March 26, 2019, Property Management procured Croft & Associates to provide architectural and engineering drawings for the Cobb County Public Safety Training Center, located at 2435 East West Connector, Austell, Georgia.

The construction documents were completed by the architect and reviewed by Property Management, and the Invitation for Bid (ITB) was advertised in the *Marietta Daily Journal* beginning on July 12, 2019. Bids were received by the Purchasing Department on August 8, 2019. Two firms responded.

Fire Systems, Inc.	\$341,673.00
Johnson Controls Fire Protection	\$519,865.00

The bid from Fire Systems, in the amount of \$341,673.00, was reviewed and found to be reasonable and responsive. Property Management has verified their references and recommends they be awarded the contract.

### **IMPACT STATEMENT**

Maintenance or operational costs associated with this project was requested in the FY20 budget.

**FUNDING**

Funding is available in the 2016 SPLOST project budget as follows:

347-130-X105-8110-X1050-R (Reno of Bldgs & Structures) \$341,673.00

Create GAE in the amount of \$341,673.00

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

The Public Safety Training Center is an eligible capital improvement project/program under the 2016 SPLOST and is an approved project of the Public Safety Improvements (Cobb County 2016 SPLOST, p.28) which provides for improvements to facilities and equipment.

**RECOMMENDATION**

The Board of Commissioners approve a contract with Fire Systems, Inc., in the amount of \$341,673.00, for work related to the sprinkler system for the Public Safety Training Center, located at 2435 East West Connector, Austell, a 2016 SPLOST project, Program X1050, authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

**ATTACHMENTS**

None



## Community Development

Jessica Guinn, Director

District 2

Item No. 52.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Jessica Guinn, Director

**DATE:** September 10, 2019

### **PURPOSE**

To approve an Economic Incentive Commitment Agreement for NF IV-VA ATL Cumberland, LLC.

### **BACKGROUND**

NF IV-VA ATL Cumberland, LLC, also known as Hilton Garden Inn & Home2 Suites by Hilton, has submitted an economic incentive application and other supporting documentation seeking potential incentives available through the County's Economic Incentive Ordinance. The request was pursuant to the Official Code of Cobb County Section 2-172 *Targeted Industry Incentive Program*, as approved by the Board of Commissioners on February 27, 2018. County staff reviewed the application and supporting documentation to determine if this request meets the ordinance criteria. This review resulted in a determination that the request meets the *Targeted Industry Incentive Program* criteria, which allows for the provision of services and business assistance to aid them with the construction of a hotel in Cobb County. In this case, NF IV-VA ATL Cumberland, LLC has been determined to be a company classified as a growth/core cluster as determined by the North American Industrial Classification System (NAICS) Standard Industrial Classification codes as follows:

- i. Travel and tourism

Additionally, staff has determined that the following criteria has been met by this project to be eligible for these incentives as provided in Section 2-172 (b) (1) *Eligibility*:

- 1) The project will create 70 jobs or 45 jobs more than the 25 minimum number of jobs required for this incentive program; and
- 2) A Fiscal Impact Analysis was completed for this project by Georgia Tech's Enterprise Innovation Institute and the determination, given the new revenues (the bulk of which are property and sales taxes), the net present value (NPV) of the net fiscal benefit of this project over the next 10 years is approximately \$1.15 million to Cobb County, which exceeds

the minimum fiscal impact requirement of \$250,000 established for this particular incentive program.

Based on these determinations, staff had recommended that an offer of economic incentives be extended to NF IV-VA ATL Cumberland, LLC. These proposed incentive recommendations were conveyed to the county manager, who has concurred with this recommendation as referenced in a concurrence memorandum dated May 14, 2019. This recommendation has been presented to the Chairman and District Commissioner who were also in agreement with the extension of an offer of economic incentives for this project. A formal conditional offer of incentives was provided to NF IV-VA ATL Cumberland, LLC via letter dated May 20, 2019. Working with the County Attorney's office, staff has developed a draft economic incentive commitment agreement to formally memorialize the terms of this incentive offer by all parties. This draft document is presented for your consideration (See attachment A).

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

**RECOMMENDATION**

The Board approve the Economic Incentive Commitment Agreement for NF IV-VA ATL Cumberland, LLC and authorize the Chairman to execute all the necessary documents.

