



AGENDA

COBB COUNTY BOARD OF COMMISSIONERS REGULAR MEETING

JUNE 25, 2019 – 7:00 PM

Cobb County...Expect the Best!

CALL TO ORDER

PRESENTATIONS

1. To present Certificates of Recognition to the members of the Walton High School Lacrosse Team.
2. To acknowledge William Volckmann, Jr.'s completion of his Career Development Plan by obtaining a Certificate in Public Financial Management.
3. To recognize Christian Flournoy for achieving the highly recognized and honored rank of Eagle Scout.
4. To present a certification of appreciation to the members of American Legion Post 29, Marietta Georgia.

PUBLIC HEARING

5. To conduct the second public hearing to solicit comments and input on the proposed amendments to the Official Code of Cobb County Part I Chapters 2 (Administration), 6 (Alcoholic Beverages), 118 (Traffic and Vehicles), and 134 (Zoning) of the Cobb County Code and to consider adoption of the proposed amendments.
6. To conduct a public hearing and approve the Chattahoochee Corridor Plan Certificate of Compliance for the expansion of an existing single-family residential building at 3270 Cochise Drive.

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.

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CONSENT AGENDA

BOC (Commission District 2)

7. To approve the consolidated description of the Cumberland Community Improvement District.

Superior Court Administration

8. To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council grant award to support the Veteran's Treatment Court Program.
9. To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council grant award to support the Adult Drug Treatment Court Program and to authorize the creation of a new full time Judicial Case Manager.
10. To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council grant award to support the Mental Health Court.
11. To approve an allocation of Drug and Alcohol Treatment Education (D.A.T.E.) funds as recommended by the D.A.T.E. fund committee.

Juvenile Court

12. To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council grant award for the continuation of a full time Probation Officer position.
13. To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council grant award to support the Juvenile Court and authorize the continuation of a full time Program Coordinator, a full time Juvenile Probation Officer and a part time Case Manager.

Water System

14. To approve a construction contract under the Stormwater Management Unit Price Contract with K.M. Davis Contracting Co., Inc. for FY19 Small Projects, Program No. SW1990.

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15. To approve the purchase of two tracts of vacant floodplain property at 2931 Clay Road and 2971 Clay Road, Program No. SW2005.
16. To approve an agreement with HEPACO, LLC for cleaning and disinfection services for South Cobb Water Reclamation Facility Influent Lift Station Recovery, Program No. T5004.
17. To approve the purchase of replacement pump motors for the South Cobb Water Reclamation Facility Influent Lift Station Recovery, Program No. T5004.
18. To approve a List of Prequalified Contractors for Water and Sewer Line Construction, Cured-in-Place Sewer Pipe Rehabilitation Construction, and Manhole Rehabilitation Construction to become effective June 25, 2019.

Transportation

19. To authorize the installation of speed humps on First Drive, and authorize procurement of professional services for same.
20. To authorize the donation of surplus Ethernet switches to the Georgia Department of Transportation.
21. To approve Change Order No. 1 (final) to the contract with Axtell's, Inc., for Taxiway B and South Apron Crack Seal and Remarking at Cobb County International Airport – McCollum Field, Project No. A102, CCDOT Contract No. 001395.
22. To approve Change Order No. 1 (final) to Work Order No. F5 to the 2017 Master Contract with Michael Baker International, Inc., for construction administration services for Taxiway B and South Apron Crack Seal and Remarking at Cobb County International Airport – McCollum Field, Project No. A102, CCDOT Contract No. 001188.
23. To approve Change Order No. 1 to the contract with Cooper and Company General Contractors, Inc., for Construction Management at Risk construction services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations, Project No. 4826-3, CCDOT Contract No. 001246.

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Public Services Agency

PARKS

24. To authorize the expenditure of funds for the necessary repair/replacement/resurfacing of tennis courts in county parks from collected cellular tower revenues.

Support Services Agency

Support Services Administration

25. To ratify the action of the Board taken in executive session authorizing an Agreement for Purchase and Sale for the sale of certain real property located at 57 Waddell Street not required for County purposes to Gregory, Doyle, Calhoun & Rogers, LLC, through the brokerage firm of McWhirter Realty Partners.
26. To ratify the action taken by the Board in executive session authorizing a Second Amendment to Lease with the Board of Regents of the University System of Georgia, for use by Kennesaw State University, for property located at 57 Waddell Street, through the brokerage firm of McWhirter Realty Partners.

Information Services

27. To authorize the purchase of Panasonic CF-33 Rugged Tablets and accessories for Cobb County Fire and Emergency Services (CCFES), under provisions of Georgia Department of Administrative Services Contract 99999-SPD-T20120702-0006 with ARC.
28. To approve Statement of Work No. 7 to the Master Services Agreement with CGI Technologies and Solutions, Inc. (CGI) for professional services hours on a time and materials basis for Cobb County's Financial Services and Human Resources applications (the AMS System).

Public Safety Agency

Police Department

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29. To authorize the acceptance of a donation from Todd Droege, Boy Scout Troop 27, for a DJI Mavic 2 Pro Drone.

911 Emergency Communications

Community Development

30. To suspend the acceptance of all applications for permanent signs larger than 60 square feet in size until August 27, 2019 while staff finishes proposed amendments to the sign ordinance, unless such amendments are submitted and approved by the Board of Commissioners prior to that date.
31. To authorize the Chairman to execute applications to rezone county owned property located in the 19th District, Land Lot 470, Parcel 3, northeast of the intersection of Macland Road and Ernest Barrett Parkway.

Finance

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

County Clerk

33. To approve minutes.

REGULAR AGENDA

County Manager

34. To approve a Memorandum of Understanding with the Cobb Veterans Memorial Foundation, Inc., to establish a procedure for oversight of contributions from the County related to construction of a veterans' memorial monument at 542 South Fairground Street.

Transportation

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35. 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 New Macland Road, Project No. X2608.
36. 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 I-20 Eastbound Ramps at Riverside Parkway, Project No. X2409.
37. To approve a contract with C.W. Matthews Contracting Company, Inc., for intersection improvements on Lost Mountain Road at Midway Road/Mirror Lake Drive, Project No. X2308, CCDOT Contract No. 001329.
38. To approve a contract with Excellere Construction, LLC for John Ward Road Sidewalk, Project No. X2702, CCDOT Contract No. 001438.
39. To approve Change Order No. 1 (final) to Project No. X2529 to the 2018 Countywide Unit Price Contract with Detection Engineering Technology, Inc., for Pedestrian Signal Pole Replacement, CCDOT Contract No. 001345.
40. To approve Change Order No. 1 (final) to Project No. X2254 to the Countywide Unit Price Contract with Chatfield Contracting, Inc., for emergency repairs on Fox Lane, CCDOT Contract No. 001407.
41. To approve Change Order No. 2 (final) to the contract with Butch Thompson Enterprises, Inc., for McPherson Road Sidewalk, Project No. X2742, CCDOT Contract No. 001294.
42. To approve Change Order No. 2 (final) to the contract with Tidwell Bridge Company, for bridge replacement on Casteel Road over Piney Grove Creek, Project No. X2105, CCDOT Contract No. 001270.
43. To approve a Memorandum of Agreement with Cobb County Marietta Water Authority for restoration of structures on Interstate North Parkway Trail, State Project No. TEE-0008-00(100), State P.I. No. 0008100, Cobb County Project No. D11H0.

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- 44. To approve a Utility Relocation Agreement with Georgia Power Company for preliminary engineering and relocation of facilities on Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001477.
- 45. To authorize reimbursement to Georgia Power Company for utility pole replacement required for Advanced Transportation Management Systems – Intelligent Transportation Systems Communications, Phases 1C, 2, and 3A, Project No. X2502.
- 46. To adopt a resolution authorizing the submission of a Better Utilizing Investments to Leverage Development Grant application to the U.S. Department of Transportation for construction of Akers Mill Road Managed Lane Access, Phase 2.
- 47. To authorize submission of two Applications for Utility Occupancy to AECOM/Norfolk Southern for Advanced Transportation Management Systems - Intelligent Transportation System Communications, Phases 1C, 2, and 3A, Project No. X2502.
- 48. To approve a Facility Encroachment Agreement with CSX Transportation, Inc., for Advanced Transportation Management Systems - Intelligent Transportation System Communications, Phases 1C, 2, and 3A, Project No. X2502.

Public Services Agency

PARKS

- 49. To approve a contract with Cooper Carry, Inc. to provide professional design and construction administration services for improvements at Old Clarkdale Park, under the Cobb County PARKS 2016 SPLOST Program.

Property Management

- 50. To approve a contract with John W. Spratlin and Son LLC to establish the Guaranteed Maximum Price for Construction Manager at-Risk services to build replacement Fire Station 17.

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51. To approve Supplemental Agreement No. 1 to the contract with Albion Scaccia Enterprises, LLC, to establish the Guaranteed Maximum Price for the renovation and expansion of Switzer Library, formerly Central Library, a 2011 and 2016 SPLOST project.

Community Development

52. To approve a Business Investment Grant to *Vnde Blockchain* from the Cobb County Entrepreneurship & Innovation Incentive Program.
53. To approve a Business Investment Grant to *Clutch Creations LLC* from the Cobb County Entrepreneurship & Innovation Incentive Program.
54. To approve a Business Investment Grant to *Brilliant Coworking* from the Cobb County Entrepreneurship & Innovation Incentive Program.

Finance

55. To adopt a Supplemental Resolution authorizing the issuance and sale of \$64,000,000.00 in original aggregate principal amount of "Cobb County, Georgia General Obligation Tax Anticipation Notes, Series 2019" (the "2019 TANs"), ratifying the acceptance of the lowest conforming bid and the award of the sale of the 2019 TANs to the lowest responsive bidder, and thereby ratifying the interest rate, maturity date and payment terms of the 2019 TANs, and for other related purposes.

PUBLIC COMMENT

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APPOINTMENTS

56. To approve the appointment of Doug Shaddix to the Ethics Board.

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- 57. To announce the appointment of Neil Fusillo to the Neighborhood Safety Commission.
- 58. To announce the reappointment of Andy Smith to the Neighborhood Safety Commission.

COMMISSIONERS' PUBLIC ADDRESS

Per Section 2.01.01 of the Rules of Procedure of the Board

ADJOURNMENT

RESPONSE TO PUBLIC COMMENT

- 59. Response letters from the May 28, 2019 Board of Commissioners Regular Meeting.
- 60. Response to public comment for the May 28, 2019 Board of Commissioner's meeting.
- 61. Response letters from the 28 May 2019 Board of Commissioners Regular Meeting.



BOC Commissioner (District 2)

Item No. 1.

Bob Ott, Commissioner

District 2

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Bob Ott, Commissioner

DATE: June 25, 2019

PURPOSE

To present Certificates of Recognition to the members of the Walton High School Lacrosse Team.

BACKGROUND

Walton High School Lacrosse Team claimed it's second Class 6A/7A state championship on May, 18, 2019. In dramatic fashion the Walton Boys scored within 18 seconds of sudden-death overtime to beat the defending champ Lambert at the Fifth Third Bank Stadium. Coach Spatz said "any time there was adversity we faced, we took it." The first state crown for the Raiders was in 2011.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners present Certificates of Recognition to members of the Walton High School Lacrosse Team in recognition of the 2019 Class 6A/7A State Championship.

ATTACHMENTS

None



BOC Chair

Michael H. Boyce, Chairman

Districts All

Item No. 2.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Michael H. Boyce, Chairman

DATE: June 25, 2019

PURPOSE

To acknowledge William Volckmann, Jr.'s completion of his Career Development Plan by obtaining a Certificate in Public Financial Management.

BACKGROUND

William Volckmann was appointed to the position of Finance Director/Comptroller for Cobb County on April 25, 2017. As a part of his Career Development Plan, Mr. Volckmann was required to obtain a Certified Public Financial Officer (CPFO) designation. On August 22, 2018, his plan was modified to obtain a Certificate in Public Financial Management as provided by the Georgia State University's Andrew Young School Center for State and Local Finance. This Certificate completes his Career Plan.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners acknowledge William Volckmann, Jr.'s completion of his Career Development Plan by obtaining a Certificate in Public Financial Management as approved by the County Manager on August 22, 2018.

ATTACHMENTS

None



BOC Commissioner (District 4)

Item No. 3.

Lisa Cupid, Commissioner

District 4

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Lisa Cupid, Commissioner

DATE: June 25, 2019

PURPOSE

To recognize Christian Flournoy for achieving the highly recognized and honored rank of Eagle Scout.

BACKGROUND

Christian earned the rank of Eagle Scout at 13 years of age, following in the footsteps of Former Secretary of State, Rex Tillerson.

Christian resides in Mableton GA and is an 8th grade student at The Westminster Schools in Atlanta, GA. He currently serves as Chaplain's Aide for Troop 197 and is the 8th grade Class Representative. Christian is a nominee for the Harvard Diversity Debate Project and has won numerous awards at the Middle School Debate Tournament.

For his Eagle Scout Project, Christian built a Gaga Ball Pit for the Summer Camp at The Westminster, where kids from around the metro Atlanta area will get a chance to enjoy an alternative sport.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners recognize Christian Flournoy for achieving the highly recognized and honored rank of Eagle Scout.

ATTACHMENTS

None



BOC Commissioner (District 4)

Item No. 4.

Lisa Cupid, Commissioner

District 4

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Lisa Cupid, Commissioner

DATE: June 25, 2019

PURPOSE

To present a certification of appreciation to the members of American Legion Post 29, Marietta Georgia.

BACKGROUND

This certificate is being awarded to the members of the American Legion Post 29 in recognition of their dedicated service for adopting and maintaining the Shiloh II Cemetery (D19 LL027) on Dallas Highway. Once overtaken by weeds from its gate, it's now be cleaned up and taken care for by individuals who care.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners present a Certificate of Recognition to the American Legion Post 29 for 10 years of dedicated service.

ATTACHMENTS

None



Community Development

Item No. 5.

Jessica Guinn, Director

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jessica Guinn, Director

DATE: June 25, 2019

PURPOSE

To conduct the second public hearing to solicit comments and input on the proposed amendments to the Official Code of Cobb County Part I Chapters 2 (Administration), 6 (Alcoholic Beverages), 118 (Traffic and Vehicles), and 134 (Zoning) of the Cobb County Code and to consider adoption of the proposed amendments.

BACKGROUND

At various times throughout the year, the Board of Commissioners has directed the Community Development staff to prepare amendments to the Official Code of Cobb County in order to address concerns identified during the course of routine community development activities. Staff has further been directed to bring these amendments forward in a timely fashion.

The first public hearing for these proposed code amendments was conducted by the Board of Commissioners on May 28, 2019. A public hearing was also conducted by the Planning Commission on June 4, 2019. The Planning Commission has provided recommendations to staff on items contained in Chapter 134 that are attached. The BOC's second and final public hearing on the attached draft code amendment package will occur on June 25, 2019 at 7:00 P.M. The Board of Commissioners may consider any of the amendments or variations on the amendments contained in the code amendment package after the conclusion of the second public hearing.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners conducts the second public hearing to solicit comments and input on the proposed amendments to Chapters 2 (Administration), 6 (Alcoholic Beverages), 118 (Traffic and Vehicles), and 134 (Zoning) of the Cobb County Code and to consider adoption of the proposed amendments.

ATTACHMENTS

1. PLANNING COMMISSION RECOMMENDATIONS June 2019
2. Code Amendment

PLANNING COMMISSION RECOMMENDATIONS

MOTION: Motion by Porter, second by Beloin, to recommend **approval** of Section 134-37 (34 a and b) *Purpose Built Student Housing*, with the following changes:

134-37. – Special Land Use Permits.

(34) Purpose Built Student Housing

134-37 (34 a) – Revise to read: “...*Regional Activity Center, **Community Activity Center, or High Density Residential** Future Land Use designations*”

134-37 (34 b) - Strike

VOTE: **ADOPTED** 4-1, Beloin opposed

MOTION: Motion by Porter, second by Gunther, to recommend **approval** of Section 134-37 (34 c - p) *Purpose Built Student Housing*, with the following changes:

134-37 (34 c) – Revise to read: “... *one vehicle for each unit **bed. Additional parking shall be provided for visitors. Provide accommodation for Ride Share pick up and drop off.***”

NOTE: These parking requirements should also be added to Section 134-272.

134-37 (34 d) – Add to the end: “**Traffic counts should be within the last three years.**”

134-37 (34 h, i, k, l, o) – strike these

134-37 (34) – Add item to read as follows: “**Density shall be calculated using equivalent apartment units rather than the actual number of units. There shall be .5 equivalent apartment units per bedroom.**”

134-37 (34) – Add item to read as follows: “**On-site Management shall be required.**”

VOTE: **ADOPTED** 5-0

MOTION: Motion by Porter, second by Gunther, to recommend **approval** of Section 134-287 – *Unattended Donation Drop Boxes*, with the following changes:

134-287. – Unattended Donation Drop Boxes

Definitions.

- Modify *donation drop boxes* definition to read: “**Donation drop boxes means any enclosed container or receptacle made of metal, steel, or a similar durable material and designed or intended for the donation and temporary storage of clothing or other materials.**”

- Add definition for *unattended donation drop box* to read: **“‘Unattended’ in relation to donation drop box means no person who is employed by the operator of the drop box is present at the drop box to assist in receipt of donations.”**

134-287.1. – Registration required; dates of issuance, expiration, response.

- Revise to read: **“It shall be unlawful to erect, place, maintain or operate an unattended donation drop box (“UDDB”) without first registering with the community development agency and obtaining a registration sticker, UDDBs existing prior to February 23, 2016 that are Relocation of any UDDB on the same site or any other parcel within unincorporated Cobb County shall require a new registration.**

134-287.3. – Design of UDDB.

- Add to the end: **“All UDDBs shall be made of metal, steel, or similar durable materials. No wood or cardboard UDDBs are allowed.”**

134-287.6. – Management, Maintenance; Requirements.

134-287.6a – Add to the end: **“All UDDBs must be checked at least semi-monthly and cleaned at least quarterly.”**

134-287.6f – Revise to read: “... may result in **the permit being revoked and/or** removal of the UDDB...”

VOTE: **ADOPTED 5-0**



COBB COUNTY
COMMUNITY DEVELOPMENT AGENCY

P. O. Box 649
Marietta, GA 30061-0649
Phone: (770) 528-2128 Fax: (770) 528-2126
jessica.guinn@cobbcounty.org

Jessica Guinn, AICP
Director

TO: Code amendment recipients

FROM: Jessica Guinn, Director

DATE: June 19, 2019

RE: Revised draft code amendments – 2019 draft amendment package I, version II

Attached please find the revised draft amendments to the Cobb County Code for the June 2019 code amendment cycle, known as amendment package I, version II. This package incorporates comments received via the public hearings conducted on May 28, 2019, and June 5, 2019, and recommendations from the Planning Commission. The modifications from the previous draft are summarized as follows:

Chapter 2. Article V. Economic Development- Section 2-166. - Definitions.

- The term fiscal impact has been revised to reflect that proposed expenditures as they relate to the county's approved incentive programs may be provided from the Cobb Business Innovation Grant Fund.

Chapter 6. Article I. In General – Section 6-1. - Definitions

- Clarifies that all Food Hall Cafes within a Food Hall do not have to be licensed to serve alcohol when they will not be serving alcohol.
- Clarifies that Food Hall Cafes may have shared seating by establishing that there are a sufficient number of total seats within its premises and/or the common seating area with the Food Hall.
- Further clarifies that a Food Hall Café may utilize one or more other Food Hall Cafes within the same Food Hall by written agreement to satisfy the requirements of meal service and alcohol/food sales ratio.

Chapter 134. Zoning; Sec. 134-1 - Definitions; Sec. 134-37 – Special Land Use Permits -Division 1 – Generally; Sect. 134-206 – RM-12 residential district- Article IV. - District Regulations; Sect. 134-207 – RM-16 residential district – Article IV. District Regulations; Sect. 134-216. – UVC urban village district. Article IV. District Regulations; Sect.134-217. – PVC planned village community district. Article IV. District Regulations; Sec. 134-228. – RR regional retail commercial district.

- Adds Community Activity Center (CAC) and High Density Residential (HDR) to the list of Future Land Use categories in which purpose built student housing would be allowed.
- Removes the requirement for principal access to student housing developments from an arterial or major collector roadway.
- Clarifies requirements for on-site parking, including visitor parking and accommodation for ride share service pick up/drop off.
- Clarifies that traffic studies should be based on counts no older than three (3) years.
- Removes maximums for building height and impervious surface coverage (allows underlying zoning district regulations to prevail).
- Removes internal driveway width minimums (allows DOT and Fire Marshal standards to prevail).
- Adds a unit equivalency for calculating density (1 bedroom equals 0.5 units).
- Adds a requirement for on-site property management.

The amendments contained in the revised draft amendments to the Cobb County Code for the June 2019 code amendment cycle, known as amendment package I, version II will be considered by the Board of Commissioners on Tuesday, June 25, 2019, at 7:00 pm. The agenda item will be considered in the Board of Commissioners Meeting Room on the 2nd Floor of 100 Cherokee Street, Marietta, GA 30060.

Hard copies of this memorandum and the revised draft amendments to the Cobb County Code for the June 2019 code amendment cycle, known as amendment package I version II, will be provided to the Board of Commissioners, County Manager, County Clerk, and the Clerk of the Superior Court.

Thank you.

2019 CODE AMENDMENTS

Official Code of Cobb County Part I. - Chapters 2, 6, 118, & 134

Package I (revised)
Version II - distributed on June 19, 2019

Board of Commissioners Public Hearing Dates
May 28, 2019 – 7:00 pm
June 25, 2019 – 7:00 pm

Planning Commission Public Hearing Date
June 4, 2019 – 9:00 am

Cobb County Community Development
P.O. Box 649
Marietta, GA 30061
www.cobbcounty.org



Cobb County...Expect the Best!

PART 1. – OFFICIAL CODE OF COBB COUNTY, GA

CHAPTER 2 -- ADMINISTRATION

Article V. Economic Development

Section 2-166 of the Official Code of Cobb County, is amended to read as follows:

Sec. 2-166. - Definitions.

...

~~Economic impact requirement means that a target business shall generate sufficient governmental revenues to meet or exceed the net present value of incentives.~~

Fiscal impact shall mean any anticipated budgetary or other financial impact that may result from the proposed expenditure from the Cobb Business Innovation Grant Fund, decision, or undertaking related to an applicant seeking economic incentives from Cobb County.

Incentive period means a period of time, as determined by the division of economic development with the concurrence of the county manager and chairman of the board of commissioners or designee, to represent the period of time when the new jobs and ~~economic~~ fiscal impact requirements must be satisfied.

...

Section 2-172 of the Official Code of Cobb County, is amended to read as follows:

Sec. 2-172. - Targeted industry incentive program.

...

Unless otherwise provided, no incentive shall be offered or made available to an eligible business for the targeted industry incentive program unless two of the following criteria are met:

- a. Add at least 25 new jobs;
- b. Pay an average salary at least 1.25 times the county average for that industry as determined by the state department of labor in the employment and wages annual report; or
- c. Have an estimated ~~economic impact~~ fiscal impact with a net present value of at least \$250,000.00 to the county during the incentive period.

...

Chapter 6 – ALCOHOLIC BEVERAGES

ARTICLE I. – IN GENERAL

Section 6-1 of the Official Code of Cobb County, is amended as follows:

Section 6-1 of the alcohol ordinances.

...

Food Hall means an area containing multiple Food Hall Cafes, as defined in this section that share a common area of seating and tables for their customers collectively, as provided in this section, within a building located in certain mixed-use developments identified in section 6-133

Food Hall Café means a restaurant located within a Food Hall. Although seating for a Food Hall Café may be shared with other Food Hall Cafes, the applicant can satisfy the minimum seating requirements for a restaurant by establishing that there are a sufficient number of total seats within its own premises and/or the common area of seating within the Food Hall such that each licensed café could independently meet the 20-seat requirement. This provision does not require seating to be contiguous or separately designated, but does require a sufficient amount of total seating to cover all establishments licensed as Food Hall Cafes within the Food Hall. A Food Hall Café may utilize one or more other Food Hall Cafes within the same food hall, by written agreement with any such other Food Hall Café, to satisfy the requirements of meal service and the alcohol/food sales ratio identified in section 6-1. In order to qualify for this inclusion, the other Food Hall Cafes must be (a) located in the same Food Hall as the Food Hall Café seeking to utilize the other Food Hall Café's meal service and alcohol/food sales ratio; and (b) be available, open and prepared to serve food every hour that alcoholic beverages are offered for sale from any portion of the Food Hall premises.

...

Sec. 6-130

(a) No license for the sale of alcoholic beverages by the drink shall be issued to any applicant who does not meet the requirements of a restaurant, food hall café, amusement park, hotel, or private club, lounge, bar, or nightclub as defined in this chapter.

Chapter 118 – TRAFFIC AND VEHICLES

ARTICLE VII. – BIKE SHARE INFRASTRUCTURE

DIVISION 1. – IN GENERAL

Chapter 118-350. – Purpose and intent

The purpose of this section is to establish a Bike Share permitting system in Cobb County for the general public by regulating the application, operation, and management of privately owned bike sharing rental services for use on Cobb County right-of-way, guiding the bicyclists' behaviors in riding and parking, and specifying the allowable areas (operating zones) for bike sharing activities. Nothing in this chapter shall be construed in any way to abrogate or limit the immunities and protections provided to the County by the Constitution and laws, rules and regulations of the State of Georgia.