**ATTACHMENTS**

1. NF IV-VA ATL Cumberland, LLC Economic Incentive Commitment Agreement - Final

## **ECONOMIC INCENTIVE COMMITMENT AGREEMENT**

This Economic Incentive Commitment Agreement (hereinafter “Agreement”), is made and entered by and between Cobb County, Georgia (hereinafter “County”), a political subdivision of the State of Georgia, and NF IV-VA ATL Cumberland, LLC, a Delaware limited liability company (hereinafter the “Company”), with a local principal address of 2000 Monarch Tower, 3425 Peachtree Road NE, Suite 2000, Atlanta, Georgia 30326.

### **RECITALS**

WHEREAS, the County has enacted the Economic Development Incentive Ordinance of Cobb County (“Ordinance”) to provide for quality, controlled growth, retention, redevelopment, and rehabilitation of targeted areas within the County; and

WHEREAS, the Company seeks to develop an approximately 260 room, dual-branded Hilton Garden Inn and Home2Suites hotel to be located on an approximately 1.0 acre tract of land to be purchased by said Company along Cobb Galleria Parkway on property that will adjoin the Cobb Energy Performing Arts Centre in unincorporated Cobb County (such development being referred to as the “Project”), and

WHEREAS, the Project represents an estimated capital investment of approximately \$63.5 million, including \$6.2 million in land; and

WHEREAS, the Company intends to purchase new furniture, fixtures, and equipment for the development valued at approximately \$6.5 million resulting in an estimated total project cost of \$76.2 million; and

WHEREAS, the Company has submitted an application to the County seeking consideration of incentives available through the Economic Development Incentive Program (the “Application” attached hereto and referred to as Exhibit “A”); and

WHEREAS, the Economic Department Division Manager has reviewed the application and based on this review made a recommendation to the County Manager, District Commissioner and Chairman of the Board of Commissioners and received their concurrence to offer incentives to the Company in accordance with the Ordinance and approved Economic Incentive Overview and Review Process; and

WHEREAS, the County, through the appropriate authority of the Board of Commissioners, and pursuant to the Ordinance, agrees as expressed herein to provide the Company with certain incentives available under the Ordinance for development of the Project; and

WHEREAS, the Company is a target business identified by standard industrial classification codes as specified under the Targeted Industry incentive program provided in the Official Code of Cobb County Section 2-172 as approved by the Board of Commissioners; and

WHEREAS, pursuant to and in conformance with the Ordinance, the parties hereto desire to set forth their agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **PROJECT**

The Company agrees to develop an approximately 260 room, dual-branded Hilton Garden Inn and Home2Suites hotel to be located on an approximately 1.0 acre tract of land to be purchased by said Company along Cobb Galleria Parkway on property that will adjoin the Cobb Energy Performing Arts Centre in unincorporated Cobb County, which would include approximately 5,600 square feet of premium event/meeting space, a restaurant serving breakfast and dinner, and a rooftop bar open to the public that will also serve food, among other related amenities for approximately \$63.5 million including \$6.2 million for the land, and purchase new furniture, fixtures, and equipment for the development valued at approximately \$6.5 million resulting in an estimated total project cost of \$76.2 million.

The Company is committed to create 70 jobs over a ten-year period (“Incentive Period”).

2. **INCENTIVE PERIOD**

The parties agree that the Incentive Period shall commence on January 1 of the year following the issuance of the Certificate of Occupancy for the hotel and remain in effect for a ten-year period.

3. **VALUE OF INCENTIVES**

The County agrees to authorize an incentive package valued at approximately \$353,281 for the Project, based on the following:

- i. The Company will be the direct beneficiary of the capped permit fee of \$5,000 for the building construction beginning with the commencement of the Incentive Period. The building construction permit fee is normally calculated at \$6.25 per \$1,000 of construction value, and the parties agree that the building construction permit fees for the building would ordinarily cost \$358,281. Consequently, the value of this incentive is \$353,281.
- ii. The Company will be the direct beneficiary of the flexible payment of the Sewer Development Fee (SDF) which is estimated at \$193,285 with \$64,429 due as a requirement of plan review and the remainder included as part of the water/sewer bill in equal parts at \$5,369/month over the first 24 months of operation.



4. **ANNUAL REVIEW; REPORTS**

In compliance with Code Section 2-176, the Company shall submit to the County an annual progress report documenting the number of New Jobs (permanent, full-time or full-time equivalent positions created by the target business) at the Project Site and any other information relevant to this Agreement that the County reasonably deems appropriate for the Incentive Period (no later than April 1 of the year following the original year of the Incentive Period and for each successive year of the Incentive Period). Such New Jobs must have been created and maintained by the Project to confirm that the initiatives' eligibility is being satisfied. The parties agree and understand that the Project is intended to generate sufficient governmental revenues to the County during the Incentive Period that meet or exceed the net present value of the incentives being provided to the Company.

Failure to report, as required by this paragraph, will not be deemed to be a violation for purposes of Paragraph 5 unless the Company has failed to file such report within thirty (30) days of the receipt from the County of a written notice of such failure.

5. **RECAPTURE OF INCENTIVES**

The Company agrees that should it violate the conditions of this Agreement, fail to complete the Project, or relocate or be annexed during the period for which the incentives are granted, it will immediately reimburse County for the full value of any and all incentives received hereunder.

If any incentive provided to the Company is later determined to be illegal, unenforceable or invalid, the Company agrees to promptly reimburse the County for the full value of any and all incentives provided hereunder.

6. **BREACH, NOTICE & TERMINATION**

If the Company materially fails to fulfill its obligations under this Agreement, the County shall provide written notice and thirty (30) days to cure the breach or to show cause why it should not be deemed to be in default. If the breach is not corrected within the thirty (30) days after the written notification, and no resolution or mediation of the breach have been reached, the County may terminate or suspend the incentives granted under this Agreement and may require the recapture of incentives. In the event of such termination or suspension, the County may pursue all appropriate legal remedies and/or relief.

7. **NOTICES**

Except as may otherwise be provided herein, all notices, demands, requests and other communications under this Agreement shall be in writing and shall be either personally delivered, sent by registered or certified mail, or sent by courier, to the following addresses (or to such other address as may be designated by written notice transmitted in accordance with this provision):

In case of the County, to:  
Economic Development Division Manager  
Community Development Agency  
P.O. Box 649  
Marietta, Georgia 30061  
(770) 528-2018

In case of the Company, to:  
NF IV-VA ATL Cumberland, LLC  
Attn: Mark K. Rafuse  
Vice President  
Noble Investment Group, LLC  
2000 Monarch Tower  
3425 Peachtree Road, NE  
Suite 2000  
Atlanta, Georgia 30326  
[Mark.rafuse@nobleinvestment.com](mailto:Mark.rafuse@nobleinvestment.com)  
(404) 832-3830

8. **FALSE STATEMENTS, PENALTIES**

The Company affirmatively covenants that it has made no false statements to the County in the process of obtaining approval for the economic incentives provided by this Agreement. If any representative of the Company has knowingly made a false statement to the County to obtain the incentives or fails to redress a false statement that was unknowingly made, the parties shall be required to immediately return all benefits received under the Agreement and shall be ineligible for any future economic development assistance from the County. Any person who provides a false statement to secure economic development assistance may be faced with criminal charges.

9. **INDEMNIFICATION**

The County shall not be liable for any contractual or other claim caused by or related to the construction, implementation, and/or operation of the Project. The Company agrees to indemnify and hold harmless the County from any claims or actions arising in any manner related to the construction, implementation, and/or operation of the Project.

10. **ENTIRE AGREEMENT; NOT BINDING PRIOR TO EXECUTION**

This Agreement contains the entire agreement between the parties, and no promise, terms, or obligations, other than herein set forth, or subsequently set forth in writing and signed by all parties hereto, shall be binding upon any party hereto. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written instrument, subject to approval by the Cobb County Board of Commissioners and execution by all parties.

11. **ASSIGNMENT**

The parties may not assign this Agreement or the rights and obligations herein without the consent of the other parties. The Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to the Agreement and their respective successors and permitted assigns.

12. **GOVERNING LAW**

The parties agree that economic incentives are governed by the Official Code of Cobb County, Georgia, Sec. 2-166, et seq., as amended. The parties further agree this Agreement shall be governed exclusively by the internal laws of the State of Georgia, without regard to its conflicts of laws rules. The courts located in Cobb County, Georgia shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party consents to the exclusive jurisdiction of these courts.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the dated indicated herein.