Chapter 118-351. – Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bike Sharing Rental Program (Program) means a system funded, managed and operated by one or more Bike Share Operators that provides the general public with non-electric and/or electric bikes that can be rented on a short-term basis from locations on both private and public property including the public right-of-way;

Bike Share Operator (Operator) means a private entity that owns, manages and operates a bike sharing rental service;

County means Cobb County;

Customer means a customer who rents and rides a shared bike from a Bike Share Operator;

Department means Cobb County Department of Transportation

Dockless Bike means a shared bike that does not require a fixed facility in the bike rental process;

Fleet means the total amount of shareable bikes for an Operator;

Furniture Zone means the section of the sidewalk between the curb and the through zone in which street furniture and amenities, such as landscape strips, benches, and signs are provided;

Kiosk means a structure containing self-service payment bikes located at a station at which bikes are rented;

Bike Share Station License means a license issued by the Department which allows for installation of self-service bike rental stations on county property;

Lock-to Bike Share Parking means parking which requires that shareable bikes be locked to a fixed object for permanent parking. Cobb County requires the lock-to-bike parking for all shareable bikes;

Operating Zone means the areas designated by the County that allow shareable bikes. The operating zone is based on the existing trails, greenways, Community Improvement Districts, and other bike-friendly areas. The Department reserves the right to make any changes to the operating zone;

Permanent Parking means parking when customers stop using and end the rental of the bikes, or parking when operators distribute or rebalance the bikes, or any parking longer than 60 minutes;

Bike Share Operating Permit (Permit) means a bike share permit issued by the Department pursuant to this ordinance which allows a Bike Share Operator to operate a Bike Share Program within Cobb County operating zones;

Relocate/Rebalance means the activity of the operator collecting and redistributing the bikes to certain locations, generally for the purpose of avoiding having too many bikes in one location;

Removal means the activity of the Cobb County staff removing a bike from any location in the public right-of-way and public property where a bike is prohibited by any regulation;

Ride means a customer's riding activity from one place to another during a trip;

Shareable Bike (Bicycle, Bike) means a self-service rental bike provided by an operator in the bike sharing rental program;

Station means a self-service bike rental station in the right-of-way or on private property where bikes are made available for rental without the requirement that employees or attendants be present to accept rental payments from customers, rent bikes to customers, or receive returned bikes. A Station may include bike parking facilities (racks, posts, corrals), kiosks, information boards, and operator identification;

Station-based Bike means a bike which requires fixed facilities (e.g. station, kiosk, racks, corrals, or poles) in the bike rental process;

Sub-Operating Zone means a subdivision of the operating zone. The subdivision is based on the jurisdictions, subdivision of trails, and Community Improvement Districts. Currently, there are four sub-operating zones in unincorporated Cobb: Town Center, Atlanta Street, Silver Comet, and Cumberland. The Department reserves the right to make any change to the sub-operating zones;

Temporary Parking means parking during a user's rental trip. Temporary parking is greater than 10 minutes but less than 60 minutes;

Trails means the existing multiple-use paths, tracks, or lanes designated by Cobb County Greenways & Trails Masterplan;

Transit Zone means the section of the sidewalk located sixteen (16) feet and six (6) inches from a bus stop location;

Trip means the overall bike activity of a customer during a bike rental. A trip includes rides and temporary parking; and

User means a user of a shareable bike.

DIVISION 2. – APPLICATION

Chapter 118-352. – Application.

- (a) Operating a Bike Share rental service in Cobb County requires a Bike Share permit. Any company interested in obtaining a Bike Share permit shall annually submit an application to the Department. The application must include the following items:
- (1) Table listing all the Bike Share policies and the applicant's responses;
 - (2) Insurance documentation;
 - (3) Escrow account documentation;
 - (4) Images and description of device, facility, and mobile application;
 - (5) Proposal of bike stations and kiosks, if there are any, including number of, height, size, locations and design;
 - (6) Size of fleet at launch, including any planned fleet expansions in the following 6 months;
 - (7) Plan for educating users on proper riding, parking, and operation;
 - (8) Plan for encouraging compliance with state and local law; and
 - (9) Staffing and operations plan.
- (b) If the application meets all the requirements, operators will need to submit the items below prior to issuance of the permit.
- (1) Proof of receiving a Cobb County business license;
 - (2) Indemnification agreement; and
 - (3) Bike Share Station license application for each station.
- (c) Permit requirements may be adjusted yearly to accommodate changing technology, needs, and priorities.

Chapter 118-353. – Escrow Account

- (a) Operators shall provide a payment of \$25 per bike into an escrow account, with a cap of \$10,000. The form of the escrow account shall be approved by the County. These funds shall be accessible to the County for future public property repair and maintenance costs that may be incurred for removing and storing bikes improperly parked, or if a company is not present to remove bikes if the license is terminated. If an operator increases the size of their fleet, the payment in escrow account shall be adjusted appropriately before deploying additional bikes.
- (b) Any fees arising from the need for removal by the County from any location where a bike is prohibited under this section shall equal the County crews' hourly rate plus fifty percent (50%).

DIVISION 3. – OPERATING REQUIREMENTS

Chapter 118-354. – Liability and insurance

- (a) All operators shall agree to utilize the licensed area for stations in the bike sharing rental program at its sole risk and expense and to release Cobb County expressly and specifically from any responsibility or obligation for damage to the operator's improvements resulting or occurring from the use of the right-of-way of Cobb County. The operator agrees to indemnify and hold the County, its Board of Commissioners, in both an individual and representative capacity, its agents, employees and representatives harmless from and against any and all claims, suits, damages, property damage, personal injuries or damage including death, judgements, causes of action, liens, costs and legal expenses including attorney's fees resulting from or alleged to have resulted from the installation, and/or existence, and/or maintenance operation or any other aspect of the operation and use of the stations and the bikes.

- (b) All operators shall procure and maintain, at their sole cost and expense, with an insurance company rated not less than "A", and authorized to do business in the State of Georgia, the following types of insurance:
 - (1) Commercial General Liability Insurance: \$1,000,000.00 single limit per occurrence, \$2,000,000.00 in the aggregate for bodily injury, personal injury and property damage including products/completed operations coverage, and naming Cobb County, its officers, agents, and employees as an additional insured.
 - (2) Automobile Liability Insurance: \$ 1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
 - (3) Workers' Compensation and Employer's Liability Insurance: Workers' Compensation limits as required by the laws of the State of Georgia and Employer's Liability limits of \$500,000.00 per accident, and naming Cobb County, its officers, agents, and employees as an additional insured.
- (c) Operators shall provide certificates of insurance and endorsements evidencing that these coverages shall not be cancelled by Operator or Insurer without at least thirty (30) days written notice to the Department, except ten (10) days' notice for non-payment of premium.
- (d) At any time, upon the County's request, Operator shall cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements
- (d) Failure to maintain insurance shall be cause for revocation of permit.

Chapter 118-355. – Right-of-way

- (a) Operators must acquire a Bike Share Station License from the County for the installation of each station in the public right-of-way.
- (b) All operators must comply with all local, state, and federal laws.
- (c) All fixed objects installed by the Operators shall not be placed in a way that impedes the regular flow of travel in the public right-of-way, in a way that impedes the five (5) feet passing areas on the sidewalk for ADA compliance, or in a way that obstructs intersection or driveway sight lines.
- (d) All fixed objects installed by the Operators shall conform to the AASHTO Roadside Design Guide for clear zone requirements.
- (e) Use of the licensed area for bike stations and/or bike parking racks shall not interfere with the County's use of that right-of-way or with any other facilities or utility lines installed therein. If utility lines must be relocated for installation (subject to approval by the County), all costs related to relocation of said utilities shall be at the Operator's expense.
- (f) The County shall retain the right to utilize the licensed area for roadway, trail or utility purposes without compensation to operators for any improvements situated thereon should the licensed area be necessary for public roadway, trail or utility improvements.
- (g) Use of the public right-of-way and public properties in the bike sharing rental program shall in no way affect the validity of the County's title to such property, shall not in any way constitute the conveyance of any interest compensatory or otherwise in the subject real property, and shall in no way modify or restrict the use of rights of the County, in and to the subject property to be used by the operators as outlined herein.

Chapter 118-356. – Safety

- (a) All bikes used in the bike sharing rental program shall meet the standards outlined in the Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512 – Requirements for Bikes.
- (b) Any electric bikes used in bike sharing rental program shall meet the National Highway Traffic Safety Administrations (NHTSA) definition of low-speed electric bikes, and shall be subject to the same safety

- and speed requirements as non-electric bikes, including but not limited to travel at a top motor-powered speed of less than 20 miles per hour.
- (c) All bikes used in the bike sharing rental program must comply with all applicable Georgia and local laws, including but not limited to the Uniform Rules of the Road requirements set out in Title 40 of the Official Code of Georgia pertaining to front and rear lights, bell, and reflectors requirements including the requirement that every bike shall be equipped with a front light which shall emit a white light visible from a distance of 300 feet and a rear light which shall emit a red light visible from a distance of 300 feet.
 - (d) Each bike shall be equipped with a locking mechanism and/or smart technology equipment to prevent theft, as well as GPS tracking to track ridership data, owned and provided by the operator.
 - (e) All non-electric bikes shall have visible language that notifies the user that:
 - (1) The user shall yield to pedestrians at all times;
 - (2) The user shall not ride while under the influence of alcohol or drugs;
 - (3) Wearing a helmet while riding is encouraged.

All electric bikes shall have visible language that notifies the users of (1) and (2), and (3) shall be replaced by the following:

- (1) Wearing a helmet while riding is required.
- (a) All operators shall provide a mechanism for customers to notify the company that there is a safety or maintenance issue with any bike.
- (b) All bikes shall be used within the operating zone. The operating zone will be posted on a county GIS website. The operating zone will be updated every 6 months by the Department, or as needed.
- (c) All operators shall provide a mechanism to inform the users about the operating zone and remind the users when riding out of the operating zone.
- (d) Users of bikes in the bike sharing rental program must be 18 years old or older.
- (e) The County is not responsible for educating users regarding helmet requirements and other laws. Neither is the County responsible for educating users on how to ride or operate a bike. Permitted operators agree to educate users regarding laws applicable to riding and operating a bike in the County and to instruct users to wear helmets and otherwise comply with applicable laws.

Chapter 118-357. – Parking

- (a) For station-based operators, stations should be located primarily within the public right-of-way and the trails. Stations may also be located on other public property, including parks, parking lots/garages, events venues, etc., or be located on private property, provided that the property owner contractually agrees to allow 24/7 public access to the Bike Share station. The operators must work with the County to identify the desired area(s) and station(s) spacing for each implementation phase, including ongoing system refinement.
- (b) For permanent parking, lock-to bike share parking is required. Bikes must be parked in the parking stations operated by the same operator, with use of that operator's parking racks, corrals, poles, or other designated parking areas for bikes.
- (c) For temporary parking, bikes shall be parked in the areas and locations designated by section 118-357(b), or may be parked in the furniture area of the sidewalk or trail.
- (d) Restrictions to eligible bike parking zones on sidewalks:
 - (1) Bikes shall not be parked at the corners of sidewalks or the trails.

- (2) Bikes shall not be parked in a way that impedes the regular flow of travel in the public way, or in a way that impedes the 5 feet clearance area on sidewalks needed for ADA compliance.
- (3) Bikes shall not be parked in a buffer zone between a road and the sidewalk or trail if the zone is less than five feet wide
- (4) Bikes shall not be parked on the improved surface of a multi-use trail
- (5) Bikes shall not be parked in transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bike parking facilities
- (6) Bikes shall not be parked in loading zones
- (7) Bikes shall not be parked in disabled parking zones
- (8) Bikes shall not be parked in any street furniture zone that requires pedestrian access to benches, parking pay stations, bus shelters, transit information signs, etc.
- (9) Bikes shall not be parked in curb ramps
- (10) Bikes shall not be parked in entryways
- (11) Bikes shall not be parked in driveways
- (12) Bikes shall not be parked in front of a fire hydrant or within a fire lane
- (e) Bikes shall be upright when parked. Bikes can only be parked on hard surfaces within the landscape/furniture zone.
- (f) The Department retains the right to create geo-fenced stations within certain areas where bikes shall be parked.
- (g) All permitted operators shall provide, on every bike, contact information for bike relocation requests.
- (h) All operators shall educate users regarding the bike parking regulations with information at the station, on the bikes, or in the App.
- (i) Any bike that is parked incorrectly shall be re-parked in a correct manner or shall be removed by the operator based on these times:
 - (1) 6am to 6pm on weekdays, not including holidays - within four hours of receiving notice.
 - (2) All other times – within 15 hours of receiving notice.
- (f) Operator shall be responsible for reimbursing the County for all costs associated with removal.
- (g) Any bike that is parked in one location for more than 14 consecutive days without moving must be evaluated and/or moved by the operator. If the bike remains in one location after 14 days, it may be removed by the County and taken to a County location for storage at the expense of the operator.

Chapter 118-358. – Operations

- (a) All operators shall have a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions.
- (b) All operators shall provide the County with a direct contact for local staff.
- (c) All operators shall relocate or rebalance bikes based on the following time periods:
 - (1) 6am to 6pm on weekdays, not including holidays - within four hours of receiving notice.
 - (2) All other times – within 15 hours of receiving notice.
- (d) Any inoperable bike, or any bike that is not safe to operate shall be removed from the right-of-way or public property within 24 hours of notice by any means to the operator by any individual or entity, and shall be repaired before putting the bike into revenue service.
- (e) Bike Share operators shall rebalance bikes to keep the minimum and maximum requirement for each sub-operating zone.
- (f) Operators shall provide a map on each station to inform customers of the operating zone.

- (g) All operators shall have a minimum bike fleet of 50 bikes.
- (h) The minimum fleet size of standard bikes for Town Center, Cumberland, and Silver Comet sub-operating zones is 5 bikes for each operator. The maximum fleet size of each sub-operating zone in unincorporated Cobb County is 150 bikes for each operator and 500 bikes for all operators in total.
- (i) For each operator, fleets in the unincorporated Cobb are limited to 100 bikes during the first month of the operation, 200 bikes during the second month of the operation, and 300 bikes during the third month of the operation. If there is a need to exceed the maximum amount of bikes, approval must be granted by the County.
- (j) Operators shall meet the minimum fleet size and the minimum fleet size for each sub-operating zone within four weeks of initial launch date and within four weeks of this article taking effect.
- (k) All applicants for the bike sharing rental program shall include the fleet size in their application. Operators shall notify the County if they plan to change their fleet size two weeks before deployment.
- (l) If the County incurs any costs addressing or abating any violations of these requirements, or incurs any costs of repair or maintenance of public property, upon receiving written notice of the County costs, the operator shall reimburse the County for such costs within thirty days.
- (m) All bikes and bike stations and/or kiosks shall contain identifying company information.
- (n) All bikes shall have a unique identification number.
- (o) Stations must not display third party advertising
- (p) Operators shall attend an onsite meeting with the County staff to discuss the program and show a demonstration bike that will be deployed prior to permit approval if requested by the County.

Chapter 118-359. – Data share.

- (a) Operators shall provide Cobb County with data for the entire fleet located within the County which does not violate the users' privacy.
- (b) The County may publish real-time bike availability data to the public.
- (c) All operators shall provide the following anonymized data for each trip record to inform and support safe and effective management of the bike share system, and for transportation planning efforts every six months. Data will be submitted to the County via an Application Programming Interface or by email to be distributed by the County.

For trips:

<u>Field name</u>	<u>Format</u>	<u>Description</u>
<u>Company Name</u>		
<u>Type of devices</u>		<u>e.g. 1 for standard bike, 2 for electric bike, 9 for others</u>
<u>Trip ID</u>		<u>e.g. 2-digit company ID+date+4-digit consecutive #</u>
<u>Trip duration</u>	<u>minutes</u>	
<u>Trip distance</u>	<u>feet</u>	
<u>Start date</u>	<u>MM,DD,YYY</u>	
<u>Start time</u>	<u>HH:MM:SS</u>	
<u>End date</u>	<u>MM,DD,YYY</u>	
<u>End time</u>	<u>HH:MM:SS</u>	
<u>Start X</u>	<u>Lon</u>	<u>decimal degree</u>

<u>Start Y</u>	<u>Lat</u>	<u>decimal degree</u>
<u>End X</u>	<u>Lon</u>	<u>decimal degree</u>
<u>End Y</u>	<u>Lat</u>	<u>decimal degree</u>
<u>Device ID</u>		<u>determined by company</u>

For rides in each trip

<u>Field name</u>	<u>Format</u>	<u>Description</u>
<u>Ride ID</u>		<u>e.g. Trip ID + 01 + 2-digit consecutive #</u>
<u>Ride duration</u>	<u>minutes</u>	
<u>Ride distance</u>	<u>feet</u>	
<u>Start time</u>	<u>HH:MM:SS</u>	
<u>End time</u>	<u>HH:MM:SS</u>	
<u>Start X</u>	<u>Lon</u>	<u>decimal degree</u>
<u>Start Y</u>	<u>Lat</u>	<u>decimal degree</u>
<u>End X</u>	<u>Lon</u>	<u>decimal degree</u>
<u>End Y</u>	<u>Lat</u>	<u>decimal degree</u>

For temporary parking in each trip

<u>Field name</u>	<u>Format</u>	<u>Description</u>
<u>Parking ID</u>		<u>e.g. Trip ID + 02 + 2-digit consecutive #</u>
<u>Ride duration</u>	<u>minutes</u>	
<u>Start time</u>	<u>HH:MM:SS</u>	
<u>End time</u>	<u>HH:MM:SS</u>	
<u>X</u>	<u>Lon</u>	<u>decimal degree</u>
<u>Y</u>	<u>Lat</u>	<u>decimal degree</u>

(d) All permitted operators will provide the following bike availability data for oversight of parking compliance and bike distribution by minutes.

<u>Field name</u>	<u>Format</u>
<u>Device ID</u>	
<u>Availability Duration</u>	<u>minutes</u>
<u>Availability Start Date</u>	<u>HH:MM:SS</u>
<u>Availability Start Date</u>	<u>HH:MM:SS</u>
<u>X</u>	<u>Lon</u>
<u>Y</u>	<u>Lat</u>

(e) All operators shall keep a record of maintenance activities, including but not limited to device identification number, maintenance time, and maintenance performed monthly.

- (f) All operators shall keep a record of reported collisions monthly.
- (g) All operators shall keep a record of discard, theft, and vandalism, including but not limited to device identification number and date monthly.
- (h) All operators shall send a report every six months to the County about the overall operations, including but not limited to aggregated system usage, a summary of bike distribution, a summary of customer comments, a summary of user breakdowns, and a summary of rebalance activities.
- (i) All operators shall be willing to distribute a customer survey, to be provided by the County, to all users annually.
- (j) All operators agree to the County using a third-party researcher. Data will be shared with the third-party researcher only for the purposes of evaluation and/or enforcement of the requirements in this ordinance.

Chapter 118-360. – Termination, Suspension and Revocation.

- (a) Cobb County may terminate the program and/or revoke any permit upon sixty (60) days certified written notice to the Operator.
- (b) Causes for suspension may include, but are not limited to, the following:
 - (1) The County may suspend an Operator's permit if Operator fails to comply with a request from the County to remove a dockless bike or a request to rebalance dockless bikes issued within the specified time period
- (c) Causes for revocation may include, but are not limited to the following:
 - (1) Operator's permit may be revoked if it is determined that Operator has made a false statement as to a material matter in the permit application
 - (2) Operator's permit may be revoked if Operator has failed to maintain insurance as required
 - (3) Operator's permit may be revoked if Operator has operated bikes that were not authorized by the permit
 - (4) Operator's permit may be revoked if Operator has failed to pay any fee required in this ordinance
- (d) Upon revocation of any permit, Operator shall remove entire fleet of bikes and shall remove all bike stations and improvements and restore the bike station and kiosk areas to the condition in which they existed prior to installation within thirty (30) days of permit revocation. All property not removed at the County's request shall become the County's property at no cost or expense to the County.
- (e) After revocation of a bike share permit, an Operator is not eligible for another permit for a period of up to two years, depending on the severity of the violation resulting in the revocation.

CHAPTER 134 -- ZONING

Sec. 134-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

...

Sec. 134-1. - Definitions.

Purpose Built Student Housing means a multi-family residential development marketed to affiliates of an academic or professional college or university, or other recognized institution of higher learning. These developments are typically located near college campuses and offer amenities such as individual leases for each occupant, fully-furnished units, and residence life programs specific to college students.

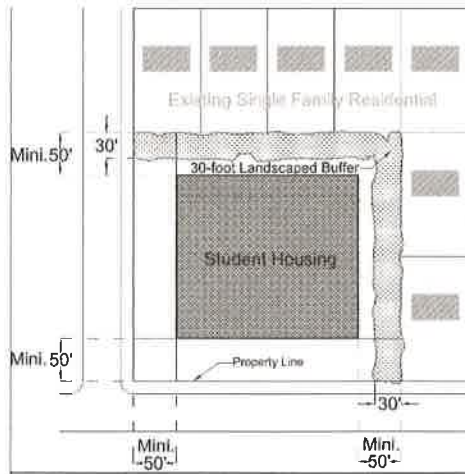
Sec. 134-37. - Special land use permits.

DIVISION 1. Generally

(34) Purpose Built Student Housing

- a. Sites shall be located in areas under the Regional Activity Center (RAC), Community Activity Center (CAC), or High Density Residential (HDR) Future Land Use designations.
- b. Sites shall be designed to accommodate on-site parking for at least one (1) vehicle for each ~~unit~~ bed. Additional parking shall be provided for visitors. Accommodation for rideshare pick up/drop off shall also be provided.
- c. Traffic impact study required per Sec. 134-121(a.)(8.) Traffic counts shall be within the last three years.
- d. Sites shall be designed with lighting that does not spill over into abutting properties and is the minimum to provide security for residents of multi-family housing developments.
- e. Buildings and sites shall be designed to minimize the transfer of noise by the use of noise absorbing/blocking material such as rough surface building facades, site fencing and vegetation.
- f. Minimum tract size is 3 acres.
- ~~g. Maximum building height is 6 stories. When adjacent to single family residential zoning districts, maximum building height is 3 stories.~~
- ~~h. Maximum impervious surface coverage: 70%~~
- i. No portion of floodplain, wetland area, or impervious community area (pools, clubhouses, tennis courts and parking facilities) may be used in calculating density.
- ~~j. If clearly defined parking lots or structures are provided, interior circulation driveways shall be 18 feet wide (from back of curb to back of curb).~~
- ~~k. Mass grading of the project tract is discouraged, unless being done to facilitate the clustering of buildings and parking away from adjacent, less intense development.~~

- l. To enhance building/site security, applicants shall coordinate with local law enforcement to develop a security plan in accordance with the standards of Crime Prevention through Environmental Design (CPTED).
- m. A 30-foot landscaped buffer shall be provided on any exterior property line that abuts existing single-family residential uses. The buffer shall be natural, but may need to be enhanced with additional landscaping to provide sufficient screening between the new development and the existing neighborhood.



- ~~n. Structures associated with the use shall be located a minimum of 50 feet from any property line.~~
- o. Floodplain and wetlands preservation requirements – Any development must meet all county, state and federal requirements relating to floodplains and wetlands. The board of commissioners encourages preservation of wetland areas.
- p. Density shall be calculated using equivalent apartment units rather than the actual number of units. There shall be 0.5 equivalent apartment units per bedroom.
- q. On-site management shall be required.

Sec. 134-206. - RM-12 residential multifamily district.
ARTICLE IV. District Regulations

...

(2) Definitions.

- e. *Purpose Built Student Housing* means a multi-family residential development marketed to affiliates of an academic or professional college or university, or other recognized institution of higher learning. These developments are typically located near college campuses and

offer amenities such as individual leases, fully-furnished units, and residence life programs specific to college students.

(3) *Permitted uses.*

Purpose built student housing (requires a Special Land Use Permit per Sec. 134-37(a)(34 a.- p-l.)).

...

Sec. 134-207. - RM-16 residential multifamily district.

ARTICLE IV. District Regulations

...

(2) *Definitions.*

- e. *Purpose Built Student Housing* means a multi-family residential development marketed to affiliates of an academic or professional college or university, or other recognized institution of higher learning. These developments are typically located near college campuses and offer amenities such as individual leases, fully-furnished units, and residence life programs specific to college students.

(3) *Permitted uses.*

Purpose built student housing (requires a Special Land Use Permit per Sec. 134-37(a)(34 a.- p-l.)).

...

Sec. 134-216. - UVC urban village commercial district.

ARTICLE IV. District Regulations

...

(2) *Definitions.*

- f. *Purpose Built Student Housing* means a multi-family residential development marketed to affiliates of an academic or professional college or university, or other recognized institution of higher learning. These developments are typically located near college campuses and offer amenities such as individual leases, fully-furnished units, and residence life programs specific to college students.

(3) *Permitted uses.*

...

Purpose built student housing (requires a Special Land Use Permit per Sec. 134-37(a)(34 a.- p-l.)).

Sec. 134-217. - PVC planned village community district.

ARTICLE IV. District Regulations

...

(2) Definitions.

- k. *Purpose Built Student Housing* means a multi-family residential development marketed to affiliates of an academic or professional college or university, or other recognized institution of higher learning. These developments are typically located near college campuses and offer amenities such as individual leases, fully-furnished units, and residence life programs specific to college students.

(3) Permitted uses.

...

Purpose built student housing (requires a Special Land Use Permit per Sec. 134-37(a)(34 a.- p l.)).

Sec. 134-228. - RRC regional retail commercial district.

ARTICLE IV. District Regulations

...

(2) Definitions.

- k. *Purpose Built Student Housing* means a multi-family residential development marketed to affiliates of an academic or professional college or university, or other recognized institution of higher learning. These developments are typically located near college campuses and offer amenities such as individual leases, fully-furnished units, and residence life programs specific to college students.

(3) Permitted uses.

...

Purpose built student housing (requires a Special Land Use Permit per Sec. 134-37(a)(34 a.- p l.)).

Sec. 134-287. – Unattended Donation Drop Boxes

ARTICLE V. Supplemental Regulations

The purpose of this chapter is to regulate the placement of unattended donation drop boxes within unincorporated areas of the county. The procedures and requirements of this chapter are intended to: promote the community's health, safety, and welfare by regulating unattended donation boxes for clothing or other salvageable personal property; ensure that unattended donation boxes do not pose a hazard to pedestrian and vehicular traffic; ensure that material is not allowed to accumulate outside of the unattended donation boxes where it can be scattered by adverse weather conditions, animal contacts

and human activities; and establish criteria that avoid attracting vermin, unsightliness, and public health hazards.

Definitions.

Donation drop boxes means any enclosed container or receptacle made of metal, steel, or a similar durable material and designed or intended for the donation and temporary storage of clothing or other materials.

Sec. 134-287.1. - Registration required; dates of issuance, expiration, response.

It shall be unlawful to erect, place, maintain or operate an unattended donation drop box ("UDDB") without first registering with the community development agency and obtaining a registration sticker. UDDBs existing prior to February 23, 2016 that are relocated on any lot within unincorporated Cobb County shall register with the community development agency.