NV IV-VA ATL CUMBERLAND, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Title: Notary

Seal

COBB COUNTY, GEORGIA

By: \_\_\_\_\_

Michael H. Boyce, Chairman  
Cobb County Board of Commissioners

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
By: Pamela L. Mabry  
Title: County Clerk

Approved as to Form:

\_\_\_\_\_  
Cobb County Attorney's Office

Seal

Approved as to Form:

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Community Development Agency

# **Exhibit A**

## **Economic Incentive Application**



## Human Resources

Item No. 53.

Tony Hagler, Human Resources Director

Districts All

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*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Tony Hagler, Human Resources Director  
**DATE:** September 10, 2019

### **PURPOSE**

To approve a recommended Parental Leave Policy for full-time employees.

### **BACKGROUND**

The Compensation Committee reviewed the leave policies currently available for employees to use for paid parental leave. While full-time employees who have been employed for 12 months or longer have 12 weeks of leave available to them for parental leave whether they are paid during that leave depends on their available leave balances.

After review of current leave policies, the committee recommends the attached Parental Leave Policy be implemented to provide paid parental leave to all full-time employees who meet the eligibility requirements for such leave. Currently the County has approximately 110 to 125 events per year where an employee would be eligible for paid leave under this policy.

### **IMPACT STATEMENT**

Any financial impact would result if management decided to double-fill a position to cover the absence of an employee on parental leave.

### **FUNDING**

No additional funding is required.

### **RECOMMENDATION**

The Board of Commissioners to approve a Parental Leave Policy as recommended by the Compensation Committee effective the first pay period of FY20, October 6, 2019.

## **ATTACHMENTS**

1. Parental Leave Policy 8.22.19



# **Parental Leave Policy**

**Effective Date: 10/6/19**

**§-I. PURPOSE** To provide regulations concerning paid parental leave enabling employees to care for and bond with their newborn or newly adopted.

**§-II. SCOPE** Full-Time Employees

**§-III. POLICY** Paid parental leave is granted to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption. An employee may receive up to six (6) weeks of paid parental leave during any "rolling" 12- month period, measured backward from the date that any Parental Leave was utilized, which will run concurrently with Family and Medical Leave Act (FMLA), as applicable\_during any "rolling" 12- month period, measured backward from the date that any FMLA leave is to be used. FMLA leave for the birth or placement of a child for adoption must be concluded within 12 months of the birth or placement.

- A. All eligible employees must be employed full-time with at least one (1) full year of service, having worked at least 1,250 hours during the last 12 consecutive months
- B. Employee must have given birth to a child, be the spouse of the individual who has given birth to a child or adopted a child (adopted child must be age 17 or younger)

## **§-IV. PROCEDURES**

- A. The employee will provide their supervisor with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary leave forms and provide all required documentation as stated in Cobb County's Leave of Absence Policy.
- B. Employee parents of the same child working in the same department may not use paid parental leave at the same time.
- C. Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay, to be paid on Cobb County's regularly scheduled pay dates.
- D. Approved paid parental leave may be taken at any time during the three-month period immediately following the birth, adoption or placement of the child. Paid parental leave may not be used or extended beyond the three-month time frame.
- E. Employees must take paid parental leave in a three-month period from the date of the qualified event. Any unused paid parental leave will be forfeited at the end of the three-months.

- F. Paid parental leave taken under this policy will run concurrently with leave under FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under FMLA will apply. The total amount of leave granted to the employee under FMLA will not exceed 12 weeks during the 12-month FMLA period.
- G. After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employee's accrued sick, annual, or compensatory leave. Upon exhaustion of accrued sick, annual or compensatory leave, any remaining leave will be unpaid leave.
- H. If a holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid leave entitlement.
- I. Upon termination of employment with Cobb County, any unused paid parental leave for which the employee was eligible will not be paid out.



## Human Resources

Tony Hagler, Human Resources Director

Districts All

Item No. 54.

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager  
**FROM:** Tony Hagler, Human Resources Director  
**DATE:** September 10, 2019

### **PURPOSE**

To amend the Profit Sharing Plan Adoption Agreement and Addendum with ICMA-RC for administration of the defined contribution option of the Cobb County Government Employees Pension Plan.

### **BACKGROUND**

On July 23, 2019, the Board of Commissioners approved the FY20 budget which included funding to increase the match for employees participating in the defined contribution option for those employees enrolled in the hybrid pension from 50% to 100%. To implement this change in match, the adoption agreement and addendum approved by the Board of Commissioners for this option must be amended. A new agreement and addendum have been prepared by ICMA-RC and reviewed by the pension attorney.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

Funding is available in the FY20 budget.

### **RECOMMENDATION**

The Board of Commissioners approve the Profit Sharing Plan Adoption Agreement and Addendum with ICMA-RC for administration of the defined contribution option of the Cobb County Government Employees Pension Plan effective October 6, 2019; and further authorize the Chairman to execute the necessary documents.

### **ATTACHMENTS**

1. Cobb County Profit Sharing Plan Amended Adoption Agreement
2. Cobb ICMA Addendum to Adoption Agreement 2019

ICMA RETIREMENT CORPORATION

# GOVERNMENTAL PROFIT-SHARING PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION  
GOVERNMENTAL PROFIT-SHARING PLAN & TRUST  
ADOPTION AGREEMENT**

Plan Number 10 \_\_\_\_\_

The Employer hereby establishes a Profit Sharing Plan and Trust to be known as \_\_\_\_\_  
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Profit Sharing Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution profit sharing plan.

Yes

No

If yes, please specify the name of the defined contribution profit sharing plan which this Plan hereby amends and restates:

\_\_\_\_\_

**I. Employer:** \_\_\_\_\_

**II. Effective Dates**

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: \_\_\_\_\_

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:  
\_\_\_\_\_

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

**III. Plan Year** will mean:

- The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.05(h) of the Plan.)

- The twelve (12) consecutive month period commencing on \_\_\_\_\_ and each anniversary thereof.

**IV. Normal Retirement Age shall be age \_\_\_\_\_ (not to exceed age 65).**

## V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) \_\_\_\_\_

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) \_\_\_\_\_.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is \_\_\_\_\_ (not to exceed age 21. Write N/A if no minimum age is declared.)

## VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows (Choose all that apply):

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of Earnings or \$\_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan).  
Mandatory Participant Contributions:

are required       are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes                       No

Employee Opt-In Mandatory Contributions. To the extent that mandatory Participant contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes                       No

Contribution Schedule.

- (i) \_\_\_\_\_% of Earnings,
- (ii) \$ \_\_\_\_\_, or
- (iii) a whole percentage of Earnings between the range of \_\_\_\_\_ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick Up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions.<sup>1</sup>

Yes                       No (***"Yes" is the default provision under the Plan if no selection is made.***)

C. Election Window. (Complete if Option B is selected.)

Newly eligible Employees shall be provided an election window of \_\_\_\_\_ days (*no more than 60 calendar days*) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

**Discretionary Employer Contributions**

The Employer will determine the amount of Employer contributions to be made to the Plan for each Plan Year. The amount of Employer contributions to be allocated to the Account of each Participant will be based on the ratio for the Plan Year that such Participant's Earnings bears to the Earnings of all Participants eligible for such contributions.

<sup>1</sup> Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings, however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

**Fixed Employer Match of Voluntary After-Tax Participant Contributions.**

The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

**Variable Employer Match of Voluntary After-Tax Participant Contributions.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

PLUS \_\_\_\_\_ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \_\_\_\_\_ \$ or \_\_\_\_\_ % of Earnings, whichever is \_\_\_ more or \_\_\_ less.

2. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.06 and Article V of the Plan:

Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

3. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

\_\_\_\_\_

4. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

\_\_\_\_\_

5. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

Yes  No (*"Yes" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here

\_\_\_\_\_.



B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007 unless another later effective date is filled in here

\_\_\_\_\_.

**VII. CASH OR DEFERRED ARRANGEMENT UNDER SECTION 401(k)**

1. This Plan will include a cash or deferred arrangement allowing for Elective Deferrals under section 401(k) of the Code:<sup>2</sup>

Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

*(If "no" is selected, skip to section VIII.)*

Each Participant may elect to make Elective Deferrals, not to exceed \_\_\_\_\_ % of Earnings for the Plan Year, subject to the limitations of Article V of the Plan.