- (a) Registration of the UDDBs shall be accompanied by:
 - i. Physical location and parcel identification number of the proposed UDDB;
 - ii. Name of UDDB owner, physical address, contact name, phone number, email address (if applicable) and website address (if applicable);
 - iii. Name of property owner, physical address, contact name, phone number, email address (if applicable) and website address (if applicable);
 - iv. A statement by the property owner, lessee, or agent that the property owner, lessee, or agent owns or lawfully occupies the subject property and that the property owner, lessee, or agent has given permission in writing to operate a UDDB on the property owner's lot, provided the UDDB owner or operator maintains a lawful county registration at all times to operate the UDDB. A duly authorized lessee or agent may provide the statement provided lessee's or agent's statement shall be under penalty of perjury that they have the authority to approve the UDDB placement. This shall not negate the property owner's liability as provided in section 134-287.2.
 - v. Information identifying the organization(s) responsible for operation and maintenance of the UDDB including a physical address, contact name, phone number, email address (if applicable) and website (if applicable) for the organization(s).
 - vi. A site plan or drawing depicting the size (height, width, and length) and location of any and all donation drop boxes located on the property; and
 - vii. The registration shall be accompanied by the appropriate registration fee. This fee shall be set by a fee schedule adopted and approved by the county manager, as may be amended from time to time. The fee schedule for donation drop box registrations under this chapter shall be on file at the community development agency.
- (b) Upon receipt of a registration form that is complete and fulfills the requirements set forth in Section 134-287.1(a), the county shall examine and process the registration. An action by the county to approve or deny the registration shall be taken within 30 days. Any complete registration for which no action has been taken after 30 days or more shall be deemed to be approved.
- (c) If the registration is incomplete or fails to meet the requirements as set forth in Section 134-

287.1(a), the county shall notify the applicant of such deficiency within thirty (30) days of its submission.

- (d) Community Development's decision to deny a registration application may be appealed to the Board of Zoning Appeals in conformance with the process set forth in Section 134-95. Such appeal shall be taken within 30 days from the date of the final decision of the administrative officer, by filing with the county clerk a notice of appeal specifying the jurisdictional grounds for appeal; the decision being appealed; the relief desired; the reason(s) why such relief should be granted and the documents relative to the issues raised in the appeal. The county clerk shall forthwith transmit to the administrative officer whose decision is being appealed and the members of the board of zoning appeals the notice of appeal with all supporting documents received.
- (e) UDDBs not registered with the community development agency within the prescribed timeframe shall be removed at the expense of the property owner, and may be subject to enforcement and fines pursuant to section 134-287.7.
- (f) The registration of a UDDB shall be valid for a period of five three years after which the owner or operator of the UDDB shall be required to reregister with the county.

Sec. 134-287.2. – Responsibility and Liability of UDDB Owner, Operator and Property Owner

- (a) UDDBs shall not be placed on private property without the express permission from the property owner or duly authorized lessee or agent.
- (b) It shall be the responsibility of the UDDB owner, operator and the property owner identified in the registration application to comply with the provisions of this Section 134-287. Failure to comply shall constitute a violation of this section and shall subject the violator to the penalties provided herein.

Sec. 134-287.3. – Design of UDDB.

The maximum size for any UDDB shall be five feet in width by five feet in depth and seven feet in height. All UDDBs must be designed so that they are secured from unauthorized access.

Sec. 134-287.4. - Information and Label Requirement for UDDBs.

All UDDBs shall have the following clearly identified, in writing on the face of the box:

- (a) Specific items and materials requested for donation.
- (b) Information identifying the organization(s) responsible for the operation and maintenance of the donation drop box including a contact name, phone number, and website for the organization(s).
- (c) Statement that no items or materials may be left outside of the box
- (d) Statement that the box is not intended for refuse disposal and liquids are prohibited. Do not use for garbage, candy or food wrappers, drink bottles, etc.
- (e) In addition to the requirements above, the county issued registration sticker shall be affixed to the front face of the donation drop box.
- (f) Any additional information required by Georgia law as same may be amended from time to time.

Sec. 134-287.5. - Placement of UDDBs.

- (a) UDDBs shall not be allowed in any residential zoning district, except on properties for a place of worship allowed as a special exemption in section 134-271(4).
- (b) UDDBs are permitted only on properties where there is an active primary use.
- (c) UDDBs shall not be permitted on vacant lots or abandoned property.
- (d) UDDBs must be placed on a paved surface. The placement of the UDDBs must meet the minimum setback requirements for the lot and, if the setback is less, at least twenty (20) feet from any property line. Additionally, the boxes may not be placed in a location that would interfere with:
 - i. a fire lane;
 - ii. a loading zone;
 - iii. drive aisles;
 - iv. circulation areas;
 - v. ingress or egress from the property;
 - vi. any sidewalks;
 - vii. any "required" parking spaces such that the elimination of the parking space causes the on-site business to be in violation of the minimum required parking spaces for its zoning classification; or
 - viii. public or private rights-of-way.
- (e) UDDBs are not permitted to be located in a manner that obstructs visibility at intersections per the Cobb County Development Standards or at any other location that may cause hazardous conditions, constitute a threat to public safety, or create a condition detrimental to surrounding land uses.
- (f) When multiple UDDBs are located on an individual property, they must be adjacent to one another. When it is not feasible to place UDDBs adjacent to one another, then they must not be located within the same view shed.
- (g) The total allowable number of UDDBs depends on the size of the parcel on which the donation drop box is located with the following limitations:
 - i. Property equal to or less than one acre shall have a maximum of one donation drop box.
 - ii. Property greater than one acre shall allow one donation drop box per acre.

Sec. 134-287.6. - Management, Maintenance; Requirements.

The owner, lawful occupant, or operator must maintain the aesthetic presentation of each UDDB including fresh paint, readable signage and general upkeep. The owner or operator, as well as the property owner of the property, shall be responsible for maintaining the area around each UDDB so that is it free of litter, garbage, and any other undesirable material.

- (a) Each donation drop box must be regularly emptied of its contents so that it does not overflow.
- (b) All donated items must fit and be contained in the donation drop box. Donated items or materials shall not remain or be allowed outside of donation drop boxes and the areas around each box.
- (c) Removal of graffiti shall be within 48 hours following receipt of notice of its existence.
- (d) If the UDDB is damaged or vandalized, it shall be repaired, replaced or removed within five days of receipt of notice.
- (e) The owner, lawful occupant, or operator must provide the county and property owner or lawful

occupant a telephone number for requests to respond to UDDB maintenance complaints. The owner or operator must respond to complaints within 48 hours of receiving said complaint from the county by phone during regular business hours of 8:00 am through 5:00 pm, Monday through Friday. This response may be by phone and should include a time frame for resolving the complaint.

- (f) Failure to maintain the UDDB or the surrounding area may result in removal of the UDDB, at the expense of the owner, operator, or property owner and the prohibition of future UDDBs being allowed on the site for a period of five years.

Sec. 134-287.7. – Waiver as to Number of UDDBs.

A waiver of the total allowable size and number of UDDBs may be requested by submitting a letter to the community development director, or his/her designee, that demonstrates compliance with the following conditions:

- (a) The site is solely occupied by a public, educational, not-for-profit, or religious use or facility;
- (b) The UDDBs is otherwise in conformance with all other requirements of this section 134-287.

Sec. 134-287.8. - Violations and Penalties.

- (a) In addition to any other penalties or remedies authorized by law, if code enforcement personnel have reason to believe that a violation of any provision of this Section exists, a Notice of Violation shall be issued to the UDDB owner, operator and property owner and enforcement of this section shall proceed as set forth in Section 2-101 et seq.
- (b) If the UDDB owner, operator or property owner fails to correct the condition noted in the Notice of Violation, a citation shall issue and an arraignment shall be scheduled with the Cobb County Magistrate Court.
 - i. Upon the issuance of the first citation, the UDDB owner, operator, or property owner shall be required to provide a written plan to the community development agency director, or his or her designee, to ensure full compliance with the regulations contained in this section within five days. The UDDB owner, operator, or property owner shall be subject to a fine of up to \$100.00.
 - ii. Upon the issuance of a second citation within the preceding twelve-month period, the UDDB owner, operator, or property owner shall be required to show records and logs for compliance with all requirements of this section 134-287 and will be required to hire a private company to assist them in ongoing compliance with this section. The UDDB owner, operator, or property owner shall be subject to a fine of up to \$500.00.
 - iii. Upon the issuance of a third or any additional citation within the preceding twelve-month period, the UDDB owner, operator, or property owner shall be required to remove the UDDB from the property at the expense of the UDDB owner, operator, or property owner within 30 days of the citation. The UDDB owner, operator, and property owner shall be suspended from having a UDDB at this location for a period of five years and shall be suspended from operating any new donation drop boxes in unincorporated Cobb County for a period of five years. The UDDB owner, operator, or property owner shall be subject to a fine of up to \$1,000.00.

Sec. 134-287.9. - Liability; Protections.

The property owner may remove the UDDB from their property at any time regardless of a valid registration by the county, provided notice is given in conformance with Georgia law as same may be amended from time to time.



Community Development

Jessica Guinn, Director

District 2

Item No. 6.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jessica Guinn, Director

DATE: June 25, 2019

PURPOSE

To conduct a public hearing and approve the Chattahoochee Corridor Plan Certificate of Compliance for the expansion of an existing single-family residential building at 3270 Cochise Drive.

BACKGROUND

The subject property was submitted to the Atlanta Regional Commission for review and comment on the development as mandated by the Georgia Assembly Act No. 66, the Metropolitan River Protection Act of 1973. The basic process of certification under the Act requires that local governments review land-disturbing activity proposed in the Chattahoochee Corridor and certify those, which are consistent with the guidelines for development in the Atlanta Regional Commission's Chattahoochee Corridor Plan. The Atlanta Regional Commission staff has completed a review and found the development plans to be consistent with the guidelines of the Chattahoochee Corridor Plan.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners conduct a public hearing and approve of the Chattahoochee Corridor Certificate for the expansion of an existing single-family residential building at 3270 Cochise Drive in Land Lot 975 of the 17th District, 2nd Section, Cobb County, GA by Robin and Frederick Rosenberg; subject to the rules and guidelines of the Metropolitan River Protection Act and all applicable Cobb County development standards and regulations.

ATTACHMENTS

1. Regional Review Finding
2. Regional Review Notification
3. Site Plan
4. Site Survey
5. Site Map

DATE: APRIL 23, 2019

ARC REVIEW CODE: V1904121

TO: CHAIRMAN MIKE BOYCE, Cobb County
 ATTN TO: DAVID BREADEN, STORMWATER ENGINEER, Cobb County
 FROM: Douglas R. Hooker, Executive Director, ARC



Digital signature
 Original on file

The Atlanta Regional Commission (ARC) has completed regional review of the following proposal. Below is the ARC finding. The Atlanta Regional Commission reviewed the proposed project with regard to conflicts to regional plans, goals, and policies and impacts it might have on the activities, plans, goals, and policies of other local jurisdictions and state, federal, and other agencies.

Name of Proposal: RC-19-01CC 3270 Cochise Drive

Submitting Local Government: Cobb County

Review Type: Metro River

Date Opened: April 12, 2019

Date Closed: April 23, 2019

FINDING: ARC staff has completed the review of the application for a MRPA Certificate for this proposed project in the Chattahoochee River Corridor. ARC's finding is that the proposed project is consistent with the Chattahoochee Corridor Plan.

Additional Comments: Well below minimums

THE FOLLOWING LOCAL GOVERNMENTS AND AGENCIES RECEIVED NOTICE OF THIS REVIEW:

ARC COMMUNITY DEVELOPMENT
 CHATTAHOOCHEE RIVERKEEPER
 FULTON COUNTY

ARC NATURAL RESOURCES
 GEORGIA CONSERVANCY
 CITY OF ATLANTA

GEORGIA DEPARTMENT OF NATURAL RESOURCES
 NATIONAL PARK SERVICE/CRNRA
 CITY OF SMYRNA

If you have any questions regarding this review, please contact Robert Herrig at (470) 378-1636. This finding will be published to the ARC website at: <http://www.atlantaregional.org/landuse>.


REGIONAL REVIEW NOTIFICATION

Atlanta Regional Commission • 229 Peachtree Street NE | Suite 100 | Atlanta, Georgia 30303 • ph: 404.463.3100 fax: 404.463.3205 • atlantaregional.org

DATE: April 12, 2019

ARC REVIEW CODE: V1904121

TO: Chairman Mike Boyce, Cobb County Board of Commissioners
ATTN TO: David Breaeden, Cobb County, Cobb County Water System
FROM: Douglas R. Hooker, Executive Director, ARC


Digital signature
Original on file

The Atlanta Regional Commission (ARC) has received the following proposal and is initiating a regional review to seek comments from potentially impacted jurisdictions and agencies. The ARC requests your comments related to the proposal not addressed by the Commission's regional plans and policies.

Name of Proposal: RC-19-01CC 3270 Cochise Drive

Review Type: Metro River

MRPA Code: RC-19-01CC

Description: An application for a Metropolitan River Protection Act (MRPA) Certificate for the construction of a kitchen addition and a new deck to a pre-act single-family home.

Preliminary Finding: ARC staff has begun the review of the application for a MRPA Certificate for this proposed project in the Chattahoochee River Corridor. ARC's preliminary finding is that the proposed project is consistent with the Chattahoochee Corridor Plan.

Submitting Local Government: Cobb County

Land Lot: 975 **District:** 17 **Section:** 2

Date Opened: April 12, 2019

Deadline for Comments: April 22, 2019

Earliest the Regional Review can be Completed: April 22, 2019

THE FOLLOWING LOCAL GOVERNMENTS AND AGENCIES ARE RECEIVING NOTICE OF THIS REVIEW:

ARC COMMUNITY DEVELOPMENT
CHATTAHOOCHEE RIVERKEEPER
FULTON COUNTY

ARC NATURAL RESOURCES
GEORGIA CONSERVANCY
CITY OF ATLANTA

GEORGIA DEPARTMENT OF NATURAL RESOURCES
NATIONAL PARK SERVICE/CNRRA
CITY OF SMYRNA

If you have any questions regarding this review, please contact Robert Herrig at Rherrig@atlantaregional.org or (470) 378-1636. If ARC staff does not receive comments from you on or before **April 22, 2019**, we will assume that your agency has no additional comments and will close the review. Comments by email are strongly encouraged. The ARC review website is located at: <http://www.atlantaregional.org/land-use/planreviews>.

Attached is information concerning this review.

ARC STAFF NOTICE OF REGIONAL REVIEW AND COMMENT FORM

DATE: April 12, 2019

ARC REVIEW CODE: V1904121

TO: ARC Community Development and Natural Resources Managers

FROM: Robert Herrig, 470-378-1636

Reviewing staff by Jurisdiction:

Community Development: Herrig, Robert

Natural Resources: Santo, Jim

Name of Proposal: RC-19-01CC 3270 Cochise Drive

Review Type: Metro River

Description: An application for a Metropolitan River Protection Act (MRPA) Certificate for the construction of a kitchen addition and a new deck to a pre-act single-family home.

Submitting Local Government: Cobb County

Date Opened: April 12, 2019

Deadline for Comments: April 22, 2019

Earliest the Regional Review can be Completed: April 22, 2019

Response:

- 1) Proposal is **CONSISTENT** with the following regional development guide listed in the comment section.
- 2) While neither specifically consistent nor inconsistent, the proposal relates to the following regional development guide listed in the comment section.
- 3) The proposal is **INCONSISTENT** with the following regional development guide listed in the comment section.
- 4) The proposal does **NOT** relate to any development guide for which this division is responsible.
- 5) Staff wishes to confer with the applicant for the reasons listed in the comment section.

COMMENTS:

[illegible]

APPLICATION FOR METROPOLITAN RIVER PROTECTION ACT CERTIFICATE

1. **Name of Local Government:** Cobb County
2. **Owner(s) of Record of Property to be Reviewed:**
Name(s): Robin Rosenberg & Fredrick Rosenberg
Mailing Address: 3270 Cochise Drive
City: Atlanta **State:** GA **Zip:** 30339
Contact Phone Numbers (w/Area Code):
Daytime Phone: 404-932-6421 **Fax:** _____
Other Numbers: _____
3. **Applicant(s) or Applicant's Agent(s):**
Name(s): Leslie Ellsworth (Architect) of Studio SOGO Architecture & Interiors
Mailing Address: 1631 S Gordon Street SW
City: Atlanta **State:** GA **Zip:** 30310
Contact Phone Numbers (w/Area Code):
Daytime Phone: 404-512-6487 **Fax:** _____
Other Numbers: _____
4. **Proposed Land or Water Use:**
Name of Development: 3270 Cochise Drive
Description of Proposed Use: Existing 2 Story single family residence on partial full height basement proposes replacement of existing deck with new deck on post as well as small 152 SF kitchen addition at rear of house.
5. **Property Description (Attach Legal Description and Vicinity Map):**
Land Lot(s), District, Section, County: LL : 975 District : 17th Section : 2nd County : Cobb
Subdivision, Lot, Block, Street and Address, Distance to Nearest Intersection:
Subdiv : Cochise by the Chattahoochee Lot : 41 Block : F , 3270 Cochise Drive , 1086.91' to Paces Ferry Intersection
Size of Development (Use as Applicable):
Acres: **Inside Corridor:** 0.53 Ac
Outside Corridor: _____
Total: 0.53 Ac
Lots: **Inside Corridor:** _____
Outside Corridor: _____
Total: _____
Units: **Inside Corridor:** _____
Outside Corridor: _____
Total: _____
Other Size Descriptor (i.e., Length and Width of Easement):
Inside Corridor: _____
Outside Corridor: _____
Total: _____

6. Related Chattahoochee Corridor Development:

A. Does the total development include additional land in the Chattahoochee Corridor that is not part of this application? No

If "yes", describe the additional land and any development plans: _____

B. Has any part of the property in this application, or any right-of-way or easement bordering this land, previously received a certificate or any other Chattahoochee Corridor review approval? No

If "yes", please identify the use(s), the review identification number(s), and the date(s) of the review(s): _____

7. How Will Sewage from this Development be Treated?

A. Septic tank _____

Note: For proposals with septic tanks, the application must include the appropriate local government health department approval for the selected site.

B. Public sewer system x _____

8. Summary of Vulnerability Analysis of Proposed Land or Water Use:

Vulnerability Category	Total Acreage (or Sq. Footage)	Total Acreage (or Sq. Footage) Land Disturbance	Total Acreage (or Sq. Footage) Imperv. Surface	Percent Land Disturb. (Maximums Shown In Parentheses)	Percent Imperv. Surf.
A	_____	_____	_____	(90)_____	(75)_____
B	_____	_____	_____	(80)_____	(60)_____
C	<u>23,188 sf</u> 3270 Cochise Drive Residence	<u>12,238 sf</u>	<u>4,550 sf</u>	(70) 53%	(45) 19.8%
D	_____	_____	_____	(50)_____	(30)_____
E	_____	_____	_____	(30)_____	(15)_____
F	_____	_____	_____	(10)_____	(2)_____
Total:	<u>23,188 sf</u>	<u>12,238 sf</u>	<u>4,550 sf</u>	N/A	N/A

9. Is any of this Land within the 100-Year Floodplain of the Chattahoochee River? No

If "yes", indicate the 100-year floodplain elevation: _____

NOTE: The 100-year river floodplain is defined as the natural land surface below the one hundred- (100) year flood elevations shown in the Flood Profiles of the most recent floodplain study for the Chattahoochee River approved by the United States Federal Emergency Management Agency for each Corridor jurisdiction.

NOTE: All river 100-year floodplain is assigned to the "E" Category; its allowable allocations can be combined with those of other "E" land in the review. Also, 100-year floodplain cannot be reanalyzed and cannot accept transfers.

10. Is any of this land within the 500-year floodplain of the Chattahoochee River? No

If "yes", indicate the 500-year flood plain elevation: _____

NOTE: The 500-year floodplain is defined as the natural land surface below the five hundred- (500) year flood elevations shown in the Flood Profiles of the most recent floodplain study for the Chattahoochee River approved by the United States Federal Emergency Management Agency for each Corridor jurisdiction.

NOTE: Plan Standards include a 35-foot height limit above the pre-construction grade within the 500-year floodplain (includes the 100-year floodplain). Adherence to this standard must be noted on the submitted plans (see Part 2.B.(4) of the Chattahoochee Corridor Plan).

11. The following is a checklist of information required to be attached as part of the application. Individual items may be combined.

FOR ALL APPLICATIONS:

- ☒ Description of land in the application and any additional land in the project (attach legal description or surveyed boundaries).
- ☒ Name, address, and phone number(s) of owner(s) of record of the land in the application. (Space provided on this form)
- ☒ Written consent of all owners to this application. (Space provided on this form)
- ☒ Name, address, and phone number(s) of applicant or applicant's agent. (Space provided on this form)
- ☒ Description of proposed use(s). (Space provided on this form)
- ☒ Existing vegetation plan.
- ☒ Proposed grading plan.
- ☒ Certified as-builts of all existing land disturbance and impervious surfaces.
- ☒ Approved erosion control plan.
- ☒ Detailed table of land-disturbing activities. (Both on this form and on the plans)

____ Plat-level plan showing (as applicable): lot boundaries; any other sub-areas; all easements and rights-of-way; 100- and 500-year river floodplains; vulnerability category boundaries; topography; any other information that will clarify the review.

____ Documentation on adjustments, if any.

☒ Cashier's check or money order (for application fee).

FOR SINGLE-STEP APPLICATIONS (NON-SUBDIVISION):

☒ Site plan.

____ Land-disturbance plan.

FOR TWO-STEP SINGLE-FAMILY SUBDIVISION APPLICATIONS ONLY:

____ Concept plan.

____ Lot-by-lot and non-lot allocation tables.

12. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act: (use additional sheets as necessary)

Robert Hasenberg
Fredrick Pomeroy

3.13.19

Signature(s) of Owner(s) of Record

Date

13. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act:

LESLIE ELSWORTH
STUDIO SOGO, LLC

[Signature]

3.21.19

Signature(s) of Applicant(s) or Agent(s)

Date

14. The governing authority of Cobb County requests review by the Atlanta Regional Commission of the above-described use under the Provisions of the Metropolitan River Protection Act.

[Signature]

3-29-19

Signature of Chief Elected Official or Official's Designee

Date

March 21, 2019

3270 Cochise Drive
MRPA Application
IMPERMEABLE & LAND DISTURBANCE CALCULATIONS

Contact: Leslie Ellsworth
Studio SOGO LLC
m: 404.512.6487
e: leslie@studiosogo.com

Schedule for Site Impermeability & Land Disturbance

Disturbance Location	Area	Phase
Front Stoop	33 SF	Existing
House Footprint	1993 SF	Existing
Front Sidewalk	200 SF	Existing
Pavers	155 SF	Existing
Backyard Stair	123 SF	Existing
Driveway	1592 SF	Existing
Existing Lawn	7015 SF	Existing
Existing Deck	285 SF	Existing to replace
Kitchen Addition	152 SF	New
New Deck	301 SF	New
Construction Path	388 SF	Temporary
Grand total	12238 SF	

CALCULATIONS | METROPOLITAN RIVER ACT

VULNERABILITY CATEGORY: C

TOTAL LOT SF	TOTAL LAND DISTURBANCE SF	% ALLOWABLE LAND DISTURBANCE	ACTUAL % LAND DISTURBANCE	TOTAL IMP. SURFACE SF	% ALLOWABLE IMP. SURFACE	ACTUAL % IMP. SURFACE
23,187.64 SF	12,238 SF	70%	53%	4,550 SF	45%	19.6%

ROSENBERG RESIDENCE

3270 COCHISE DR SE
ATLANTA, GA 30339

DATE: 3.21.19
ISSUE: ARC RVW

A-0.1

SITE PLAN

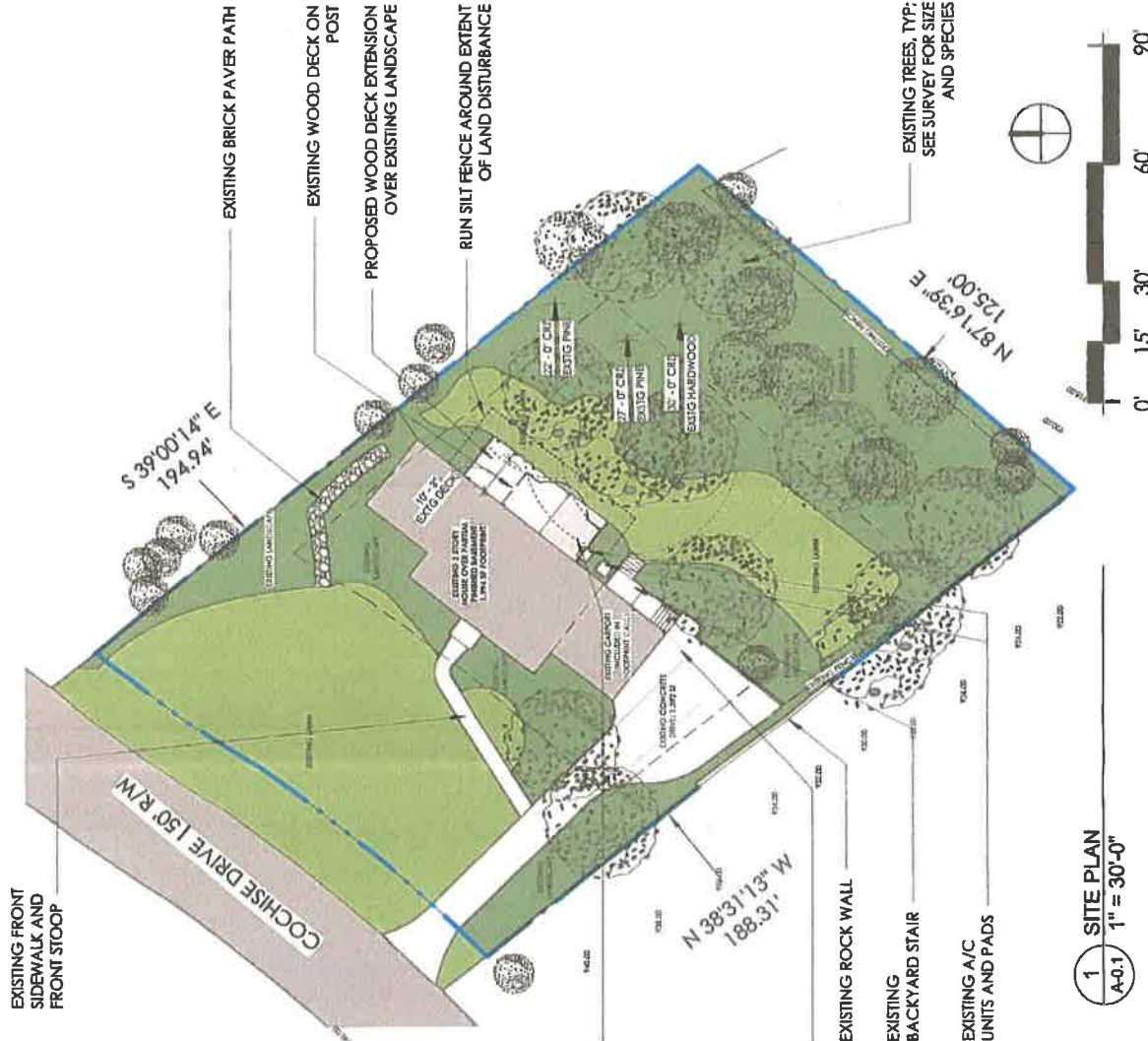
Disturbance Location	Area	Phase
Front Stoop	33 SF	Existing
House Footprint	1993 SF	Existing
Front Sidewalk	200 SF	Existing
Pavers	155 SF	Existing
Backyard Stair	123 SF	Existing
Driveway	1592 SF	Existing
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CALCULATIONS METROPOLITAN RIVER ACT					
VULNERABILITY CATEGORY: C					
TOTAL LOT SF	TOTAL LAND DISTURBANCE SF	% ALLOWABLE LAND DISTURBANCE	ACTUAL % LAND DISTURBANCE	TOTAL IMP. SURFACE SF	% ALLOWABLE IMP. SURFACE
23,174.41 SF	13,228 SF	70%	53%	4,550 SF	45%
					19.6%

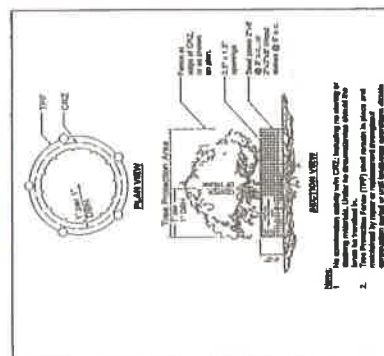
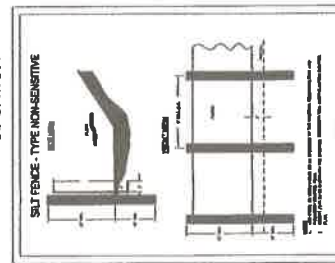
Stormwater Management Division
Cobb County Water System

Approved negative general plan contribution to the
Cobb County Code. Design includes and therefore
remains fully responsible for and will for continuing
any and all future violations and code violations (if any)
arising during construction AFTER substantialization by
Cobb County.

Signature 3-19-19
E: SC approval for ARC
MAYA RIVER

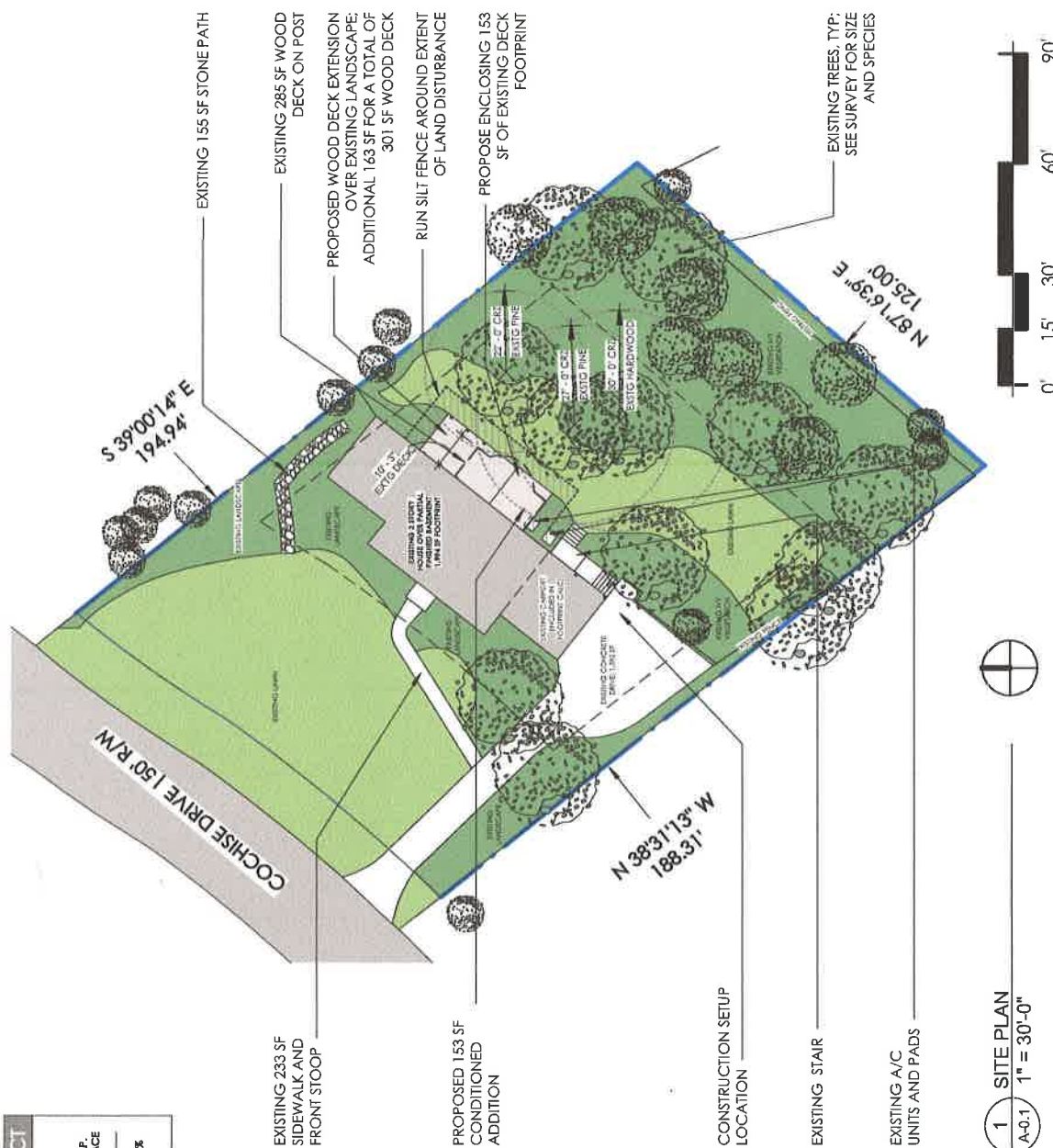
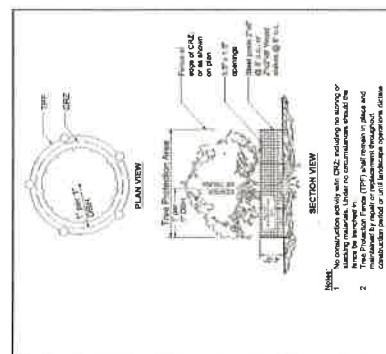
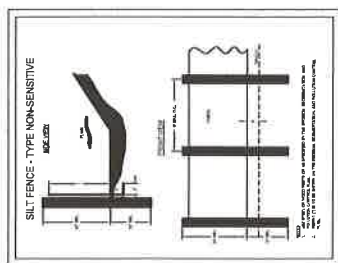


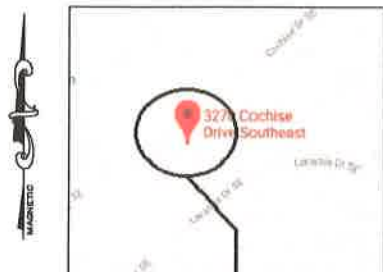
1 SITE PLAN
A-0.1
1" = 30'-0"



DATE	ISSUE
3.8.19	ARC RVW
A-0.1	
SITE PLAN	

VULNERABILITY CATEGORY: C				
TOTAL LOT SF	TOTAL LAND DISTURBANCE SF	TOTAL IMP. SURFACE SF	% LAND DISTURBANCE	% IMP. SURFACE
23,187.44 SF	842 SF	4,552 SF	4%	19.6%





LOCATION MAP SITE
(NOT TO SCALE)

FLOOD NOTE:

I HAVE THIS DATE, EXAMINED THE "FLOOD HAZARD MAP" AND FOUND IN MY OPINION REFERENCED PARCEL (SEE ITS NOT) IN AN AREA HAVING SPECIAL FLOOD HAZARD AREA A SECOND OPINION OR COMPREHENSIVE FLOOD EVALUATION STUDY IS SUGGESTED FOR MORE ACCURATE INFORMATION. FOR FURTHER INFORMATION CONTACT THE LOCAL DRAINAGE DEPARTMENT, CORPS OF ENGINEERS AND INSURANCE COMPANY OR AN APPRAISER.

THE FLOOD INFORMATION ON THIS PLAT HAS BEEN DETERMINED AFTER REVIEW OF MAPS WHICH ONLY APPROXIMATE THE LOCATION OF THE APPLICABLE FLOOD HAZARD AREA A SECOND OPINION OR COMPREHENSIVE FLOOD EVALUATION STUDY IS SUGGESTED FOR MORE ACCURATE INFORMATION. FOR FURTHER INFORMATION CONTACT THE LOCAL DRAINAGE DEPARTMENT, CORPS OF ENGINEERS AND INSURANCE COMPANY OR AN APPRAISER.

THIS PLAT WAS PREPARED TO SHOW THE APPROXIMATE LOCATION OF THE IMPROVEMENTS AND IS NOT RECORDABLE. FENCES SHOULD NOT BE PLACED USING SIDE DIMENSIONS FROM HOUSE. ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHT-OF-WAY PUBLIC OR PRIVATE.

VERTICAL DATUM NAVD88

OLD HOUSE FFE
MAIN FFE 943.68

SURVEY NOTES:

1. FORMER SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES MAY HAVE BEEN PAVED OR COVERED OVER. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREIN ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATION OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATIONS ARE BEGUN, TELEPHONE, ELECTRIC, WATER AND SEWER, GAS COMPANIES SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS.
2. THIS PLAT WAS PREPARED TO SHOW THE APPROXIMATE LOCATION OF THE IMPROVEMENTS AND IS NOT RECORDABLE. FENCES SHOULD NOT BE PLACED USING SIDE DIMENSIONS FROM THE HOUSE. ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHT OF WAY PUBLIC OR PRIVATE.
3. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD RECORDED AND NOT RECORDED, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF CURRENT TITLE COMMITMENT, EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH AFFECT OR BURDEN THIS PROPERTY. MATTERS OF TITLE ARE EXCEPTED. PROPERTY OWNER OR PERSON ORDERING THE SURVEY IS RESPONSIBLE TO CONTACT CLOSING ATTORNEY OR TITLE COMPANY FOR A FULL TITLE SEARCH AND COMMITMENT INCLUDING ALL THE EXCEPTIONS.
5. SURVEY LAND EXPRESS, INC. IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT THE ZONING INFORMATION AND INTERPRETATION AS PROVIDED HEREIN. THIS INFORMATION IS OBTAINED USING ON-LINE SOURCES, TELEPHONE CONVERSATION WITH ZONING OFFICE AT THE COUNTY OR CITY, ETC. AND CANNOT GUARANTEE ITS ACCURACY. IT IS RECOMMENDED THAT THE CLIENT OR USER OF THIS DATA VERIFY THIS INFORMATION WITH THE ISSUING AUTHORITY.
6. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSONS OR ENTITY NAMED HEREIN. THIS PLAT DOES NOT EXTEND TO ANY UNRELATED PERSONS, PERSONS, OR ENTITY WITHOUT THE EXPRESS RECONCILIATION OF THE SURVEYOR NAMED EACH PERSON, PERSONS, ENTITY.

* LEGEND *

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* LINE INDICATORS *

- SS SS
- INDICATES SANITARY SEWER LINE
- INDICATES POWER LINE
- INDICATES WATER LINE
- INDICATES GAS LINE
- INDICATES FENCE LINE
- INDICATES DRAINAGE LINE
- INDICATES EASEMENT

* SYMBOLS *

- ELECTRIC PANEL/METER
- WATER METER
- AIR CONDITIONER
- GAS METER
- WATER VALVE
- SANITARY SEWER MANHOLE
- STORM MANHOLE
- TRAFFIC/LAND SIGN
- GAS MANHOLE
- LAMP POST
- FIRE HYDRANT
- DRAINAGE DILET



NOTE A
UNABLE TO LOCATE THE
LOCATION OF SANITARY
SEWER MANHOLE AND
SEWER LINE. APPROXIMATE
LOCATION AS PER
COBB COUNTY SEWER MAPS.

THIS SURVEY PLAT OF EXISTING CONDITIONS ON THE
PROPERTY MUST BE USED AS A SINGLE STAND
ALONE DOCUMENT. IT CAN NOT BE SCANNED AND
ALTERED, CROPPED OUT COPY/PASTE OR MODIFIED
WITH SURVEY LAND EXPRESS TITLE BLOCK.
SURVEYOR'S STAMP AND SIGNATURE. THIS SURVEY
PLAT CAN BE ONLY ATTACHED AS A SEPARATE
DOCUMENT BY ITSELF TO DEVELOPMENT PROJECTS
AND SITEPLANS AND CAN NOT BE INSERTED WITH
SURVEY LAND EXPRESS TITLE BLOCK. SURVEYOR'S
STAMP AND SIGNATURE TO SOME OTHER
DEVELOPMENT PROJECTS PREPARED BY ANY OTHER
PARTY WITHOUT WRITTEN APPROVAL AND ORIGINAL
BLUE INK SIGNATURE OF THE SURVEYOR OF RECORD.

ZONING NOTE:

BEFORE DEVELOPMENT OF THIS PROPERTY,
DEVELOPER AND ARCHITECT TO CONFIRM
ZONING DISTRICT, PER ZONING DEPARTMENT.

PROPERTY IS ZONED R-30
BUILDING SETBACK
FRONT 50'
SIDE 12'
REAR 40'
MAXIMUM LOT COVERAGE 38%

Curve	Radius	Length	Chord	Chord Bear.
C1	415.03'	74.49'	74.39'	N 39°53'41" E
C2	606.42'	50.51'	50.50'	N 34°53'08" E

LOT 41	BLOCK F
SUBDIVISION COCHISE BY THE CHATTAHOOCHEE	UNIT 7
LAND LOT 975	17TH DISTRICT 2ND SECTION
COBB COUNTY, GEORGIA	PB.49/PG.67 DB.14125/PG.6453
FIELD WORK DATE FEB 14, 2019	PRINTED/SIGNED FEB 28, 2019
ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED	PAPER SIZE: 17" x 22"

EXISTING CONDITIONS PREPARED FOR:	SHEET 1 OF 1
FREDRIC & ROBIN ROSENBERG	
PROPERTY ADDRESS:	
3270 COCHISE DRIVE SE	
ATLANTA, GA 30339	



TOTAL LAND AREA
23187.64 SF / 0.532 AC
EXISTING LOT COVERAGE
4334.86 SF / 0.100 AC / 18.69%
MAXIMUM LOT COVERAGE
8115.87 SF / 0.186 AC / 35.00%

JP
COORD #20180280
DWG #20180280

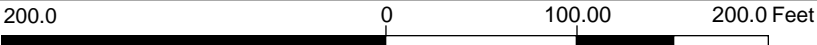
SURVEY LAND EXPRESS, INC
LAND SURVEYING SERVICES

24 LENOX PARK
ATLANTA, GA 30324
FAX 404-401-0041
TEL 404-252-0747
INFO@SURVEYLANDEXPRESS.COM

0 20
SCALE 1" = 20'



3270 Cochise Drive



WGS_1984_Web_Mercator_Auxiliary_Sphere
© Cobb County Georgia

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1: 1,200



Map Notes:



BOC Commissioner (District 2)

Item No. 7.

Bob Ott, Commissioner

District 2

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Bob Ott, Commissioner

DATE: June 25, 2019

PURPOSE

To approve the consolidated description of the Cumberland Community Improvement District.

BACKGROUND

The Cumberland Community Improvement District (CID) was authorized in 1985 by Act of the Legislature and created by Resolution of the Board of Commissioners on April 14, 1988. Expansions occurred on May 28, 1991, March 14, 2000, April 26, 2007 and May 13, 2014. In addition, on July 27, 1999, the Board of Commissioners changed the boundaries to exclude properties annexed into the City of Marietta. Descriptions provided for expansions varied greatly from a metes and bounds description to a simple colored map with a red marker depicting land to be added to the CID.

To date, there has not been a definitive document describing the current boundaries of the Cumberland CID. Provided under separate cover is a document consolidating all information in a consistent format to describe the current boundaries of the Cumberland CID using Land Lots, parcels, metes and bounds, and a GIS depiction ("Consolidated Cumberland CID Boundary Description").

In the event the CID requests any further expansions, it is the intent of this Board to require that Cumberland CID be required to provide a complete legal description, including metes and bounds, of any proposed or reconstituted boundaries.

It is recommended that the Board accept the attached "Consolidated Cumberland CID Boundary Description" as of June 25, 2019 as the current and complete boundaries for the Cumberland CID and require the Cumberland CID to provide updated legal descriptions, including metes and bounds, in the event any further expansions are requested.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners adopt the description of the current boundaries of the Cumberland Community Improvement District as provided under separate cover and require that, for any future expansions, the Cumberland CID be required to include a complete metes and bounds description of the updated CID.

UNDER SEPARATE COVER

Consolidated Cumberland CID Boundary Description

ATTACHMENTS

None



Superior Court Administration

Item No. 8.

Tom Charron, Court Administrator

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Tom Charron, Court Administrator
DATE: June 25, 2019

PURPOSE

To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council grant award to support the Veteran's Treatment Court Program.

BACKGROUND

The Criminal Justice Coordinating Council (CJCC) has awarded the Veteran's Treatment Court a grant for the period of July 1, 2019 to June 30, 2020 in the amount of \$226,197.00. These funds support the personnel and the professional services to provide therapeutic services and drug screening. The Coordinator position has been funded through CJCC grant funds since June 2014 and the Judicial Program Case Manager position was first funded in July 2017.

IMPACT STATEMENT

A local match of \$25,133.00 is required and existing county funded positions will be used as the in-kind match to meet this requirement. The full year cost of the Coordinator and Judicial Program Case Manager positions will be funded by a combination of grant funding and a Fund Balance appropriation from the General Fund in the amount of \$7,120.06. The additional funds necessary are based upon a combination of State salary caps and increases in benefits costs. If grant funding were no longer available, the positions would no longer exist.

FUNDING

Funding is available in the Grant Fund's budget with the following budget appropriations:

Decrease Expenditure:	010-014-0140-8852	GF -Fund Balance Reserves)	\$ 7,120.06
Increase Expenditure:	010-014-0140-6594	(GF - Transfer Out)	\$ 7,120.06
Increase Revenue:	270-225-S060-4467	(CJCC Revenue)	\$226,197.00
	270-225-S060-4960	(Transfer from GF)	<u>\$ 7,120.06</u>
		Total	\$233,317.06
Increase Expenditures:	270-225-S060-6012	(Salary)	\$ 97,364.80
	270-225-S060-6032	(Disability)	\$ 367.36
	270-225-S060-6034	(FICA)	\$ 7,399.67
	270-225-S060-6036	(Medical)	\$ 8,736.52
	270-225-S060-6038	(Life Insurance)	\$ 408.18
	270-225-S060-6044	(Retirement)	\$ 22,009.70
	270-225-S060-6052	(Worker's Comp)	\$ 1,338.83
	270-225-S060-6054	(Dental)	\$ 806.00
	270-225-S060-6400	(Travel/Training)	\$ 3,886.00
	270-225-S060-6320	(Med. & Dental Supplies)	\$ 33,000.00
	270-225-S060-6326	(Professional Services)	\$ 56,790.00
	270-225-S060-6362	(Other Fees)	\$ 1,210.00
		Total	\$233,317.06

RECOMMENDATION

The Board of Commissioners authorize the acceptance of grant funds from the Criminal Justice Coordinating Council in the amount of \$226,197.00, for the period July 1, 2019 through June 30, 2020; authorize a Fund Balance appropriation in the amount of \$7,120.06; authorize the corresponding budget transactions; allow Court Administrator Tom Charron or Program Coordinator Michael Boyd to sign quarterly reimbursement requests on behalf of the County; approve the transfer of all authorized personnel from unit S046 to S060 in the Grant Fund; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Superior Court Administration

Item No. 9.

Tom Charron, Court Administrator

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Tom Charron, Court Administrator

DATE: June 25, 2019

PURPOSE

To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council grant award to support the Adult Drug Treatment Court Program and to authorize the creation of a new full time Judicial Case Manager.

BACKGROUND

The Criminal Justice Coordinating Council (CJCC) has awarded the Cobb County Adult Drug Treatment Court a grant for the period of July 1, 2019 to June 30, 2020 in the amount of \$280,008.34. These funds support salaries, contract services, training, professional services to provide therapeutic services, assessments, and drug screening. This grant award includes funding to support the current full time Judicial Case Manager position as well as funding for an additional full time Judicial Case Manager position (Grade 17) within the Adult Drug Treatment Court.

IMPACT STATEMENT

The Criminal Justice Coordinating Council (CJCC) is offering these funds for the grant period July 1, 2019 through June 30, 2020. A local match of 10% is required and the program coordinator's salary will be used as the in-kind local match to meet this requirement. The grant has provided the drug Treatment Court with monies to continue funding a full time case manager position. In recognition of the need for additional case management services, a second case manager position has been funded. If grant funding were no longer available, the positions would no longer exist.

FUNDING

Funding is available in the Grant Fund's budget with the following appropriations:

Increase Revenue:	270-225-S058-4467	(CJCC Revenue)	\$280,008.34
Increase Expenditure:	270-225-S058-6012	(Salary)	\$ 87,508.12
	270-225-S058-6032	(Disability)	\$ 315.02
	270-225-S058-6034	(FICA)	\$ 6,694.38
	270-225-S058-6036	(Medical)	\$ 16,907.28
	270-225-S058-6038	(Life Insurance)	\$ 350.04
	270-225-S058-6044	(Retirement)	\$ 21,509.50
	270-225-S058-6052	(Worker's Comp.)	\$ 1,148.10
	270-225-S058-6054	(Dental)	\$ 806.00
	270-225-S058-6320	(Medical & Dental Supplies)	\$ 52,160.00
	270-225-S058-6326	(Professional Services)	\$ 77,341.94
	270-225-S058-6204	(Other Supplies)	\$ 10,101.56
	270-225-S058-6400	(Travel/Training)	\$ 5,166.40
		Total	\$280,008.34

RECOMMENDATION

The Board of Commissioners authorize the acceptance of grant funds from the Criminal Justice Coordinating Council in the amount of \$280,008.34 for the period July 1, 2019 through June 30, 2020 to support the Adult Drug Treatment Court Program; authorize the creation of a new full time position (Grade 17); approve the transfer of all authorized personnel from unit S044 to S058 in the Grant Fund; authorize the corresponding budget transactions; allow Court Administrator Tom Charron or Program Coordinator Adrienne Bowen to sign quarterly reimbursement requests on behalf of the County; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Superior Court Administration

Item No. 10.

Tom Charron, Court Administrator

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Tom Charron, Court Administrator
DATE: June 25, 2019

PURPOSE

To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council grant award to support the Mental Health Court.

BACKGROUND

The Criminal Justice Coordinating Council (CJCC) has awarded the Mental Health Court a grant for the period of July 1, 2019 through June 30, 2020 in the amount of \$213,698.00. These funds support the personnel and the professional services to provide therapeutic services and drug screening. The Coordinator position has been funded through CJCC grant funds since July 2014 and the Judicial Program Case Manager position was first funded in July 2015.

IMPACT STATEMENT

A local match of \$23,744.22 is required and existing county funded positions will be used as the in-kind local match to meet this requirement. The full year cost of the Coordinator and Judicial Program Case Manager positions will be funded by a combination of grant funding and a Fund Balance appropriation from the General Fund in the amount of \$4,231.73. The additional funds necessary are based upon a combination of State salary caps and increases in benefits costs. If grant funding were no longer available, the positions would no longer exist.

FUNDING

Funding is available in the Grant Fund's budget with the following budget appropriations:

Decrease Expenditure:	010-014-0140-8852	(GF - Fund Balance)	\$ 4,231.73
Increase Expenditure:	010-014-0140-6594	(GF - Transfer Out)	\$ 4,231.73
Increase Revenue:	270-225-S059-4467	(CJCC Revenue)	\$213,698.00
	270-225-S059-4960	(Transfer from GF)	\$ 4,231.73
			\$217,929.73
Increase Expenditure:	270-225-S059-6012	(Regular Salaries)	\$ 97,058.84
	270-225-S059-6032	(Disability)	\$ 367.41
	270-225-S059-6034	(FICA)	\$ 7,807.51
	270-225-S059-6036	(Medical)	\$ 21,653.58
	270-225-S059-6038	(Life Insurance)	\$ 408.24
	270-225-S059-6044	(Retirement)	\$ 24,794.54
	270-225-S059-6052	(Worker's Comp.)	\$ 1,339.01
	270-225-S059-6054	(Dental)	\$ 806.00
	270-225-S059-6400	(Travel/Training)	\$ 4,830.00
	270-225-S059-6320	(Med. & Dental Supplies)	\$ 23,800.00
	270-225-S059-6326	(Professional Services)	\$ 23,560.00
	270-225-S059-6362	(Other Fees)	\$ 11,000.00
		Total	\$217,929.73

RECOMMENDATION

The Board of Commissioners authorize the acceptance of grant funds from the Criminal Justice Coordinating Council in the amount of \$213,698.00 for the period July 1, 2019 through June 30, 2020; authorize a Fund Balance appropriation in the amount of \$4,231.73; authorize the corresponding budget transactions; allow Court Administrator Tom Charron or Program Coordinator Melanie Valentine to sign quarterly reimbursement requests on behalf of the County; approve the transfer of all authorized personnel from unit S045 to S059 in the Grant Fund; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Superior Court Administration

Item No. 11.

Tom Charron, Court Administrator

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Tom Charron, Court Administrator
DATE: June 25, 2019

PURPOSE

To approve an allocation of Drug and Alcohol Treatment Education (D.A.T.E.) funds as recommended by the D.A.T.E. fund committee.

BACKGROUND

On November 27, 2018, item 23, the Board of Commissioners approved an allocation of the \$500,000 Accountability Court Contingency adopted in the FY19 budget. A portion of the allocation (\$367,000) was used to make D.A.T.E. funds available to all eligible accountability courts according to O.C.G.A. 115-21-100-101. A committee was established to identify eligible programs and make funding recommendations for the D.A.T.E. funds. The committee consisted of the Superior Court Administrator, the State Court Administrator, and judicial representatives from both courts. The committee met and determined that the FY19 allocation of funds in the amount of \$50,000 may be used by the State Court for building renovations necessary for a treatment facility and \$40,820 may be used by the Superior Court primarily for alcohol and drug education training and travel. The remaining balance will be reserved and allocated in FY20 and is subject to change based on actual D.A.T.E. fund collections during the remainder of FY19.