The provisions of the cash or deferred arrangement (the "401(k) feature") may be made effective as of the first day of the Plan Year in which the 401(k) feature is adopted. However, under no circumstances may a salary reduction agreement or other deferral mechanism be adopted retroactively.

2. The Employer will match Elective Deferrals:

Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

The Employer will contribute as follows (choose one, if applicable):

**Employer Percentage Match of Elective Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\_\_\_\_\_ % of the Elective Deferrals made on behalf of the Participant for the Plan Year (not including Elective Deferrals exceeding \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_);

PLUS \_\_\_\_\_ % of the Elective Deferrals made on behalf of the Participant for the Plan Year in excess of those included in the above paragraph (but not including Elective Deferrals exceeding in the aggregate \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_).

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_ % of Earnings, whichever is \_\_\_\_\_ more or \_\_\_\_\_ less.

<sup>2</sup> Under current law, the cash or deferred arrangement option under section 401(k) of the Code is not available to an employer that is a State or local government or political subdivision thereof, or any agency or instrumentality thereof, unless that employer established a cash or deferred arrangement on or before May 6, 1986.

**Employer Dollar Match of Elective Deferrals.**

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\$ \_\_\_\_\_ for each \_\_\_\_\_ % of Earnings or \$ \_\_\_\_\_ that the Employer contributes on behalf of the Participant as Elective Deferrals for the Plan Year (not including Elective Deferrals exceeding \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_);

PLUS \$ \_\_\_\_\_ for each \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_ that the Employer contributes on behalf of the Participant as Elective Deferrals for the Plan Year in excess of those included in the above paragraph (but not including Elective Deferrals exceeding in the aggregate \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_).

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_% of Earnings, whichever is \_\_\_\_\_ more or \_\_\_\_\_ less.

3. The Employer will permit Elective Deferrals and Catch-up Contributions elections to be made during the annual election window of \_\_\_\_\_ days (at least 30 calendar days). The election window will run from \_\_\_\_\_ to \_\_\_\_\_ (insert annual time frame for the election window or multiple time periods) and will not apply retroactively.
4. **Roth Provisions.** As provided in Section 20.03, Participants are permitted to make Roth Elective Deferrals from Compensation in the amount or percentage specified in a salary reduction agreement:

Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

**VIII. EARNINGS**

Earnings, as defined under Section 2.10 of the Plan, shall include:

1. Overtime

Yes  No

2. Bonuses

Yes  No

3. Other Pay (specifically describe any other types of pay to be included below)

\_\_\_\_\_  
\_\_\_\_\_

**IX. ROLLOVER PROVISIONS**

1. The Employer will permit rollover contributions in accordance with Section 4.13 of the Plan:

Yes  No (*"Yes" is the default provision under the Plan if no selection is made.*)

2. The Plan will accept a direct rollover contribution to a Designated Roth Account as permitted in Section 20.05(b) (*401(k) plans with Roth feature only*):

Yes  No (*"Yes" is the default provision under the Plan if no selection is made.*)

3. The Plan will allow In-Plan Roth Conversions as provided in Section 20.06 (*401(k) plans with Roth feature only*):

Yes  No (*"Yes" is the default provision under the Plan if no selection is made.*)

4. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

Effective Date is \_\_\_\_\_.

*(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)*

## X. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.04 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.04(a) through (e) of the Plan will apply, unless another method has been indicated below.

Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. The Limitation Year is the following 12 consecutive month period:

\_\_\_\_\_

3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007.

\_\_\_\_\_

*(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)*

## XI. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. *(For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)*

<b>Period of Service Completed</b>	<b>Percent Vested</b>
Zero	_____ %
One	_____ %
Two	_____ %
Three	_____ %
Four	_____ %
Five	_____ %
Six	_____ %
Seven	_____ %
Eight	_____ %
Nine	_____ %
Ten	_____ %