IMPACT STATEMENT

The D.A.T.E. fund committee will make funding allocation requests on an annual basis through agenda items in the future. D.A.T.E. fund revenues are a legally restricted revenue source and can only be used to fund programs that comply with O.C.G.A. 115-21-100-101.

FUNDING

Funding will be made with the following budget transactions:

Transfer From:	010-014-0140-8852	(Accountability Court Contingency)	\$90,820.00
Transfer To:	010-110-3640-8110	(DUI Court Treatment Facility Renovation)	\$50,000.00
	010-225-9510-6400	(Travel & Training)	\$21,520.00
	010-225-9510-6326	(Treatment)	\$ 9,480.00
	010-225-9510-6394	(Training Registration)	\$ 8,040.00
	010-225-9510-6258	(Accountable Equipment)	\$ 1,000.00
	010-225-9510-6584	(Memberships)	\$ 720.00
	010-225-9510-6166	(Supplies)	<u>\$ 60.00</u>
		Total	\$90,820.00

RECOMMENDATION

The Board of Commissioners authorize the allocation of Drug and Alcohol Treatment Education (D.A.T.E.) funds based on the recommendations from the D.A.T.E. fund committee in the amount of \$50,000 to the State Court and \$40,820 to the Superior Court programs; authorize the corresponding budget transactions, and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Juvenile Court

Tom Charron, Court Administrator

Districts All

Item No. 12.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Tom Charron, Court Administrator
DATE: June 25, 2019

PURPOSE

To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council grant award for the continuation of a full time Probation Officer position.

BACKGROUND

The Criminal Justice Coordinating Council (CJCC) has awarded the Juvenile Court a grant for the period of July 1, 2019 through June 30, 2020 in the amount of \$61,693.60. This grant allows for the continuation of a full time Juvenile Probation Officer, grade 15 position #2099029, that was approved by the Board of Commissioners on June 12, 2018. This position was made effective July 1, 2015 in the grant fund G582, utilizing the CJCC funds awarded to the Juvenile Court. The continuation of this position, in accordance with the new grant award is effective July 1, 2019 through June 30, 2020.

IMPACT STATEMENT

The Criminal Justice Coordinating Council is offering these funds for the grant period of July 1, 2019 through June 30, 2020. There is no requirement of a local match from the County and no additional funding from the general fund will be needed. If this funding were reduced or no longer made available to the Court, we would no longer pay for these professional services. The program and position would no longer exist.

FUNDING

Increase revenue	270-190-S065-4467	(CJCC)	\$ 61,693.60
Increase expenditure	270-190-S065-6012	(Salaries)	\$ 40,019.20
	270-190-S065-6034	(FICA)	\$ 3,061.47
	270-190-S065-6036	(Medical)	\$ 8,708.18
	270-190-S065-6044	(Retirement)	\$ 9,236.43
	270-190-S065-6050	(Unemployment Ins)	\$ 144.07
	270-190-S065-6052	(Workers Comp)	\$ 524.25
	TOTAL		\$ 61,693.60

RECOMMENDATION

The Board of Commissioners authorize the acceptance and appropriation of grant funds from the Criminal Justice Coordinating Council, in the amount of \$61,693.60 for the period of July 1, 2019 through June 30, 2020; authorize the continuation of funding for Juvenile Probation Officer, grade 15 #2099029; authorize the transfer of Probation Officer personnel from Unit S049 to Unit S065 in the grant fund; authorize corresponding budget transactions; authorize Court Administrator Adolphus Graves or Program Coordinator Emily Townsend to sign quarterly reimbursement requests of behalf of the County; and further authorize the Chairman to execute all necessary documents.

ATTACHMENTS

None



Juvenile Court

Tom Charron, Court Administrator

Districts All

Item No. 13.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Tom Charron, Court Administrator
DATE: June 25, 2019

PURPOSE

To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council grant award to support the Juvenile Court and authorize the continuation of a full time Program Coordinator, a full time Juvenile Probation Officer and a part time Case Manager.

BACKGROUND

The Criminal Justice Coordinating Council (CJCC) has awarded the Juvenile Court a grant for the period of July 1, 2019 through June 30, 2020 in the amount of \$489,238.33. These funds will be used to provide professional services for program coordination, therapeutic services and operating costs to conduct three evidence based programs: Brief Strategic Family Therapy, Thinking for a Change and Aggression Replacement Training. The grant provides funding for the continuation of a full time Judicial Program Coordinator, grade 20 position # 2100012 and a full time Juvenile Probation Officer, grade 15 position # 2099010 approved by the Board of Commissioners on July 12, 2016. These positions were made effective August 1, 2016 in the grant fund S023. Furthermore, the grant provides continuation of a part time Case Manager, grade 15P position # 8242003 approved by the Board of Commissioners on June 27, 2017. This position was made effective August 14, 2017 in the grant fund S036, utilizing CJCC grant funds. The continuation of these positions, in accordance with the new grant award, is effective July 1, 2019 through June 30, 2020.

IMPACT STATEMENT

The Criminal Justice Coordinating Council is offering these funds for the period of July 1, 2019 through June 30, 2020. There is no requirement of local match from the County and no additional funding from the general fund will be needed. If this funding were reduced or no longer made available to the court, we would no longer pay for professional services and operating costs, the programs would be terminated and the employment positions eliminated.

FUNDING

Increase revenue	270-190-S064-4467	(CJCC)	\$489,238.33
Increase expenditure	270-190-S064-6012	(Salaries)	\$ 91,063.49
	270-190-S064-6018	(Part-time hourly)	\$ 31,140.20
	270-190-S064-6034	(FICA)	\$ 9,348.59
	270-190-S064-6036	(Medical)	\$ 9,319.61
	270-190-S064-6044	(Retirement)	\$ 21,617.74
	270-190-S064-6050	(Unemployment Ins)	\$ 327.83
	270-190-S064-6052	(Workers Comp)	\$ 1,600.87
	270-190-S064-6116	(Office Supplies)	\$ 2,400.00
	270-190-S064-6155	(Education & Training materials)	\$ 1,200.00
	270-190-S064-6166	(Food & Service Supplies)	\$ 2,520.00
	270-190-S064-6312	(Consultant Services)	\$ 18,700.00
	270-190-S064-6326	(Professional Services)	\$300,000.00
	TOTAL		\$489,238.33

RECOMMENDATION

The Board of Commissioners authorize the acceptance and appropriation of grant funds from the Criminal Justice Coordinating Council, in the amount of \$489,238.33 for the period of July 1, 2019 through June 30, 2020, to support the Juvenile Court; authorize the continuation of funding for Program Coordinator, grade 20 #2100012, Juvenile Probation Officer, grade 15 # 2099010 and Case Manager, grade 15P #8242003; authorize the transfer of all personnel from Unit S048 to Unit S064 in the grant fund; authorize corresponding budget transactions; authorize Court Administrator Adolphus Graves or Program Coordinator Emily Townsend to sign quarterly reimbursement requests on behalf of the County; and further authorize the Chairman to execute all necessary documents.

ATTACHMENTS

None



Water System

Stephen D. McCullers, P.E., Director

Districts All

Item No. 14.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Steve McCullers, Water System Agency Director
DATE: June 25, 2019

PURPOSE

To approve a construction contract under the Stormwater Management Unit Price Contract with K.M. Davis Contracting Co., Inc. for FY19 Small Projects, Program No. SW1990.

BACKGROUND

The Water System's budget includes an allocation for the repair and maintenance of stormwater management and conveyance infrastructure. Through the Stormwater Management Unit Price Contract (UPC), contractors are available to perform multiple projects concurrently, resulting in more responsive service to the citizens of Cobb County. At times, we discover stormwater system maintenance/repair needs that are beyond available County resources, yet too small to be economically contracted out to our UPC contractors as individual projects. A selection of these smaller projects are grouped together to make contracting them economically feasible and competitive proposals are requested from our UPC contractors. FY19 Small Projects consists of 25 small projects throughout the County with scopes of work ranging from raising a buried stormwater structure to grade for permanent access to heavy cleaning of stormwater conveyance system components to restore functionality.

Pricing from available Stormwater Management UPC contractors are as follows:

K.M. Davis Contracting Co., Inc.	\$ 98,600.00
Chatfield Contracting, Inc.	\$ 112,084.00
Ray Campbell Contracting Co., Inc.	\$ 126,000.00

IMPACT STATEMENT

N/A

FUNDING

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

Transfer from:

Stormwater Multi-Year Budget

Drainage Contract R&M Service	510-500-5758-6496	SW9999-Z	\$98,600.00
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Transfer to:

FY19 Small Projects

Drainage Contract R&M Service	510-500-5758-6496	SW1990-C	\$98,600.00
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RECOMMENDATION

The Board of Commissioners approve a construction contract under the Stormwater Management Unit Price Contract with K.M. Davis Contracting Co., Inc., in the amount of \$98,600.00, for FY19 Small Projects, Program No. SW1990; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. List-FY19 Small Projects, Program No. SW1990

FY19 Small Projects, Program SW1990:	District #
519 Woodlore Lane	1
3503 Plum Tree Court	1
4816 Galloway Farms Court	1
1745 Charrington Way	1
3145 Weymouth Drive	1
3563 Clubland Drive	2
1183 Stoneheath Way	2
4463 Kings Chase	2
3823 Sentry Crossing	2
4355 Kings Way	2
3478 Summerford Court	3
1792 Ashbury Point Drive	3
57 Lake Latimer Drive	3
2267 Dayron Circle	3
2977 Harold Dean Drive	3
2708 Ashbury Point Lane	3
85 Parkwood Drive	3
2612 Alberta Lane	3
3103 Perch Overlook	4
1454 Devon Mill Way	4
3154 Silverchase Circle	4
3053 Moser Way	4
4970 Doby Lane	4
4462 Wesley Way	4
4088 Bunker Drive	4



Water System

Stephen D. McCullers, P.E., Director

District 4

Item No. 15.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Steve McCullers, Water System Agency Director

DATE: June 25, 2019

PURPOSE

To approve the purchase of two tracts of vacant floodplain property at 2931 Clay Road and 2971 Clay Road, Program No. SW2005.

BACKGROUND

The residential property at 2921 Clay Road (Land Lot 1087 of the 19th District, 2nd Section of Cobb County) is being acquired by the County through GEMA's Pre-Disaster Mitigation Grant Program because of repetitive flood-related issues. Two adjacent properties owned by the same individual, 2931 Clay Road (0.43 acres) and 2971 Clay Road (2.18 acres), could not be included in the grant because they are undeveloped. They are, however, contiguous with other floodplain properties acquired along Clay Road, and their acquisition would provide additional Stormwater Management benefits in this area.

The acquisition of this property is consistent with Stormwater Management's strategic goal of acquiring floodplain properties along major waterways. The acquisition of floodplain along major waterways provides numerous public benefits including preserving natural floodplain storage areas; passive recreation; creation of a continuous vegetative stream buffer and riparian canopy; wildlife refuge; and enhanced natural filtration of non-point source pollutants.

Subject to board approval, the Cobb County Stormwater Management Division has offered \$35,190.00 to purchase both properties which is their combined 2019 tax appraised value. The Water System recommends the acquisition of this property to pre-empt its future development, and to provide the other Stormwater Management benefits as listed above.

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	\$35,190.00
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Transfer to:

2931 Clay Road

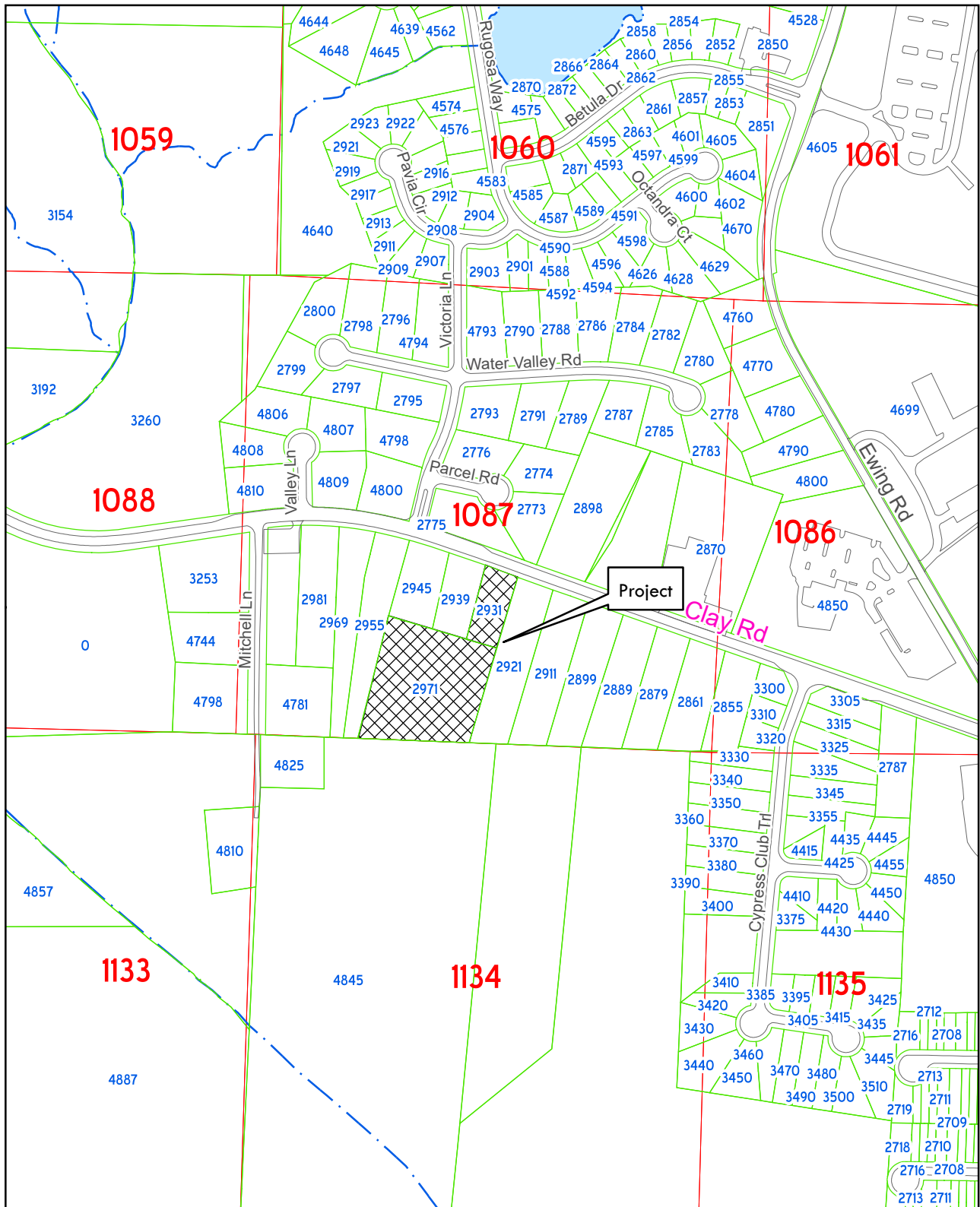
Site Acquisition & Addition	510-500-5758-8015	SW2005-C	\$35,190.00
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RECOMMENDATION

The Board of Commissioners approve the purchase of two tracts of vacant floodplain property at 2931 Clay Road and 2971 Clay Road, in the amount of \$35,190.00, Program No. SW2005; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Map-2931 Clay Road and 2971 Clay Road SW2005



Project: 2931 & 2971 Clay Road
 Program Number: SW2005
 Land Lot(s): 1087
 District(s): 19
 Commission District(s): 4

1:4,800





Water System

Stephen D. McCullers, P.E., Director

District 4

Item No. 16.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Steve McCullers, Water System Agency Director

DATE: June 25, 2019

PURPOSE

To approve an agreement with HEPACO, LLC for cleaning and disinfection services for South Cobb Water Reclamation Facility Influent Lift Station Recovery, Program No. T5004.

BACKGROUND

On December 31, 2018, the Influent Lift Station (ILS) at the South Cobb Water Reclamation Facility experienced a failure that resulted in surcharging of the gravity sewer system tributary to the ILS and, ultimately, causing overflow of a mixture of rainfall, creek water, and untreated sewage into Nickajack Creek and the Chattahoochee River. A construction company working locally for the Cobb County-Marietta Water Authority, Archer Western Construction, was able to respond immediately to the situation, assisting in installing temporary pumping to decrease overflow volumes. A more elaborate temporary pumping system was installed in early January preventing further overflows. Continued work will be needed to dewater the ILS, determine the cause of failure, and make required repairs. The Board of Commissioners previously approved actions related to this issue on January 22nd, March 26th, and April 23rd.

Additional pumps are now being installed which should result in sufficient dewatering of the ILS to allow evaluation and initiation of restoration of the facility. The Water System has issued an RFP for related consulting services. One or more additional construction contracts will ultimately be needed to resolve the situation, as well as direct purchase of required equipment.

Once the ILS is drained, which is expected to be completed in August, it will be necessary for the dry well to be thoroughly cleaned and disinfected to allow entry and access. Proposals for cleaning and disinfection of the dry well were solicited through advertisement in the *Marietta Daily Journal*. On June 13, 2019, Cobb County received only one proposal in response to this solicitation. There were 20 plan holders and three interested companies visited the site. A five-member interdepartmental Selection Committee evaluated the proposal and pricing information, and concluded that HEPACO, LLC demonstrated through its proposal adequate capabilities to perform the work, showed that it meets all contractual requirements, and submitted a reasonable price that was consistent with estimates. The members of the committee were Richard Wittman, Water System Engineering & Records Division; Michael Reddick, Water System Water Protection Division; Stephanie Brice,

Purchasing; Brett LaFoy, Risk Management; and Tom Bills, Parks and Recreation. **It is recommended that an agreement be entered into with HEPACO, LLC, in an amount not to exceed \$100,069.36. It is anticipated that the cost for restoration of the ILS will be reimbursed by insurance coverage, with the exception of a \$250,000.00 deductible.**

IMPACT STATEMENT

N/A

FUNDING

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

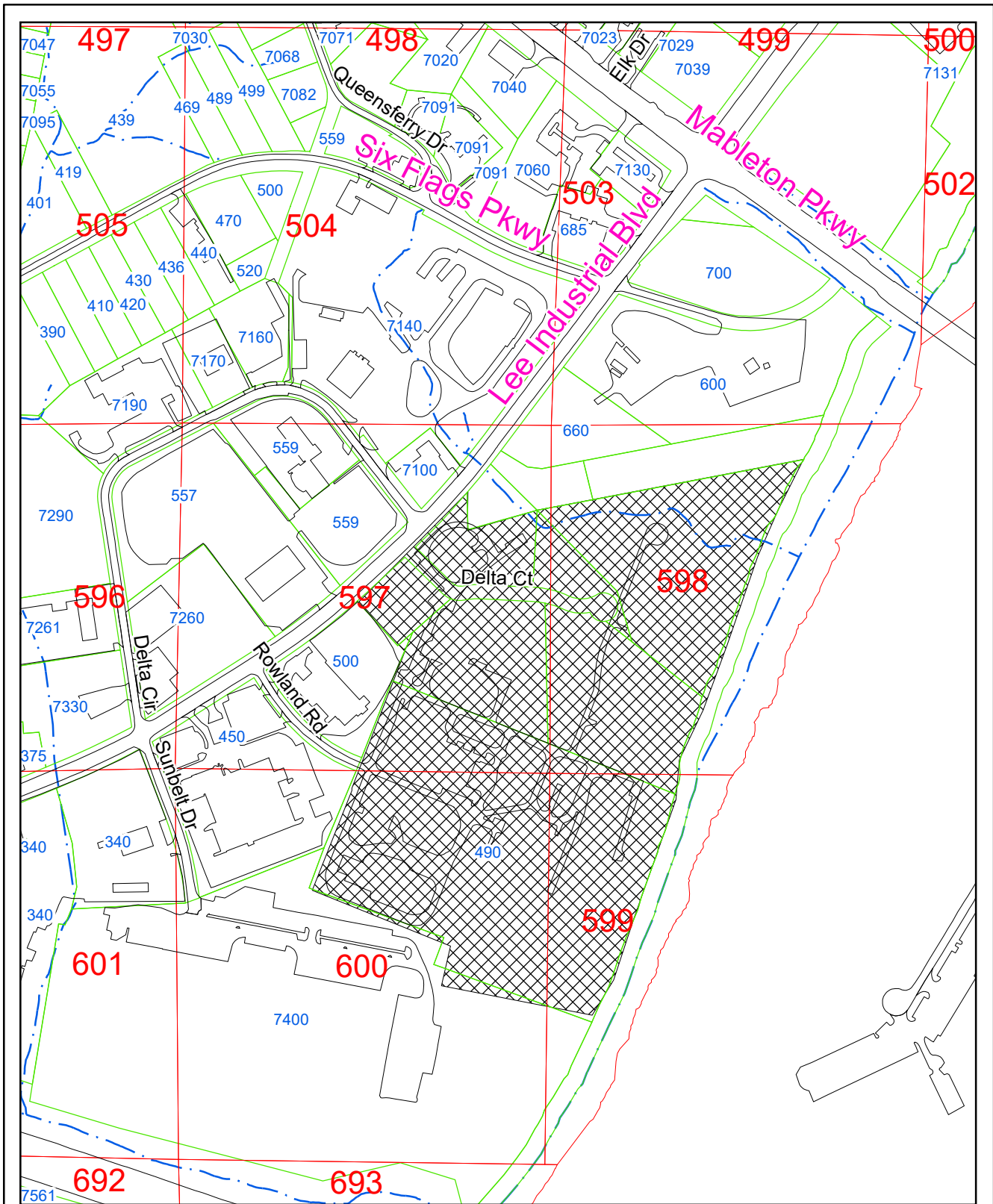
Increase Revenue:	500-500-5100-4992	(R.E.-Designated)	\$103,069.36
Increase Expenditure:	500-500-5100-6594	(Interfund-Out)	\$103,069.36
Increase Revenue:	510-500-5750-4960	A5750-A	\$103,069.36
Increase Expenditures:			
South Cobb WRF Influent Lift Station Recovery			
Construction	510-500-5753-8260	T5004-C	\$100,069.36
Materials & Supplies	510-500-5753-8265	T5004-M	\$ 1,000.00
Contingency	510-500-5753-8810	T5004-T	<u>\$ 2,000.00</u>
Total			\$103,069.36

RECOMMENDATION

The Board of Commissioners approve an agreement with HEPACO, LLC, in the amount of \$100,069.36, for cleaning and disinfection services related to South Cobb Water Reclamation Facility Influent Lift Station Recovery, Program No. T5004; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

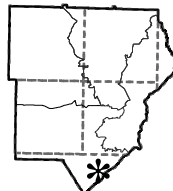
ATTACHMENTS

- 1. Map-062519 South Cobb WRF ILS Recovery T5004



Project: South Cobb Water Reclamation Facility
 Program Number: T5004
 Land Lots: As Shown
 District: 18th
 Commission District: 4
 Description: South Cobb WRF Influent
 Lift Station Recovery

1:6,000





Water System

Stephen D. McCullers, P.E., Director

District 4

Item No. 17.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Steve McCullers, Water System Agency Director

DATE: June 25, 2019

PURPOSE

To approve the purchase of replacement pump motors for the South Cobb Water Reclamation Facility Influent Lift Station Recovery, Program No. T5004.

BACKGROUND

On December 31, 2018, the Influent Lift Station (ILS) at the South Cobb Water Reclamation Facility (WRF) experienced a failure that resulted in surcharging of the gravity sewer system tributary to the ILS and, ultimately, causing overflow of a mixture of rainfall, creek water, and untreated sewage into Nickajack Creek and the Chattahoochee River. A construction company working locally for the Cobb County-Marietta Water Authority, Archer Western Construction, was able to respond immediately to the situation, assisting in installing temporary pumping to decrease overflow volumes. A more elaborate temporary pumping system was installed in early January, preventing further overflows. Continued work will be needed to dewater the ILS, determine the cause of failure, and make required repairs. The Board of Commissioners previously approved actions related to this issue on January 22nd, March 26th, and April 23rd.

Additional pumps are now being installed which should result in sufficient dewatering of the ILS to allow evaluation and initiation of restoration of the facility. Once the ILS is drained it will be necessary for the dry well to be thoroughly cleaned and disinfected to allow entry and access for the repairs. One or more additional construction contracts will ultimately be needed to resolve the situation, as well as direct purchase of required equipment. The Water System has issued a Request For Proposals for related construction management services.

The six 1,500 horsepower motors and two 500 horsepower motors that operated the duty pumps and drain pumps in the ILS have been submerged for more than six months, are considered damaged beyond repair, and must be replaced. The manufacturer has quoted a replacement cost of \$1,771,270.00 for these motors. Because these motors are custom-designed for this application, it is estimated that manufacture and delivery will take up to 44 weeks from authorization. Due to this long lead time, the Water System wishes to initiate the purchase of these motors at this time. **It is anticipated that the cost for restoration of the ILS, including the cost of replacement motors, will be reimbursed by insurance**

coverage, with the exception of a \$250,000.00 deductible.

IMPACT STATEMENT

N/A

FUNDING

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

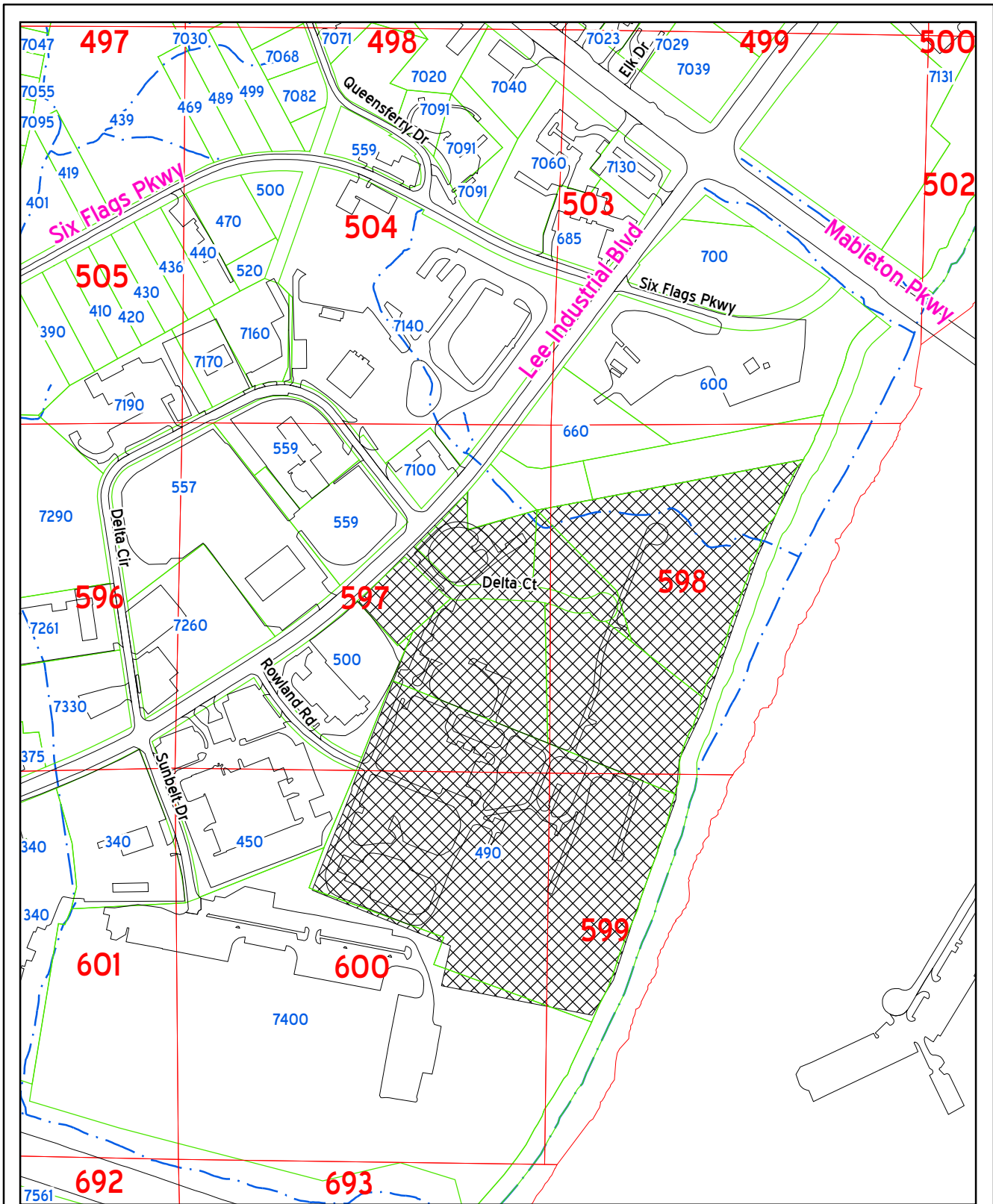
Increase Revenue:	500-500-5100-4992	(R.E.-Designated)	\$1,782,270.00
Increase Expenditure:	500-500-5100-6594	(Interfund-Out)	\$1,782,270.00
Increase Revenue:	510-500-5750-4960	A5750-A	\$1,782,270.00
Increase Expenditures:			
South Cobb WRF Influent Lift Station Recovery			
Construction	510-500-5753-8275	T5004-C	\$1,771,270.00
Materials & Supplies	510-500-5753-8265	T5004-M	\$ 1,000.00
Contingency	510-500-5753-8810	T5004-T	<u>\$ 10,000.00</u>
Total			\$1,782,270.00

RECOMMENDATION

The Board of Commissioners approve the purchase of replacement pump motors, in the amount of \$1,771,270.00, for the South Cobb Water Reclamation Facility Influent Lift Station Recovery, Program No. T5004; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

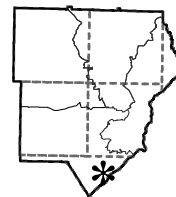
ATTACHMENTS

1. Map-062519 S. Cobb WRF ILS Recovery T5004



Project: South Cobb Water Reclamation Facility
 Program Number: T5004
 Land Lots: As Shown
 District: 18th
 Commission District: 4
 Description: ILS Recovery

1:6,000





Water System

Stephen D. McCullers, P.E., Director

Districts All

Item No. 18.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Steve McCullers, Water System Agency Director

DATE: June 25, 2019

PURPOSE

To approve a List of Prequalified Contractors for Water and Sewer Line Construction, Cured-in-Place Sewer Pipe Rehabilitation Construction, and Manhole Rehabilitation Construction to become effective June 25, 2019.

BACKGROUND

On July 12, 2005, the Board of Commissioners approved the revised *Policy for Pre-Qualification of Contractors*. This policy requires redevelopment of the Contractor Prequalification Lists for all County agencies every two years. In conformance with this requirement, the Cobb County Water System issued a "Notice of Renewal" to all firms on their List of Prequalified Contractors for all categories and publicly advertised a solicitation for submittal of statements of qualifications from other interested firms.

Following review of the submitted qualification statements and other information, the firms on the attached list were found acceptable by the Water System staff for inclusion on the List of Prequalified Contractors.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve the Water System's List of Prequalified Contractors for Water and Sewer Line Construction, Cured-in-Place Sewer Pipe Rehabilitation Construction, and Manhole Rehabilitation Construction to become effective June 25, 2019.

ATTACHMENTS

1. 062519 Cobb County Water System List of Prequalified Contractors

COBB COUNTY WATER SYSTEM
LIST OF PREQUALIFIED CONTRACTORS
Effective June 25, 2019

Water and Sewer Line Construction

C. H. Kirkpatrick & Sons Welding Service, Inc.	North Georgia Pipeline, Inc.
CaJenn Construction & Rehabilitation Services Inc.	Ray Campbell Contracting Company, Inc.*
Chatfield Contracting, Inc.	RDJE, Inc.
Cleary Construction, Inc.	Reynolds Construction of Georgia, LLC
CMES, Inc.*	Rockdale Pipeline, Inc.
Corley Contractors, Inc.	Ruby-Collins, Inc.
D & H Construction Company	Site Engineering, Inc.
Don Moorhead Construction, Inc.	Smith Pipeline, Inc.*
G.S. Construction, Inc.	Steele & Associates, Inc.
Garney Companies, Inc.	Strack, Incorporated
Georgia Development Partners, LLC	Strickland & Sons Pipeline, Inc.
Gordy Construction Company, Inc.	Super Excavators, Inc.
Haren Construction Company, Inc.	The Dickerson Group, Inc.
John D. Stephens, Inc.	Tippins Contracting Co., Inc.
K.M. Davis Contracting Co., Inc.	Total Development, Inc.
Legacy Water Group, LLC	Unity Construction Co., Inc.
M.V.P. Piping Company, Inc.	Wade Coots Company, Inc.
McCart Pipeline, Inc.	
Mid-South Builders, Inc.	

* Prequalified for Water Projects Only

CIPP Rehabilitation Construction

Am-Liner East, Inc.
Granite Inliner, LLC
Insituform Technologies, LLC
IPR Southeast LLC
SAK Construction, LLC

Manhole Rehabilitation Construction

Mechanical Jobbers Marketing, Inc.
RDJE, Inc.
Steele & Associates, Inc.



Transportation

Erica Parish, Director

District 3

Item No. 19.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To authorize the installation of speed humps on First Drive, and authorize procurement of professional services for same.

BACKGROUND

Traffic calming on County roads is often requested by citizens. The Department and the Board of Commissioners have developed a program to address this need on local roads which meet specific criteria. The program includes deployment of a portable dynamic speed display sign and potential installation of speed humps.

The County Speed Hump Policy provides a process whereby subdivisions or neighborhood areas can obtain speed humps for traffic calming on local roads which have a 25 MPH speed limit and meet required geometric, speed and volume criteria. Traffic data is collected from road studies to determine the 85th percentile traffic speed and the average daily traffic (ADT). If the 85th percentile speed is equal to or greater than 35 MPH, and the ADT is between 300 and 3,000 vehicles per day on the study roads, then the proposed speed hump district qualifies for the petition process. A public meeting is conducted by the Department to provide affected property owners within the proposed speed hump district with relevant information prior to circulation of the petition. To qualify for consideration, the petition must be returned with a minimum of 65 percent of property owners having registered their support for speed hump installation.

First Drive is a local County-maintained street located in Commission District 3. This two-lane road runs between Sandy Plains Road and East Piedmont Road. Traffic speed and volume data collected on First Drive in September 2018 revealed an 85th percentile speed of 37 MPH and an ADT of 635 vehicles per day; therefore, this location qualified for the petition phase of the process. A public meeting was held with the community on March 20, 2019, and petition circulation was initiated. Verification of the petition signatures submitted confirmed that the installation of speed humps was supported by the required threshold of affected property owners. Installation of four speed humps is recommended on First Drive.

A solicitation for bids to install a total of four speed humps was issued by the Department on May 24, 2019. A total of three vendors responded, two of which replied as No Bid. The single bid from Butch Thompson Enterprises, Inc., at a cost not to exceed \$15,800.00, was reviewed and found to be reasonable and responsive.

IMPACT STATEMENT

N/A

FUNDING

Available in the Department's approved FY19 General Fund Operating Budget, with the following budget transfer:

Transfer from:	010-050-0750-6168 (Gas & Diesel Fuel)	\$15,800.00
Transfer to:	010-050-0750-6514 (Traffic Control R&M)	\$15,800.00

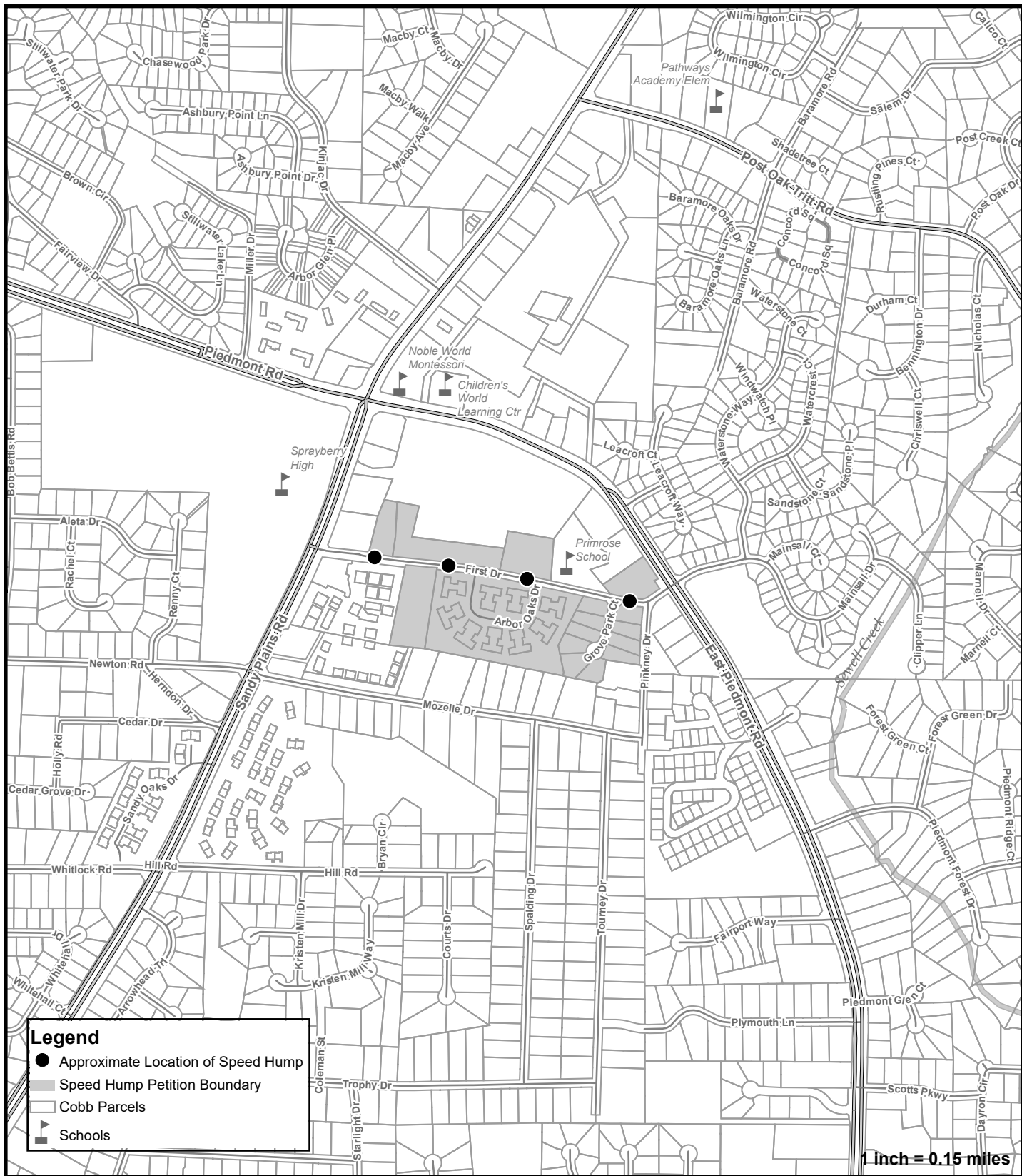
RECOMMENDATION

The Board of Commissioners authorize the installation of four speed humps on First Drive, between Sandy Plains Road and East Piedmont Road; authorize procurement of professional services for same, in an amount not to exceed \$15,800.00; and further authorize the corresponding budget transaction.

ATTACHMENTS

1. Location Map

LOCATION MAP



Department of Transportation

PROJECT:
First Drive Speed Humps

DATE: June 25, 2019





Transportation

Erica Parish, Director

Districts All

Item No. 20.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To authorize the donation of surplus Ethernet switches to the Georgia Department of Transportation.

BACKGROUND

The Department's Intelligent Transportation System (ITS) fiber optic network serves as the backbone of the Advanced Transportation Management System. This network includes over 200 miles of fiber optic cable and over 450 network switches, which provide communication to 550 traffic signals and over 240 closed circuit television (CCTV) cameras. Approximately eleven years ago, the first-generation of Ethernet switches were installed to enhance the Department's ITS.

On August 28, 2018, the Board of Commissioners authorized procurement of new Ethernet switches, equipment, licenses and professional support services, at a cost not to exceed \$583,074.14, to establish five communications hubs. The new switches upgraded the ITS network to the latest technology to improve reliability of the overall network utilized for traffic signal operations, traffic management, and future advances in ITS. As a result of this recent upgrade, the Department now has a surplus of Garrett Com Legacy Ethernet switches, which have been in service for approximately seven to nine years.

The Georgia Department of Transportation (GDOT) has contacted the Department and expressed an interest in repurposing the surplus Ethernet switches for their use. GDOT has been a generous partner to Cobb County over the years by providing advanced traffic signal controllers, cabinets, CCTV cameras, and central software applications, including NaviGator and MaxView, at no cost to the County. Therefore, the Department recommends donating approximately 200 surplus Garrett Com Legacy Ethernet switches to GDOT. It is estimated that the switches have a surplus value of less than \$100 each.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners authorize the donation of approximately 200 surplus Ethernet switches to the Georgia Department of Transportation.

ATTACHMENTS

None



Transportation

Erica Parish, Director

District 3

Item No. 21.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To approve Change Order No. 1 (final) to the contract with Axtell's, Inc., for Taxiway B and South Apron Crack Seal and Remarking at Cobb County International Airport – McCollum Field, Project No. A102, CCDOT Contract No. 001395.

BACKGROUND

The Taxiway B and the South Apron Crack Seal and Remarking Project at Cobb County International Airport – McCollum Field (Airport) is an approved project in the current Airport Capital Improvements Plan, and is also a State grant funded project.

The project included sealing cracks on Taxiway B and the South Apron, and remarking the pavement to extend the useful life of the existing pavement.

On December 17, 2018, the Board of Commissioners approved a contract with Axtell's, Inc., (Axtell's) for Taxiway B and South Apron Crack Seal and Remarking.

Also on December 17, 2018, the Board authorized the acceptance of and appropriation of funding from Georgia Department of Transportation (GDOT) Contract No. AP019-9000-34 (067), in an amount not to exceed \$178,589.00, for Taxiway B and South Apron Crack Seal and Remarking. The GDOT Contract provided 75 percent State funding for eligible costs associated with this project. The required 25 percent local match, in an amount not to exceed \$59,530.00, was funded by the Airport Division's Fund Balance Reserves account. Due to rounding of final calculations, the GDOT Contract for this project was authorized at a total amount not to exceed \$238,119.00, which was \$.40 less than the contract awarded to Axtell's; therefore, the amount of the encumbrance issued to Axtell's for this project was adjusted down to the amount of the GDOT funding authorized.

Details for action requested are as follows:

Crack sealing and remarking are complete and Change Order No. 1 (final) to the contract with Axtell's, a savings to the project in the amount of \$45,380.75, is requested due to variations between the original estimated scope of services and the final services required. These are the final changes necessary to close this contract with Axtell's.

Original Contract	\$238,119.40
Change Order No. 1 (final)	<u>(\$ 45,380.75)</u>
Revised Contract	\$192,738.65

IMPACT STATEMENT

N/A

FUNDING

A savings to the Grant Fund, as follows:

Decrease GAE 27012171806: 270-050-A102-8024 (Land Imprv. - Deprec.) \$45,380.35

Decrease receipt of revenue in the Grant Fund from GDOT Contract No. AP016-9030-34 (067), as follows:

Decrease Revenue:	270-050-A102-4466 (GDOT Revenue)	\$34,035.26
Decrease Expenditure:	270-050-A102-8024 (Land Imprv. - Deprec.)	\$34,035.26

Decrease local match funding in the Grant Fund, with the following interfund transfer to the Airport Division's approved FY19 Operating Budget:

Decrease Expenditure:	270-050-A102-8024 (Land Imprv. - Deprec.)	\$11,345.09
Increase Expenditure:	270-050-A102-6594 (Interfund Expense)	\$11,345.09
Increase Revenue:	010-050-0720-4960 (Interfund Revenue)	\$11,345.09
Increase Expenditure:	010-050-0720-8852 (Fund Bal. Reserve)	\$11,345.09

RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to the contract with Axtell's, Inc., a savings to the project in the amount of \$45,380.75, for Taxiway B and South Apron Crack Seal and Remarketing at Cobb County International Airport – McCollum Field, Project No. A102, CCDOT Contract No. 001395; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Transportation

Erica Parish, Director

District 3

Item No. 22.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To approve Change Order No. 1 (final) to Work Order No. F5 to the 2017 Master Contract with Michael Baker International, Inc., for construction administration services for Taxiway B and South Apron Crack Seal and Remarking at Cobb County International Airport – McCollum Field, Project No. A102, CCDOT Contract No. 001188.

BACKGROUND

Taxiway B and the South Apron Crack Seal and Remarking at Cobb County International Airport – McCollum Field (Airport) is an approved project in the current Airport Capital Improvements Plan, and is a State grant funded project.

On June 27, 2017, the Board of Commissioners approved a Master Contract with Michael Baker International, Inc., (Michael Baker) for the program management, planning, design/engineering, and construction management of capital improvement projects at the Airport. This contract is for a term of five years, in an amount not to exceed a total of \$3,000,000.00. Specific tasks will be issued in the form of Work Orders to the Master Contract, and each Work Order will outline the scope and fee of each specific project.

On December 17, 2018, the Board approved Work Order No. F5 to the 2017 Master Contract with Michael Baker for construction administration services required for the Taxiway B and South Apron Crack Seal and Remarking project. The State reviewed Work Order No. F5 for reasonableness, and determined that up to 75 percent of eligible project costs are reimbursable from approved grant funds.

Details for action requested are as follows:

Crack sealing and remarking are complete and Change Order No. 1 (final) to Work Order No. F5 to the 2017 Master Contract with Michael Baker, a savings to the project in the amount of \$2,714.00, is requested due to variations between the original estimated scope of services and the final services required. These are the final changes necessary to close this project with Michael Baker.

Original Contract	\$17,222.00
Change Order No. 1 (final)	<u>(\$ 2,714.00)</u>
Revised Contract	\$14,508.00

IMPACT STATEMENT

N/A

FUNDING

A savings to the Grant Fund, as follows:

Decrease GAE 27012171807:	270-050-A102-8024 (Land Imprv. - Deprec.)	\$2,714.00
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Decrease receipt of revenue in the Grant Fund from GDOT Contract No. AP019-9000-34 (067), as follows:

Decrease Revenue:	270-050-A102-4466 (GDOT Revenue)	\$2,035.50
Decrease Expenditure:	270-050-A102-8024 (Land Imprv. - Deprec.)	\$2,035.50

Decrease local match funding in the Grant Fund, with the following interfund transfer to the Airport Division's approved FY19 Operating Budget:

Decrease Expenditure:	270-050-A102-8024 (Land Imprv. - Deprec.)	\$678.50
Increase Expenditure:	270-050-A102-6594 (Interfund Expense)	\$678.50
Increase Revenue:	010-050-0720-4960 (Interfund Revenue)	\$678.50
Increase Expenditure:	010-050-0720-8852 (Fund Bal. Reserve)	\$678.50

RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to Work Order No. F5 to the 2017 Master Contract with Michael Baker International, Inc., a savings to the project in the amount of \$2,714.00, for construction administration services for Taxiway B and South Apron Crack Seal and Marking at Cobb County International Airport – McCollum Field, Project No. A102, CCDOT Contract No. 001188; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Transportation

Erica Parish, Director

District 3

Item No. 23.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To approve Change Order No. 1 to the contract with Cooper and Company General Contractors, Inc., for Construction Management at Risk construction services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations, Project No. 4826-3, CCDOT Contract No. 001246.

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 this facility, 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 service levels. Upgraded technology will address existing safety, security, and environmental concerns, and will also contribute to reducing overall annual operating costs.

On January 10, 2017, the Board of Commissioners approved a contract with Cooper and Company General Contractors, Inc., (Cooper) in an amount not to exceed \$6,000.00, for Construction Management at Risk (CMAR) preconstruction services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations, CCDOT Contract No. 001119.

On May 8, 2018, the Board approved a contract with Cooper for CMAR construction services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations.

Details for action requested are as follows:

During construction, several unanticipated site conditions and utility conflicts have been identified that require changes to the current contract. Contaminated soil and soil cement discovered will need to be removed/disposed of, in accordance with State guidelines. Due to the presence of a utility conflict, the Underground Water Quality Unit will need to be shifted, and additional rock will be added to strengthen the

foundation for the Unit. Additional costs will also be incurred for increased preventive maintenance services on existing equipment, as well as increased costs for Compressed Natural Gas equipment required.

Change Order No. 1 to the contract with Cooper, in an amount not to exceed \$406,208.59, is requested for additional CMAR construction services required for the CobbLinc Bus Fueling Station and Bus Wash Facility Renovations project.

Original Contract	\$ 5,374,864.00
Change Order No. 1	<u>\$ 406,208.59</u>
Revised Contract	\$ 5,781,072.59

Existing Federal Transit Administration grant funding, as previously approved and appropriated by the Board, will provide 80 percent of the total cost for additional construction services required, in an amount not to exceed \$324,966.87. The required local match of 20 percent, in an amount not to exceed \$81,241.72, is available in the approved Transit Grant Fund.

IMPACT STATEMENT

N/A

FUNDING

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

Transfer from:	203-050-T080-T080-8005 (Preliminary Est.)	\$406,208.59
Transfer to:	203-050-T078-T078-8110 (Renov. of Bldgs. & Structures)	\$406,208.59

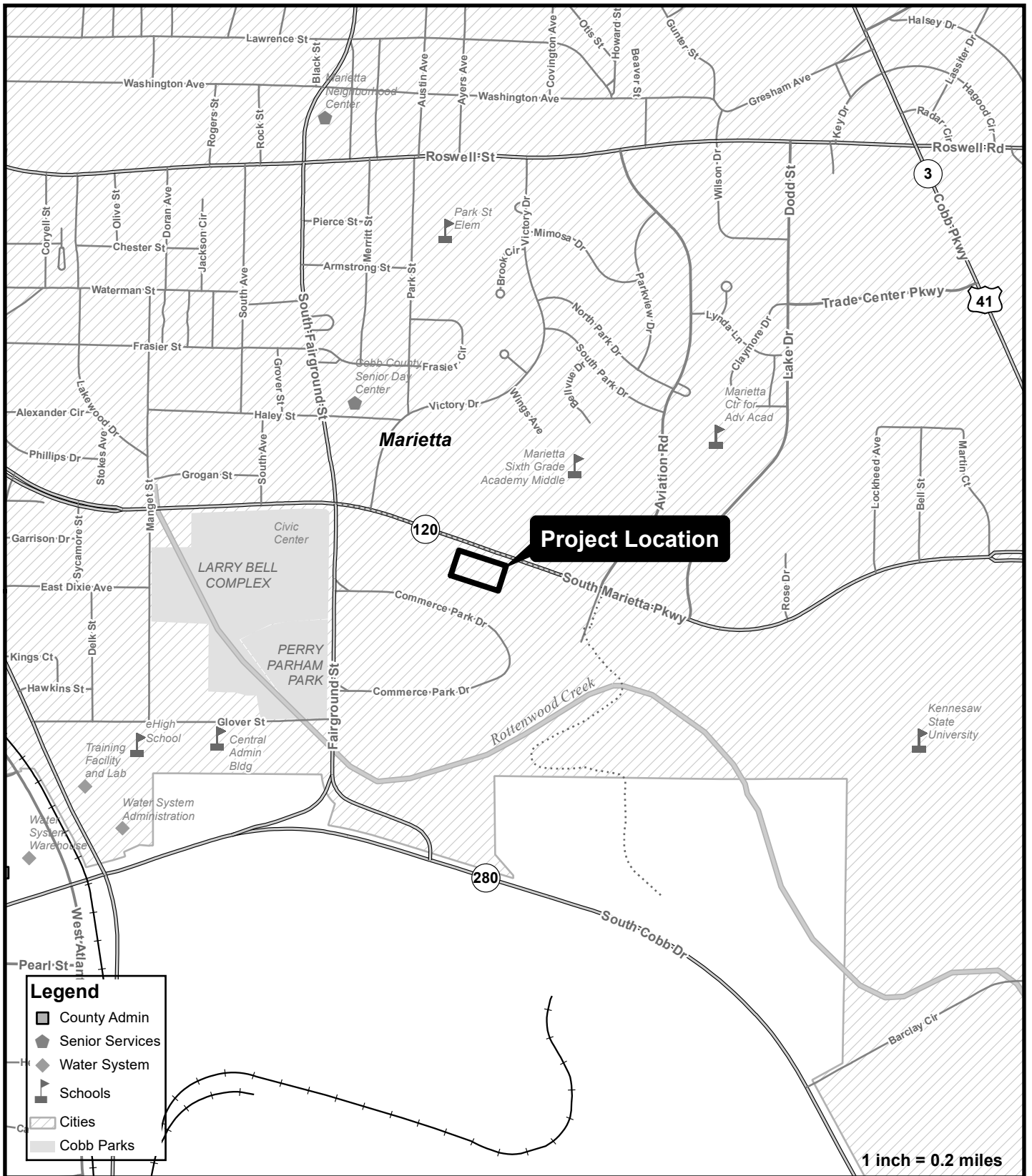
RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 to the contract with Cooper and Company General Contractors, Inc., in an amount not to exceed \$406,208.59, for additional Construction Management at Risk construction services for CobbLinc Bus Fueling Station and Bus Wash Facility Renovations, Project No. 4826-3, CCDOT Contract No. 001246; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

- 1. Location Map

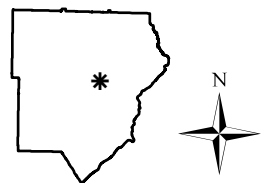
LOCATION MAP



Department of Transportation

PROJECT:
CobbLinc Bus Fueling Station and Bus Wash
Facility Renovations

DATE: June 25, 2019



Notes: Commission District 3



PARKS

Jimmy Gisi, PARKS Director

Districts All

Item No. 24.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jimmy Gisi, PARKS Director

DATE: June 25, 2019

PURPOSE

To authorize the expenditure of funds for the necessary repair/replacement/resurfacing of tennis courts in county parks from collected cellular tower revenues.