## XII. WITHDRAWALS AND LOANS

1. Qualified reservist distributions are available under the plan (*401(k) plans only*):  
 Yes                       No (*"Yes" is the default provision under the Plan if no selection is made.*)
2. In-service distributions are permitted under the Plan, as provided in Section 9.08, after a participant attains age (*select one of the below options*):  
 59 ½  
 70½ (*"70½" is the default provision under the Plan if no selection is made.*)  
 Not permitted at any age
3. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days:  
 Yes                       No (*"Yes" is the default provision under the Plan if no selection is made.*)
4. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.  
 Yes                       No (*"No" is the default provision under the Plan if no selection is made.*)
5. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.09  
 Yes                       No (*"No" is the default provision under the Plan if no selection is made.*)
6. The Plan will provide the following with respect to loans:
  - a. Loans are permitted under the Plan, as provided in Article XIII of the Plan:  
 Yes                       No (*"No" is the default provision under the Plan if no selection is made.*)
  - b. Designated Roth Accounts will be available as a source for loans under the Plan (*401(k) plans with Roth feature only*):  
 Yes                       No (*"No" is the default provision under the Plan if no selection is made.*)
7. (*401(k) plans only*) Hardship withdrawals are permitted under the Plan as provided in Section 9.07 but only if specifically elected by the Employer.  
 Yes                       No (*"No" is the default provision under the Plan if no selection is made.*)

If selected, hardship distributions will be available for the following accounts:

- a. Employer Contribution Account (Nonforfeitable Interest):  
 Yes                       No (*"No" is the default provision under the Plan if no selection is made.*)
- b. Participant Elective Deferral Account (not including earnings thereon accrued after December 31, 1988):  
 Yes                       No (*"Yes" is the default provision under the Plan if no selection is made.*)

- c. The determination of any deemed immediate and heavy financial need will be expanded to include any immediate and heavy financial need of the Participant's Primary Beneficiary, as provided in Section 9.07(b)(3):

Yes                       No (*"Yes" is the default provision under the Plan if no selection is made.*)

### XIII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

### XIV. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: \_\_\_\_\_

**Final Pay shall be defined as (select one):**

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):
- \_\_\_\_\_

1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_% of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of final pay to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XV. ACCRUED LEAVE CONTRIBUTIONS**

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: \_\_\_\_\_

**Accrued Leave shall be defined as (select one):**

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of accrued leave that is bona fide vacation and/or sick leave*):  
\_\_\_\_\_

- 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):
  - For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of \_\_\_\_ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
  - For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant \_\_\_\_\_ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

- 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_ % (insert fixed percentage of accrued unpaid leave to be contributed) or up to \_\_\_\_\_ % (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XVI.** The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

**XVII.** The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Profit Sharing Plan and Trust. This ICMA Retirement Corporation Governmental Profit Sharing Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

**XVIII.** The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL PROFIT SHARING PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

**XIX.** The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

**XX.** An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**EMPLOYER**

ICMA RETIREMENT CORPORATION  
777 North Capitol St., NE Suite 600  
Washington, DC 20002  
800-326-7272

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



ICMA RETIREMENT CORPORATION  
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240  
800-669-7400  
WWW.ICMARC.ORG  
BRC000-215-21269-201405-W1304  
REV 3/2015



**ADDENDUM TO  
ADOPTION AGREEMENT  
ICMA RETIRMENT CORPORATION GOVERNMENTAL  
PROFIT-SHARING PLAN & TRUST  
(Referred to as the Section 401 Segment of the 401/457 Defined Contribution Plan)**

**As Adopted by  
Cobb County, Georgia  
September 10, 2019  
As Effective October 1, 2019**

The Cobb County Money Purchase Plan & Trust was restated effective May 1, 2016 in the from of the Cobb County Profit Sharing Plan subject the Addendum effective January 1, 2010.

The Cobb County Profit Sharing Plan is again restated effective October 1, 2019 subject to this Addendum.

**Adoption Agreement**

**Section VI. C. Contribution Provisions**

In lieu of the contributions provisions pre-printed in the Adoption Agreement, effective for with the first pay period that begins after October 1, 2019 the Employer shall make Matching Contributions of 100% of an Employee's Earnings (as defined in Section VIII. of the Adoption Agreement) up to 4% of Earnings contributed by the Employee to the ICMA Retirement Corporation Deferred Compensation Plan and Trust as Adopted by the Employer effective January 1, 2010 (referred to as the "Section 457 Segment of the 401/457 Defined Contribution Plan") for a maximum Matching Contribution of 4% of Earnings.

Such Matching Contributions shall be made on a payroll by payroll basis.

No Employee Contributions are permitted to be made to this Plan.