BACKGROUND

Cobb PARKS proposes to repair or resurface various tennis courts at several park locations in Cobb County. Tennis courts should be repaired/resurfaced every 3-5 years depending upon harsh conditions, frequency of play and the intensity of freeze/thaw cycles. The asphalt in most of our tennis centers and satellite parks are the original asphalt and extreme weather plays a role in cracking, chipping and settling of the asphalt. High-traffic areas due to increased play also affects the wear of the paint on the courts. Every few years maintenance is needed to keep our courts in top condition. We are proposing to repair/resurface courts at these locations: Fair Oaks Tennis Center, Harrison Tennis Center, Hurt Road Park, Kennworth Tennis Center, Lost Mountain Tennis Center, Rhyne Park, Shaw Park, Skip Wells Park, Sweat Mountain Park, Sweetwater Tennis Center and Terrell Mill Tennis Center.

Cobb PARKS will repair/resurface the tennis courts by utilizing the County's annual price agreement with Signature Tennis Courts. The movement/repair of fencing at the tennis facilities during the resurfacing process will be done through the County's annual price agreement with Groover Fence Company.

IMPACT STATEMENT

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

FUNDING

Decrease Expenditure	010-105-3200-8818 Reserves	\$493,238.35
Increase Expenditure	010-105-3200-6494 Building & Grounds-R&M Service	\$493,238.35

RECOMMENDATION

Board of Commissioners authorize the expenditure of funds from collected cellular tower revenues under Cobb County Purchasing Policy rules in a total amount not to exceed \$493,238.35; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Support Services

Eddie Canon, Support Services Agency

Director

Districts All

Item No. 25.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Eddie Canon, Support Services Agency Director

DATE: June 25, 2019

PURPOSE

To ratify the action of the Board taken in executive session authorizing an Agreement for Purchase and Sale for the sale of certain real property located at 57 Waddell Street not required for County purposes to Gregory, Doyle, Calhoun & Rogers, LLC, through the brokerage firm of McWhirter Realty Partners.

BACKGROUND

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

On March 27, 2012, the Board approved a contract for such brokerage services with McWhirter Realty Partners. A number of properties were declared by the Board as surplus and were included in the broker agreement..

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

On April 12, 2011, the Board declared 57 Waddell Street surplus property and authorized the advertisement and the sale of the property. On May 23, 2016, the Board authorized a lease of the property to The Board of Regents of the University System of Georgia for use by Kennesaw State University ("Tenant"). On June 1, 2016, a lease was entered into between the county and the Tenant for that property ("Lease"). The lease provides for a right of first refusal for the tenant to purchase the property upon the same terms and conditions as set forth in any offer the county may receive and desire to accept for the sale of the property.

A Purchase and Sale Agreement (“Offer”) to purchase this property for the sum of Two Million One Hundred Thousand Dollars (\$2,100,000.00) has been submitted by Gregory Doyle through McWhirter Realty Partners. The Offer acknowledged that the property would be sold subject to the Lease with KSU. The Property Advisory Commission recommends that this property be sold to Gregory Doyle for that price and pursuant to the terms of the Offer.

On May 13, 2019, the Board in executive session voted to authorize the sale of the property in accordance with the terms of the Offer, subject to the tenant’s right of first refusal under the lease to purchase it. At the same meeting, the Board authorized extending the term of the Lease for an additional year to June 30, 2020. A separate agenda item is being presented concurrently with this item to ratify the Board’s action authorizing the one year extension of the Lease.

On May 14, 2017, notice of the county’s desire to accept the Offer was given to KSU. On June 7, 2019, KSU advised the county that it did not wish to exercise the option to purchase the property.

The sale of this property would bring additional revenue to the County.

IMPACT STATEMENT

N/A

FUNDING

Appropriate the receipt of additional funding to:

Increase Revenue	010-014-0140-4944	(Sale of Salvage Property)	\$2,100,000.00
Increase Expenditure	010-014-0140-8820	Undesignated Contingency)	\$2,100,000.00

RECOMMENDATION

The Board of Commissioners ratify the action taken in executive session authorizing the sale of certain county-owned property located at 57 Waddell Street, Marietta, Georgia, no longer required for County purposes, to Gregory, Doyle, Calhoun & Rogers, P.C., through the brokerage firm of McWhirter Realty Partners, in the amount of Two Million One Hundred Thousand Dollars (\$2,100,000.00), and pursuant to the terms of the attached Purchase and Sale Agreement; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Agreement EXECUTED

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of April, 2019 ("Effective Date"), by and between **COBB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (hereinafter referred to as "Seller") and **GREGORY, DOYLE, CALHOUN & ROGERS, LLC**, a Georgia limited liability company (hereinafter referred to as "Purchaser").

WITNESSETH:

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

1.0 Agreement to Sell and Purchase: Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, all that tract or parcel of land consisting of approximately 0.93 acre, situated at 57 Waddell Drive, in Marietta, Cobb County, Georgia, being all of the property identified as Tax Parcel ID 16123200090, to be further described with an updated survey commissioned by Purchaser to be attached hereto as **Exhibit "A."**

2.0 Purchase Price: The purchase price for the Property shall be TWO MILLION ONE HUNDRED THOUSAND AND 00/100THS DOLLARS (\$2,100,000.00) (the "Purchase Price").

3.0 Earnest Money: Seller shall, within three (3) business days of the Effective Date of this Agreement, deposit the sum of FORTY THOUSAND DOLLARS (\$40,000.00) ("Earnest Money") with Chicago Title Insurance Company ("Escrow Agent"). The Earnest Money shall be applied to the Purchase Price at Closing, and shall be refundable to Purchaser if, and only if: (i) Purchaser elects to terminate this Agreement on or before the last day of the initial Due Diligence Period, or (ii) Seller defaults upon its obligations hereunder beyond the expiration of any applicable notice and cure period.

4.0 Due Diligence: Purchaser, its agents or representatives, shall have the right at reasonable times during normal business hours after notice to Seller, for a period of Sixty (60) days from and after the Effective Date, to enter upon the Property for the purposes of conducting soil tests, borings, percolation tests, and any other tests, inspections, or examinations that Purchaser desires in regard to the Property ("Diligence Period"). Purchaser shall be responsible for the payment of any inspection fees, appraisal fees, engineering fees or other expenses of any kind incurred by Purchaser in the inspection or investigation of the Property. Purchaser shall immediately remove from title to the Property or bond off any mechanics or other liens associated with such due diligence. After any such entry or inspection, Purchaser shall promptly restore the Property to its prior condition. Purchaser shall, to the fullest extent of the law, indemnify, defend and hold Seller harmless from any and all actions, suits, liens, claims, damages, expenses, losses, and liabilities (including reasonable attorney's fees and expenses) arising from or related to Purchaser's agents' or contractors' entry upon the Property or any such

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

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

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

6.0 Representations and Warranties:

6.1 Seller. Seller represents and covenants to Buyer that there are no actions, suits or proceedings pending or threatened against, by or affecting Seller or the Property; Seller has the authority to convey the Property to Buyer without the joinder of any other person or entity; on the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property; and the Property will be delivered to Buyer at Closing free and clear from any leases, contracts and tenants in possession. Each representation and warranty of Seller contained in this Agreement shall be true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall be then true and accurate in all material respects.

6.2 Purchaser. Purchaser represents and warrants to Seller as follows: Purchaser is duly organized and legally existing under the laws of the State of Georgia. The execution and delivery of, and Seller's performance under, this Agreement are within Purchaser's powers and have been duly authorized by all requisite corporate action; the person executing this Agreement on behalf of Purchaser has the authority to do so; this Agreement constitutes the legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under, any agreement or other instrument to which Purchaser is a party or by which Purchaser might be bound. Each representation and warranty of Purchaser contained in this Agreement shall be true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall be then true and accurate in all material respects.

7.0 Title:

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

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

8.0 Survey: Purchaser may obtain a current survey of the Property. In the event such survey reveals any encroachments or other matters unacceptable to Purchaser, in its reasonable

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

9.0 Default

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

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

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

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

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

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

whereupon the Earnest Money shall be refunded to Purchaser and the parties shall be relieved of all further obligations hereunder, except for those obligations which expressly survive the termination of this Agreement.

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

(e) Lease And Right of First Refusal: The parties acknowledge that the Property is being sold and conveyed to Purchaser subject to a lease between Seller and the Board of Regents of the University System of Georgia, for the use of Kennesaw State University ("Tenant"), dated June 1, 2016, as amended ("Lease"). Seller shall assign the Lease to Purchaser and Purchaser agrees to accept title to the Property at Closing subject to the terms and conditions of the Lease. Purchaser shall have the right to sole and exclusive possession of the Property upon the expiration or sooner termination of the Lease, as provided therein.

Notwithstanding the foregoing, Purchaser acknowledges that Tenant has a right of first refusal under the Lease to purchase the Property at the Purchase Price and upon the terms and conditions set forth in this Agreement. Purchaser further acknowledges that Seller is required to give Tenant written notice of the proposed sale of the Property pursuant to the terms of this Agreement and that Tenant shall have a period of thirty (30) days after Seller provides such notice within which to exercise the right of first refusal under the Lease and purchase the Property upon the same terms and conditions. Seller agrees to provide such notice to Tenant promptly upon the full execution of this Agreement by the parties, and thereafter advise Purchaser of Tenant's election under the right of first refusal.

11.0 Closing and Closing Costs:

11.1 Closing. The consummation of the transactions described herein (herein referred to as "Closing") will be held at the law offices of *To Be Determined* ("Closing Attorney"). The closing shall take place on or before the date that is five (5) days after the expiration of the Due Diligence Period, or such other date as is agreed to by the parties ("Closing Date"). Seller and Purchaser agree to comply with, and to execute and deliver such certifications, affidavits, and statements as are required at the closing in order to meet the requirements of the Internal Revenue Code Section 1445 (Foreign/Non-foreign Sellers). Seller and Purchaser agree to reasonably cooperate with one another to deliver documents in escrow to the Closing Attorney to avoid the need for representatives of Seller and Purchaser to attend the Closing. The Closing Attorney will represent Seller at the Closing

11.2 Closing Costs. At Closing, Purchaser shall pay the cost of the title commitment, owner's policy of title insurance and any obligation for real estate brokers' fees or

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

Ad valorem taxes, if any, shall be prorated as of the Closing Date. All revenue stamps, transfer taxes, and sales tax, if any, payable in connection with the sale contemplated by this Agreement shall be paid by Seller. If Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be based upon the tax rate for the immediately preceding year applied to the latest assessed valuation for the Property. The parties agree to adjust the proration of taxes within thirty (30) days after the actual taxes for the year in which closing occurs are determined, and pay or refund to the other party any amount required as a result of such adjustment. The proration provisions of this Section 11.2 shall survive the Closing. Each party shall pay its own attorneys fees incurred in connection with the transaction that is the subject of this Agreement. Seller and Purchaser shall each pay one-half (1/2) of any reasonable and actual charges for the Escrow Agent for holding the Earnest Money.

12.0 Closing Documents:

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

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

(ii) a Closing Statement;

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

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

(v) An assignment of the lease of the Property between the Seller and the Board of Regents of the University System of Georgia, for the use of Kennesaw State University;

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

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

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

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

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

(iii) a Closing Statement;

(iv) An assignment of the lease of the Property between the Seller and the Board of Regents of the University System of Georgia, for the use of Kennesaw State University;

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

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

13.0 Possession. Seller shall deliver possession of the Property to Purchaser at Closing, subject to the Lease, as described in Section 10 (f) of this Agreement.

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

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

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

SELLER:

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

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

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

PURCHASER:

Gregory, Doyle, Calhoun & Rogers, LLC
49 Atlanta Street
Marietta, GA 30060
Attn: Jeffrey N. Gaba, Esq.

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

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

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

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

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

22.0 **TIME IS OF THE ESSENCE OF THIS AGREEMENT.**

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

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

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

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

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

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

SELLER:
COBB COUNTY, GEORGIA

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

Approved as to Form:

Attest:

By: _____
County Attorney

County Clerk

Signatures continued on next page

**PURCHASER:
GREGORY, DOYLE, CALHOUN &
ROGERS, LLC**

By:  .

Name: H. Scott Gregory

Title: Managing Member

EXHIBIT “A”
PROPERTY DESCRIPTION
[to be attached later]

EXHIBIT "B"
PERMITTED TITLE EXCEPTIONS

1. Taxes and assessments not yet due and payable
2. Zoning ordinances affecting the Property
3. Utility, sewer and drainage easements and other matters of record, not affecting Purchaser's proposed use of the Property
4. Rights of ways of all public roads
5. Lease between Seller and the Board of Regents of the University System of Georgia, for the use of Kennesaw State University ("Tenant"), dated June 1, 2016, as amended



Support Services

Eddie Canon, Support Services Agency

Director

Districts All

Item No. 26.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Eddie Canon, Support Services Agency Director

DATE: June 25, 2019

PURPOSE

To ratify the action taken by the Board in executive session authorizing a Second Amendment to Lease with the Board of Regents of the University System of Georgia, for use by Kennesaw State University, for property located at 57 Waddell Street, through the brokerage firm of McWhirter Realty Partners.

BACKGROUND

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

On March 27, 2012, the Board approved a contract for such brokerage services with McWhirter Realty Partners. A number of properties were declared by the Board as surplus and were included in the broker agreement. On April 11, 2012, a Brokerage Agreement was entered into with McWhirter Realty Corporation, d.b.a. McWhirter Realty Partners, upon terms and conditions recommended by the Property Advisory Commission, as negotiated with the assistance of the County Attorney's Office and approved by The Board.

On April 12, 2011, the Board declared 57 Waddell Street surplus property and authorized the sale of the property. On August 9, 2011, the Board approved a lease for the property with Capital South, LLC. On October 9, 2012, the board approved an Amendment to the lease. That lease was terminated on January 19, 2015.

On December 3, 2015, an offer to lease the property was presented by Georgia Business Success Center, d.b.a. IgniteHQ, through McWhirter Realty Partners. The offer proposed to use the property as a business incubator for start-up companies affiliated with KSU, the Cobb Chamber of Commerce and the Competitive Edge Program. On December 9, 2015, the Property Advisory Commission recommended to the Board that the offer be accepted with a few revisions, which were subsequently negotiated with the assistance of the County Attorney's Office.

On May 23, 2016, the Board approved a revised lease with The Board of Regents of the University System of Georgia for use by Kennesaw State University ("Tenant"). for the purposes of identifying, developing and

providing resources for start-up businesses and entrepreneurs. On June 1, 2016, a lease was entered into between the county and the Tenant for the property ("Lease"). The initial term of the Lease commenced June 1, 2016 and expired June 30, 2016, to coincide with the fiscal year for the Board of Regents ("Initial Term"). The Lease provided for three (3) one-year terms ("Renewal Terms"), all of which have been exercised. The current lease term will expire on June 30, 2019.

The tenant has requested that the term of the Lease be extended for an additional one-year term.

On May 13, 2019, the Board in executive session voted to authorize extending the term of the Lease for an additional year to June 30, 2020 as provided in the Second Amendment to Lease. A separate agenda item is being presented concurrently with this item to ratify the Board's action at that meeting authorizing the sale of the property subject to the Lease, as amended.

IMPACT STATEMENT

N/A

FUNDING

Lease revenue will continue to be appropriated as follows:

010-014-0140-4870 (Lease Revenue)

RECOMMENDATION

The Board of Commissioners ratify action taken in executive session authorizing a Second Amendment to Lease with the Board of Regents of the University System of Georgia, for use by Kennesaw State University, for property located at 57 Waddell Street, Marietta, through the brokerage firm of McWhirter Realty Partners, to extend the term for an additional one-year term as provided in the Second Amendment to Lease attached; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Second Amendment Tenant Executed

STATE OF GEORGIA

COUNTY OF COBB

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (the "Second Amendment") made and entered into this _____ day of _____, 2019, by and between **COBB COUNTY**, a political subdivision of Georgia, whose address is 100 Cherokee Street, Marietta, Georgia 30090, party of the first part, hereinafter called Landlord, and the **BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**, for the use of Kennesaw State University, a unit of the University System of Georgia, whose address is 270 Washington Street, Sixth Floor, Atlanta, Georgia 30334, party of the second part, hereinafter called Tenant:

WITNESSETH:

WHEREAS, the Landlord and Tenant are parties to a lease dated June 1, 2016 and later amended on December 4, 2017 (the "Lease"), wherein Landlord leased to Tenant certain premises located at 57 Waddell Street, Marietta, Georgia, defined in the Lease as the "Property; and

WHEREAS, Landlord and Tenant desire to further amend the Lease to add another renewal term, as provided in this Second Amendment.

NOW THEREFORE, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Section 3.2, entitled "Rent", shall be amended by deleting the rent schedule in its entirety and replacing it with the following.

<u>Term</u>	<u>Dates</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
Initial Term	6/1/2016 - 6/30/2016	\$7,608.33	\$7,608.33
1 st Renewal Term	7/1/2016 – 6/30/2017	\$7,608.33	\$91,300.00
2 nd Renewal Term	7/1/2017 – 11/30/2017	\$15,216.66	\$129,341.61
	12/1/2017 – 6/30/2018	\$7,608.33	
3 rd Renewal Term	7/1/2018 – 6/30/2019	\$11,412.50	\$136,950.00
4 th Renewal Term	7/1/2019 – 6/30/2020	\$11,412.50	\$136,950.00

2. Section 4.1 of the Lease shall be amended to provide that Tenant shall have the right, privilege and option to extend the Lease for a fourth renewal term of one year commencing July 1, 2019 and expiring on June 30, 2020 ("Fourth Option"). Landlord and Tenant agree that Tenant is hereby exercising the Fourth Option to extend the term of the Lease for an additional year at the rental amount set forth in Section 3.2 of this Second Amendment and upon the other terms and provisions as set forth in the Lease, as amended.

3. Except as herein modified, all terms, covenants and conditions of the Lease are hereby reaffirmed and shall remain in full force and effect.

4. The Second Amendment shall be binding and inure to the benefit of the parties to it, and their respective successors and assigns.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed signed, and delivered this Second Amendment to Lease in duplicate the day, month, and year first above written, each of the said parties keeping on of the copies hereof.

Signed, sealed and delivered
in the presence of:

LANDLORD:
COBB COUNTY, GEORGIA

Unofficial Witness

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

Notary Public

Attest: _____ L.S.
County Clerk

My Commission Expires:

(SEAL)

Approved as to Form:

Cobb County Attorney's Office

TENANT:
BOARD OF REGENTS OF THE
UNIVERSITY SYSTEM OF GEORGIA

Signed, sealed and delivered
in the presence of:

Mattie Dunham
Unofficial Witness

By: [Signature] L.S.
for Vice Chancellor for Facilities

Kim Chase
Official Witness, Notary Public

Attest: [Signature] L.S.
Associate Vice Chancellor for Facilities

My Commission Expires:

(SEAL)

(SEAL)



Information Services

Sharon Stanley, Information Services
Director
Districts All

Item No. 27.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Sharon Stanley, Information Services Director
Randy Crider, Chief
Michael Register, Director
Eddie Canon, Support Services Agency Director

DATE: June 25, 2019

PURPOSE

To authorize the purchase of Panasonic CF-33 Rugged Tablets and accessories for Cobb County Fire and Emergency Services (CCFES), under provisions of Georgia Department of Administrative Services Contract 99999-SPD-T20120702-0006 with ARC.

BACKGROUND

The current Mobile Data Computers (MDCs) used in the Fire apparatus are installed with stationary mounts and are not designed to be removed from the apparatus. Over the past year, CCFES has modernized their records management system and implemented electronic patient care reporting functionality. This new feature requires mobility for capturing patient information while in the field. Information Services and CCFES are requesting to replace the 53 traditional MDCs in the Fire apparatus with rugged tablets and associated accessories that can be removed and used on-scene.

The replacement hardware is available to purchase from a Georgia Department of Administrative Services contract with ARC at a cost not to exceed \$260,509.28. Funding for the hardware is available in a designated Fund 380 account in Information Services.

In accordance with the Policy on Contract Management approved by the Board on July 8, 1997, and amended August 12, 2003 and September 23, 2008, approval of the Board of Commissioners is required to purchase goods and services greater than \$100,000.00 through contracts or price agreements with the U.S. General Services Administration, Georgia Department of Administrative Services, Georgia Technology Authority, or any State of Georgia agency.

IMPACT STATEMENT

There is no expected increase in annual maintenance costs as this is a one for one replacement of equipment.

FUNDING

Funding is available in the Capital Projects Fund 380, Information Services MDC Replacements, Unit 4514, as follows:

380-035-4514-6258	\$260,509.28
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RECOMMENDATION

The Board of Commissioners authorize the purchase of Panasonic tablets and accessories, in an amount not to exceed \$260,509.28, under provisions of a Georgia Department of Administrative Services contract 99999-SPD-T20120702-0006 with ARC; authorize the corresponding budget transactions; and further authorize the Purchasing Director to execute the necessary documents.

ATTACHMENTS

None



Information Services

Item No. 28.

Sharon Stanley, Information Services
Director
Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Sharon Stanley, Information Services Director
Eddie Canon, Support Services Agency Director

DATE: June 25, 2019

PURPOSE

To approve Statement of Work No. 7 to the Master Services Agreement with CGI Technologies and Solutions, Inc. (CGI) for professional services hours on a time and materials basis for Cobb County's Financial Services and Human Resources applications (the AMS System).

BACKGROUND

In 1994, Cobb County acquired the AMS System, which is used to process all purchasing, financial, and personnel transactions. In 2003, Cobb upgraded to the AMS Advantage web-based version of these systems and implemented Vendor Self Service. In 2007, the AMS System was upgraded to remain current and take advantage of updates to the applications and accounting and tax law changes. In 2014 the AMS System was upgraded to remain current and to implement Employee Self Service.

Minor enhancements to the AMS System are needed throughout the year requiring professional services which are outside the scope of annual support and maintenance. Information Services requests approval of an amount not to exceed \$55,000.00 to be allocated to CGI on a time and materials basis (T&M) for professional services for these small projects. Project details and deliverables will be defined for each project beforehand and a Project Request would be developed to include business requirements for each project.

IMPACT STATEMENT

There is no expected increase in annual maintenance costs as this is T&M for professional services only.

FUNDING

Funding is available in the Capital Projects Fund 380, Information Services AMS Upgrade project, Unit 4583, as follows:

380-035-4583-8676 (Professional Services)	\$55,000.00
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RECOMMENDATION

The Board of Commissioners approve Statement of Work No. 7 to the Master Services Agreement with CGI Technologies and Solutions, Inc. for professional services in an amount not to exceed \$55,000.00, for projects outside the scope of annual support and maintenance for the AMS System; authorize the corresponding budget transactions; and further authorize the Purchasing Director to execute the necessary documents.

ATTACHMENTS

None



Police

Tim Cox, Chief

Districts All

Item No. 29.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Michael Register, Director
Tim Cox, Chief

DATE: June 25, 2019

PURPOSE

To authorize the acceptance of a donation from Todd Droege, Boy Scout Troop 27, for a DJI Mavic 2 Pro Drone.

BACKGROUND

Mr. Todd Droege is working with Boy Scout Troup 27 as part of their community outreach program, and he would like to make a donation to the Cobb County Police SWAT Team to make their jobs safer.

Mr. Droege would like to donate, on behalf of Boy Scout Troup 27, a DJI Mavic 2 Pro Drone. The value of the drone shall not exceed \$2,148.00, and would be purchased and delivered by members of Boy Scout Troup 27. Once approved, the equipment would be placed into the CCPD accountable equipment inventory and assigned to SWAT.

IMPACT STATEMENT

There is a one-year manufacturer's warranty. If repair or service is required after the warranty has expired, the cost will be paid for from the Police Department Budget.

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners authorize the acceptance of a donation for a DJI Mavic 2 Pro Drone from Mr. Todd Droege on behalf of Boy Scout Troop 27 to the Cobb County Police Department's SWAT Team.

ATTACHMENTS

None



Community Development

Item No. 30.

Jessica Guinn, Director

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jessica Guinn, Director

DATE: June 25, 2019

PURPOSE

To suspend the acceptance of all applications for permanent signs larger than 60 square feet in size until August 27, 2019 while staff finishes proposed amendments to the sign ordinance, unless such amendments are submitted and approved by the Board of Commissioners prior to that date.

BACKGROUND

The Board of Commissioners adopted an amendment to the Sign Ordinance in February of this year which made clear that content will never be considered by the County when considering sign applications. County staff has noted, however, that some portions of the Sign Ordinance still warrant revision or clarification. County staff have drafted a revised Sign Ordinance and will soon be in a position to circulate the draft to the Planning Commission and Board of Commissioners for review and comment. Due to County and state procedural requirements, it will take at least 60 days to finalize the Sign Ordinance, advertise it, hold public hearings, and possibly adopt the revised ordinance for signs.

This agenda item is proposed in order that no new permits for signs that contradict the County's intent in adopting the new ordinance are issued. If the Board of Commissioners approves this item, staff will not accept new applications for permanent signs larger than 60 square feet in size until the date specified by the Board of Commissioners in their approval or until a code amendment is approved, whichever is sooner.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners suspend the acceptance of all applications for permanent signs larger than 60 square feet in size until August 27, 2019 while staff finishes proposed amendments to the sign ordinance, unless such amendments are submitted and approved by the Board of Commissioners prior to that date.