**Notwithstanding the provisions as set forth in Section XIV of the Basic Document,**

**Plan Amendment Authority**

The Employer hereby delegates to the Board of Trustees of Cobb County Government Employees' Pension Plan the right 1) to make any technical amendment which is required by law and is deemed advisable by the Board of Trustees, AND 2) to make any other amendments which DO NOT, in the view of the Board of Trustees, substantially increase costs, contributions or benefits and do not materially affect the eligibility, vesting or benefit accrual or allocation provisions of the Plans. The Board of Trustees shall inform the Board of Commissioners of any such amendment at its next regularly scheduled meeting.

IN WITNESS WHEREOF, the Employer has caused this Addendum to the Adoption Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_

Its \_\_\_\_\_



## **BOC Commissioner (District 1)**

**Item No. 55.**

Keli Gambrill, Commissioner

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District 1

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Keli Gambrill, Commissioner

**DATE:** September 10, 2019

### **PURPOSE**

To approve the appointment of J.C. Bradbury to the Development Authority of Cobb County.

### **BACKGROUND**

The development authority is created by O.C.G.A. § 36-62-4 with the membership to be appointed by resolution of the Board of Commissioners. It was created for the purpose of developing and promoting for the public good and general welfare trade, commerce, industry and employment opportunities in the county, thereby promoting the general welfare of the citizenry and, in the furtherance of that purpose, to finance projects permitted thereby, including projects for air and water pollution control facilities by industries.

The Authority consists of seven persons elected by the BOC for terms of four years.

### **IMPACT STATEMENT**

N/A

### **FUNDING**

N/A

### **RECOMMENDATION**

The Board of Commissioners announce the appointment of J.C. Bradbury to the Development Authority of Cobb County for a four year term to expire on March 13, 2023. This appointment replaces Bob Morgan.

### **ATTACHMENTS**

None



## **BOC Chair**

Michael H. Boyce, Chairman

Districts All

---

**Item No. 56.**

*Cobb County...Expect the Best!*

**TO:** Rob Hosack, County Manager

**FROM:** Michael H. Boyce, Chairman

**DATE:** September 10, 2019

### **PURPOSE**

To approve the appointments to the Hospital Authority of Cobb County.

### **BACKGROUND**

The hospital authority shall exercise public and essential governmental functions and shall have all the powers necessary or convenient to carry out and effectuate the acquisition, construction, and equipping of hospitals, health care facilities, dormitories, office buildings, clinics, housing accommodations, nursing homes, rehabilitation centers, extended care facilities, and other public health facilities for the use of patients and officers and employees of any institution under the supervision and control of any hospital authority or leased by the hospital authority for operation by others to promote the public health needs of the community.

The business of the Authority shall be conducted by nine members. Eligible members must be residents in good standing of Cobb County who have demonstrated an interest in the county by being active in civic and community affairs. At least one member should be a licensed doctor of medicine or a registered nurse. As members' terms expire, the Authority shall submit a list of three eligible persons to the Board of Commissioners for consideration and the Board of Commissioners shall select one of the three persons.

Based upon the selection procedure for the Hospital Authority of Cobb County, the following names were submitted to the Board of Commissioners. The Board of Commissioners must select one of the three persons submitted from the Hospital Authority to fill the expired term for each post.

#### **Post 1**

Thomas Gearhard, MD - Physician, WellStar Family Medicine and current member of Cobb Hospital Authority

Connie Bullock, Founder of Bullock Hope House and former member of Cobb Hospital Regional Board

Rob Register, CEO of Austell Gas System, current Cobb Hospital Regional Board

#### **Post 7**

Fitz Johnson, Owner/CEO, ASID Group International and currently serves on Cobb Hospital Authority Board

Ed Richardson, President, Richardson Management Group, LLC and member of Cobb Hospital Regional

Board

Wayne Dodd, Director of Marketing for Dato Technologies and member of Cobb Hospital Regional Board

**IMPACT STATEMENT**

N/A

**FUNDING**

N/A

**RECOMMENDATION**

The Board of Commissioners approve the appointments to the Hospital Authority of Cobb County as follows:  
Thomas Gearhard, MD- Post 1 and Fitz Johnson, Post 7 for a term balance to expire on August 7, 2022.

**ATTACHMENTS**

None