ATTACHMENTS

None



Community Development

Jessica Guinn, Director

District 1

Item No. 31.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jessica Guinn, Director

DATE: June 25, 2019

PURPOSE

To authorize the Chairman to execute applications to rezone county owned property located in the 19th District, Land Lot 470, Parcel 3, northeast of the intersection of Macland Road and Ernest Barrett Parkway.

BACKGROUND

County owned property located in the 19th District, Land Lot 470, Parcel 3, northeast of the intersection of Macland Road and Ernest Barrett Parkway has been identified as surplus. In order to prepare for the sale of the property, the County is seeking to rezone it from R-20 (Single-family Residential) to NRC (Neighborhood Retail Commercial).

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

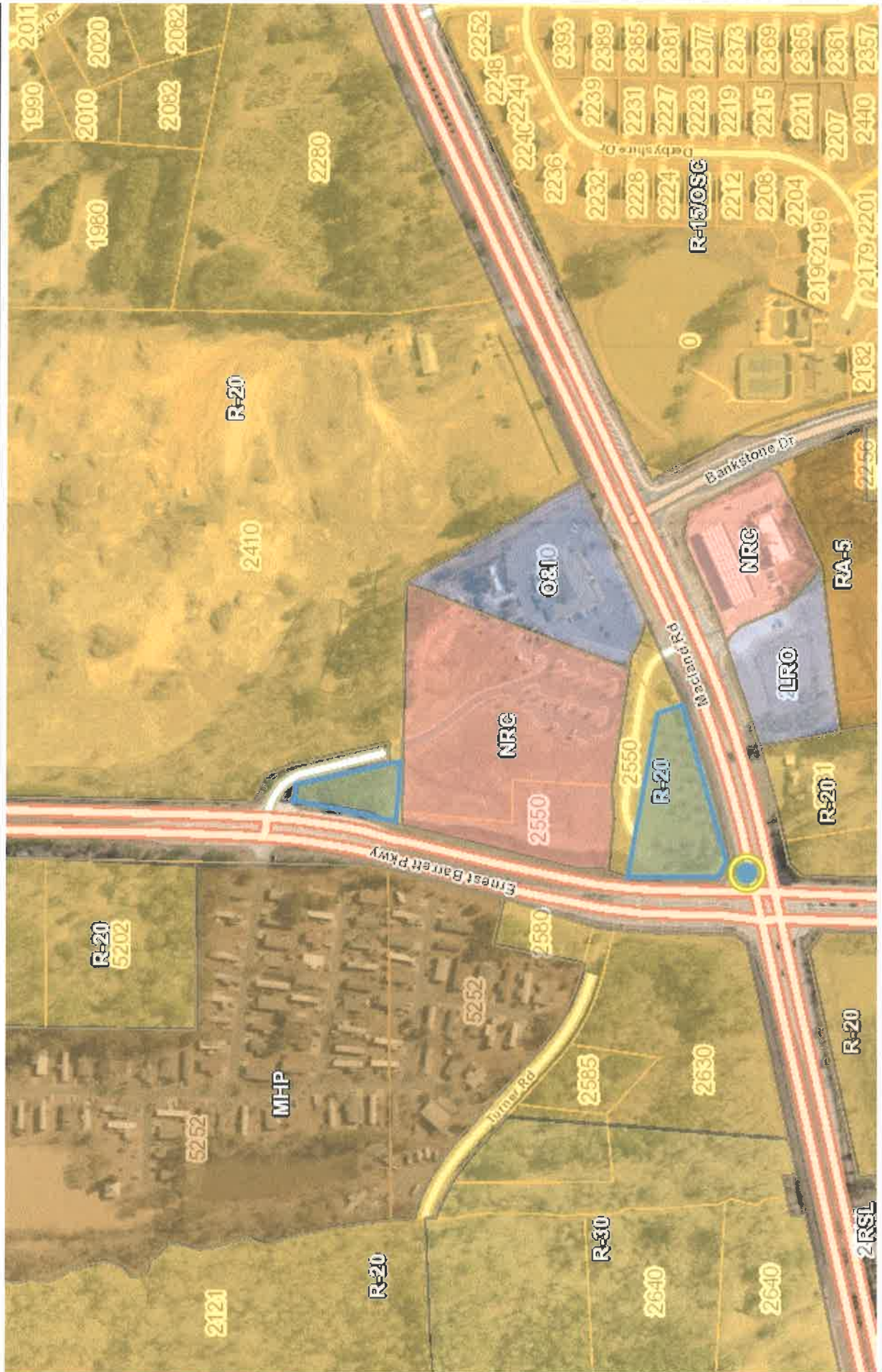
The Board of Commissioners to authorize the Chairman to execute applications to rezone county owned property located in the 19th District, Land Lot 470, Parcel 3, northeast of the intersection of Macland Road and Ernest Barrett Parkway.

ATTACHMENTS

1. Location Map



County Owned Parcels- Macland RD and Barrett PKWY



752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Cobb County Georgia

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

1: 4,514



Map Notes:



Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 32.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: William Volckmann, Director/Comptroller
DATE: June 25, 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. 06252019 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 25th of June 2019



County Clerk

Pam Mabry, County Clerk

Districts All

Item No. 33.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Pam Mabry, County Clerk

DATE: June 25, 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:

- June 10, 2019 - Agenda Work Session
- June 11, 2019 - BOC Regular
- June 18, 2019 - BOC Zoning (submitted under separate cover)

ATTACHMENTS

1. 061019 Agenda Work Session
2. 061119 BOC Minutes

**MINUTES OF AGENDA WORK SESSION
COBB COUNTY BOARD OF COMMISSIONERS
JUNE 10, 2019**

The Cobb County Board of Commissioners attended an Agenda Work Session on Monday June 10, 2019, in the third-floor conference room, 100 Cherokee Street, Marietta, Georgia, for the purpose of receiving information and participating in discussion regarding the June 11, 2019, BOC Agenda. Present and comprising a quorum of the Board were:

Commissioner Keli Gambrill
Commissioner JoAnn Birrell
Commissioner Lisa Cupid

Not present:
Chairman Mike Boyce
Commissioner Bob Ott

1. CALL TO ORDER – CHAIRMAN BOYCE

Commissioner Birrell called the meeting to order at 9:02 a.m.

No official action was taken by the Board.

2. ADJOURNMENT

The meeting was adjourned at 9:35 a.m.

Angela Cunningham
Deputy County Clerk
Cobb County Board of Commissioners

**MINUTES OF REGULAR MEETING
COBB COUNTY BOARD OF COMMISSIONERS
JUNE 11, 2019
9:00 AM**

The Regular Meeting of the Cobb County Board of Commissioners was held on Tuesday, June 11, 2019, at 9:00 a.m. in the second-floor public meeting room in the Cobb County Building, Marietta, Georgia. Present and comprising a quorum of the Board were:

Commissioner JoAnn Birrell
Commissioner Lisa Cupid
Commissioner Bob Ott
Commissioner Kelli Gambrill

Not Present: Chairman Mike Boyce

CALL TO ORDER

Commissioner Birrell called the meeting to order at 9:02 a.m.

PRESENTATIONS

1. **To present Certificates of Recognition to Dominion Christian School who won the GISA Class AAA State Championship in baseball.**

Commissioner Gambrill presented Certificates of Recognition to DCS Knights athletes from Dominion Christian School for winning the GISA Class AAA State Baseball Championship.

2. **To present a proclamation designating June 15, 2019, as *Elder Abuse Awareness Day*.**

Commissioner Gambrell presented the following proclamation to members of the Cobb County Elderly Abuse Task Force designating June 15, 2019, as *Elder Abuse Awareness Day*:

WHEREAS: Our older adults are valued members of society. They deserve to live safely, with dignity and as independently as possible. Our older adults also deserve the support systems they need to enjoy life; and

WHEREAS: Elder abuse is most often defined as an act that harms an older adult or developmentally-disabled adult, or jeopardizes his or her health or welfare. It is any knowing, intentional or negligent act by a family member, caregiver or other person that causes harm or serious risk of harm to a vulnerable adult; and

WHEREAS: Elder abuse may be physical abuse, sexual abuse, neglect, exploitation, emotional abuse, abandonment or self-neglect. Some warning signs are bruises, broken bones and burns, unexplained withdrawal from normal activities and unusual depression and anxiety, sudden changes in financial situations, bedsores, poor hygiene and unusual weight loss, strained or tense relationships and fear of family members, friends or caregivers; and

WHEREAS: It is important to be alert, because elders often suffer in silence. Noticeable changes in an older adult's personality, appearance or behavior should be questioned to find out what caused this change; now

THEREFORE: We, the Cobb County Board of Commissioners, do hereby proclaim June 15, 2019, as "Elder Abuse Awareness Day" in Cobb County and encourage everyone to commit to building a safer community for our older and developmentally disabled residents.

This, the 11th day of June 2019.

3. **To present the recipient of the 2019 Martha Logue Excellence in Leadership Award on behalf of the Cobb EXCEL Alumni Association.**

Rob Hosack, County Manager, the Board of Commissioners, and members of the EXCEL Alumni Association presented the 2019 Martha Logue Excellence in Leadership Award to Aleah Hawks, Human Resources Manager.

Clerk's Note: Commissioner Birrell announced that Consent Item 28 will be heard as a Regular agenda item at the end of the Regular Agenda.

PUBLIC HEARING

4. **To conduct a public hearing for employment of consultant services where contract fees likely will exceed \$100,000.00 for South Cobb Water Reclamation Facility Influent Lift Station Recovery, Program No. T5004.**

Steve McCullers, Water System Agency Director presented information regarding the construction management of the South Cobb Water Reclamation Facility Influent Lift Station Recovery and requested a public hearing be conducted.

Commissioner Birrell opened the Public Hearing and asked those persons wishing to speak to come forward. There being no speakers, the Public Hearing was closed.

No official action was taken by the Board.

PUBLIC COMMENT

David Birkenbine addressed the Board regarding outdoor burning.

Debbie Wnukowski addressed the Board regarding Barnes Mill Road sidewalks.

Robin Moody addressed the Board regarding a pending City of Marietta Annexation.

Tom Jordan addressed the Board regarding a pending City of Marietta Annexation.

James Rosich addressed the Board regarding a pending City of Marietta Annexation.

Meresa Gernatt addressed the Board regarding a pending City of Marietta Annexation.

Geovani Serrano addressed the Board regarding 287g.

Ginger White addressed the Board regarding 287g.

Pat Burns addressed the Board regarding 287g.

Kevin Joachin addressed the Board regarding 287g.

Hill Wright addressed the Board regarding a pending City of Marietta Annexation.

Donald Barth addressed the Board regarding a pending City of Marietta Annexation.

CONSENT AGENDA

MOTION: Motion by Birrell, second by Ott, to **approve** the following items on the Consent Agenda, *as revised; with exception to Items 28 (see No. 28 of these minutes) which was moved from the Consent Agenda to the Regular Agenda (see No. 35 of these minutes);* and **authorize** execution of the necessary documents by the appropriate County personnel.

Juvenile Court

5. To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council grant award to support the Juvenile Drug Court Program.

To **authorize** the acceptance and appropriation of grant funds from the Criminal Justice Coordinating Council, in the amount of \$127,236.00 for the period of July 1, 2019 through June 30, 2020 to support the Juvenile Drug Court Program; authorize the transfer of all authorized personnel from Unit S051 to Unit S062 in the grant fund; **authorize** corresponding budget transactions; **authorize** Juvenile Court Administrator Adolphus Graves or Program Coordinator Kathy Gorrell to sign quarterly reimbursement requests on behalf of the County; and **further authorize** the Chairman to execute the necessary documents.

Increase revenue	270-190-S062-4467	(CJCC)	\$127,236.00
Increase expenditure	270-190-S062-6326	(Professional services)	\$100,220.00
	270-190-S062-6320	(Medical & dental supplies)	\$ 18,680.00
	270-190-S062-6400	(Training & training)	\$ 3,886.00
	270-190-S062-6362	(Other fees)	\$ 4,450.00
		TOTAL	\$127,236.00

6. **To authorize the acceptance and appropriation of a Criminal Justice Coordinating Council grant award to support the Cobb County Family Treatment Court.**

To **authorize** the acceptance and appropriation of grant funds from the Criminal Justice Coordinating Council, in the amount of \$94,498.20, for the period of July 1, 2019 through June 30, 2020, to support the Family Treatment Court; **authorize** the transfer of all authorized personnel from Unit S050 to Unit S063 in the grant fund; **authorize** the corresponding budget transactions; **authorize** Court Administrator Adolphus Graves or Program Coordinator Jennifer Tillery to sign quarterly reimbursement requests on behalf of the County; and **further authorize** the Chairman to execute the necessary documents.

Increase revenue	270-190-S063-4467 (CJCC)	\$94,498.20
Increase expenditure	270-190-S063-6326 (Professional Services)	\$68,100.00
	270-190-S063-6320 (Medical & Dental supplies)	\$15,828.00
	270-190-S063-6155 (Ed & training materials & supplies)	\$ 170.00
	270-190-S063-6400 (Training & Travel)	\$ 5,400.20
	270-190-S063-6362 (Other fees)	\$ 5,000.00

State Court Administration

7. **To authorize the State Court DUI Court Program to accept a grant from the Georgia Accountability Court Funding Committee and authorize the DUI Court to retain the position of Surveillance Officer.**

To **authorize** the DUI Court to accept grant funds from the Georgia Accountability Court Funding Committee; authorize the DUI Court to maintain the position of Surveillance Officer for the period of July 1, 2019 through June 30, 2020; authorize the transfer of all authorized personnel from unit S047 to S061 in the grant fund; **authorize** the funding of expenses for training, substance abuse treatment, treatment curriculum, and transportation needs of the participants; **authorize** the corresponding budget transactions in the amount of \$53,330.40; and **further authorize** the Chairman, Judge Eric A. Brewton, and Darcy Kamau to execute the necessary documents.

Increase:

<u>Name</u>	<u>Account Number Fund</u>	<u>Amount</u>
Appropriate Grant Revenue: (Other Local Revenue)	270-220-S061-4506	\$53,330.40
Appropriate Expenditures: (Professional Services)	270-220-S061-6326	\$24,150.00
Appropriate Expenditures: (Salary/Benefits)	270-220-S061-6018	\$19,862.00
Appropriate Expenditures: (Travel/Training)	270-220-S061-6400	\$ 8,318.40
Appropriate Expenditures: (Treatment Curriculum)	270-220-S061-6155	\$ 1,000.00

Water System

8. **To approve a lease agreement with Storemytruck.com, LLC for property located at 700 Lee Industrial Boulevard through the brokerage firm of McWhirter Realty Partners.**

To **approve** a lease agreement with Storemytruck.com LLC for property located at 700 Lee Industrial Boulevard for an initial term of three (3) years at a rental amount of \$66,000 per year, with the right to renew the lease for two (2) one-year renewal terms at an increased rental amount of 3% per renewal period, through the brokerage firm of McWhirter Realty Partners; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Lease revenue for FY19 will be appropriated as follows:

Increase Revenue:	(Lease Revenue)	500-500-5100-4870	\$16,500.00
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Increase Expenses:	(Retained Earnings)	500-500-5100-8867	\$16,500.00
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9. **To approve a Contract Item Agreement with the Georgia Department of Transportation (GDOT) for GDOT Project Widening and Reconstruction of S.R. 92 from S.R. 3/US 41 to Glade Road GDOT P.I. No. 0006862, Water Main Replacement, Program No. W4368.**

To **approve** a Contract Item Agreement with the Georgia Department of Transportation (GDOT), in the amount of \$1,769,092.00, for GDOT Project Widening and Reconstruction of S.R. 92 from S.R. 3/US 41 to Glade Road GDOT P.I. No. 0006862, Water System Program No. W4368; **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:

Miscellaneous Roadway Projects-State

Preliminary Estimates	510-500-5757-8005	W4701-Z	\$1,818,897.00
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Transfer to:

S.R. from S.R.3/US 41 to Glade Road Water Main Replacement

Construction	510-500-5757-8260	W4368-C	\$1,769,092.00
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Interest Expense on Retainage	510-500-5757-6613	W4368-A	\$ 4,425.00
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Materials & Supplies	510-500-5757-8265	W4368-M	\$ 10,000.00
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Contingency	510-500-5757-8810	W4368-T	<u>\$ 35,380.00</u>
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Total			\$1,818,897.00
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10. **To approve Change Order No. 1 (final) to the construction contract with K. M. Davis Contracting Co., Inc. for Creveis Road Area Water Main Replacement, Program No. W2361.**

To **approve** Change Order No. 1 (final) to the construction contract with K. M. Davis Contracting Co., Inc., a savings to the project in the amount of \$33,163.85, for Creveis Road Area Water Main Replacement, Program No. W2361; **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 Creveis Road Area Water Main Replacement, Program No. W2361.

Decrease Encumbrance:

GAE 510062717705	510-500-5754-8260	W2361-C	\$33,163.85
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Transfer from:

Creveis Road Area Water Main Replacement

Construction	510-500-5754-8260	W2361-C	\$33,163.85
Interest Expense on Retainage	510-500-5754-6613	W2361-A	\$ 755.13
Materials & Supplies	510-500-5754-8265	W2361-M	\$ 1,000.00
Contingency	510-500-5754-8810	W2361-T	<u>\$ 8,180.00</u>
Total			\$43,098.98

Transfer to:

Unidentified New/Replacement Water Mains

Preliminary Estimates	510-500-5754-8005	W1503-Z	\$43,098.98
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11. **To authorize purchase of two utility crew trucks and one dump truck, under the provisions of a State Contract with Rush Truck of Georgia, for the Water System's System Maintenance Division.**

To **authorize** the purchase of two utility crew trucks and one dump truck, under the provisions of a State Contract with Rush Truck of Georgia, for the Water System's System Maintenance Division, in the amount of \$415,279.00; and **authorize** the Chairman to execute the necessary documents.

Funding is available in the FY19 Water System's Adopted Operating Budget.

12. To authorize the creation of seven new Street Light Districts.

To **authorize** the creation of seven new Street Light Districts, as follows:

<u>Commission District</u>	<u>Street Light District Name</u>	<u>Type</u>	<u>Monthly Rate</u>
2	Cadence	Residential	\$3.80
4	Cambridge Preserve, Unit II, Phase 2	Residential	\$3.80
3	Carter Valley Estates	Residential	\$3.80
4	Floyd Point	Residential	\$3.80
3	Haven Pointe	Residential	\$3.80
1	Jackson Heights	Residential	\$3.80
1	Mountain Breeze Road	Residential	\$3.80

Available in the Street Light District Fund approved FY19 Operating Budget, as follows:
235-050-SLD1-4712/6472 (Street Light Energy Revenue/Electricity)

A copy of location maps is attached and made a part of these minutes.

13. To adopt a resolution authorizing submission of a FY19 Section 5307 Grant request to the Federal Transit Administration for transit capital, planning, and operating-related projects, and authorize the acceptance of allocated Section 5307 Grant Program funding.

To **adopt** a resolution authorizing submission of a FY19 Section 5307 Grant request to the Federal Transit Administration (FTA), in an amount not to exceed \$8,726,924.00, for transit capital, planning, and operating-related projects; **authorize** the acceptance of allocated Section 5307 Grant 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 and project list is attached and made a part of these minutes.

Appropriate receipt of FY19 Federal Transit Administration Section 5307 Grant Program funding to the Transit Grant Fund, as follows:

Increase Revenue:

203-050-T072-T072-4439	(FTA 5307 - Capital)	\$ 482,200.00
203-050-T072-T072-4441	(FTA 5307 - Planning)	\$ 80,000.00
203-050-T072-T072-4442	(FTA 5307 - Operating)	\$5,039,339.00

Increase Expenditure:

203-050-T072-T072-8005 (Preliminary Est.)	\$5,601,539.00
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Local match funding is available in the Transit Grant Fund, with the following interfund transfer:

Transfer from:

380-050-4655-4655-4960/8005 (Local Match/Preliminary Est.)	\$3,125,385.00
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Transfer to:

203-050-T072-T072-4960/8005 (Local Match/Preliminary Est.)	\$3,125,385.00
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14. **To adopt a resolution authorizing the submission of a FY19 Section 5339 Grant request to the Federal Transit Administration for transit capital projects, and authorize acceptance of FY19 allocated program funding.**

To **adopt** a resolution authorizing the submission of a FY19 Section 5339 Grant request to the Federal Transit Administration (FTA), in an amount not to exceed \$927,250.00, for transit capital projects; **authorize** the acceptance of FY19 allocated 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 and project list is attached and made a part of these minutes.

Appropriate receipt of FY19 Federal Transit Administration Section 5339 Grant program funding to the Transit Grant Fund, as follows:

Increase Revenue:	203-050-T069-T069-4447 (FTA 5339)	\$741,800.00
Increase Expenditure:	203-050-T069-T069-8005 (Preliminary Est.)	\$741,800.00

Local match funding is available in the Transit Grant Fund, with the following interfund transfer from the Capital Projects Fund:

Transfer from:		
380-050-4655-4655-4960/8005 (Local Match/Preliminary Est.)		\$185,450.00
Transfer to:		
203-050-T069-T069-4960/8005 (Local Match/Preliminary Est.)		\$185,450.00

15. **To adopt a resolution authorizing the submission of a FY19 Section 5337 Grant request to the Federal Transit Administration for transit operating-related projects, and authorize the acceptance of FY19 allocated program funding.**

To **adopt** a resolution authorizing the submission of a FY19 Section 5337 Grant request to the Federal Transit Administration (FTA), in an amount not to exceed \$637,528.00, for transit operating-related projects; **authorize** the acceptance of FY19 allocated 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 and project list is attached and made a part of these minutes.

Appropriate receipt of FY19 Federal Transit Administration Section 5337 Grant Program funding to the Transit Grant Fund, as follows:

Increase Revenue:	203-050-T070-T070-4448 (FTA 5337)	\$510,022.00
Increase Expenditure:	203-050-T070-T070-8005 (Preliminary Est.)	\$510,022.00

Local match funding is available in the Transit Grant Fund, with the following interfund transfer from the Capital Projects Fund:

Transfer from:		
380-050-4655-4655-4960/8005 (Local Match/Preliminary Est.)		\$127,506.00
Transfer to:		
203-050-T070-T070-4960/8005 (Local Match/Preliminary Est.)		\$127,506.00

Public Services Agency

Senior Services

16. **To approve the 2019 Second Amendment Contract AG 1904.02 with the Atlanta Regional Commission for Title III-B, Title III-C-1, Title III-C-2, Title III-E, HCBS-CBS, CBS-Respite, CBS Case Management, HCBS-SSBG, NSIP Federal, NSIP State, NSIP SSBG and Alzheimer's, for the period of July 1st, 2018 through June 30th, 2019.**

To **approve** the 2019 Second Amendment Contract AG 1904.02, with the Atlanta Regional Commission for Title III-B, Title III-C-1, Title III-C-2, Title III-E, HCBS-CBS, CBS-Respite, CBS Case Management, HCBS-SSBG, NSIP Federal, NSIP State, NSIP SSBG and Alzheimer's, for the period of July 1st, 2018 through June 30th, 2019; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Increase Revenue:

277-300-F033-4489	NSIP State	\$7,765.67
277-300-F033-4512	Title III- Federal	\$1,588.50
377-300-F033-4960	County Match	\$ 176.50
Total		\$9,530.67

Increase Expenditure:

277-300-F033-Various	Various Operating	\$9,354.17
277-300-L004	Various Operating	\$ 176.50
Total		\$9,530.67

Support Services Agency

Support Services Administration

17. **To approve a lease agreement with the Cobb County Board of Health for the property located at 1650 County Services Parkway SW, Marietta, GA, for the use of the Cobb County Board of Health.**

To **approve** a lease agreement for the property located at 1650 County Services Parkway SW, Marietta, GA, for use by Cobb County Board of Health for a term of fifty (50) years, at a rental amount of \$10.00/per year; and **further authorize** the Chairman to execute all necessary documents to facilitate the foregoing purposes. A copy of lease agreement is attached and made a part of these minutes.

18. **To approve a sublease agreement between the Cobb County Board of Health and Positive Impact for Health Services, Inc., for a portion of the property located at 1650 County Services Parkway SW, Marietta, GA, for the provision of HIV/Aids public health clinical and support services.**

To **approve** a sublease agreement between the Cobb County Board of Health and Positive Impact for Health Services, Inc., for a portion of the property located at 1650 County Services Parkway SW, Marietta, GA, for the provision of HIV/Aids public health clinical and support services, for a term of two (2) years, with two one-year renewal options, at a rental amount of \$30,000.00 per year for the initial term, as approved by the County Attorney's Office; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute all necessary documents to facilitate the foregoing purposes.

Increase Revenue:	010-015-0145-4870	Rental of Real Estate	\$30,000.00
Increase Expenditure:	010-015-0145-8820	Undesignated Contingency	\$30,000.00

Fleet Management

19. **To authorize the use of available State Contracts and Sourcewell (formerly NJPA) Contracted Pricing Agreements, for the procurement of replacement vehicles per Fleet Management's prioritized Vehicle Replacement Schedule.**

To **authorize** the use of available state contracts and Sourcewell (formerly NJPA) Contracted Pricing Agreements, for the procurement of replacement vehicles per Fleet Management's prioritized Vehicle Replacement Schedule, in an amount not to exceed \$3,600,000.00; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the FY19 Fleet Management Adopted Budget.

010-060-1650-084-8605 (Autos, Vans, Trucks, & Motorcycles)	\$3,600,000.00
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Public Safety Agency

Emergency Management

20. **To approve a Memorandum of Understanding between Cobb County and the Atlanta Regional Commission for the acceptance of equipment for sustaining Cobb County's Law Enforcement Operations and Cobb County's Fire Departments' Programs.**

To **approve** the Memorandum of Understanding between Cobb County and the Atlanta Regional Commission, with a total value of \$191,131.60, for the acceptance of equipment and **authorize** the Chairman to execute the necessary documents.

Community Development

21. **To authorize a short-term loan from the General Fund (010) to the Workforce Innovation and Opportunity Act (WIOA) (276) for the purposes of funding grant eligible expenses during the grant reimbursement suspension period.**

To **authorize** a short-term loan from the General Fund (010) to the Workforce Investment Act Fund (276), in an amount not to exceed \$500,000.00, for the purposes of funding grant eligible expenses during the grant reimbursement suspension period; **authorize** the corresponding accounting transactions; and **further authorize** the Chairman to execute the necessary documents.

Funding is available in the General Fund to cover these costs until grant reimbursement can be processed. The loan is actualized through a series of journal vouchers processed by General Accounting. At the beginning of the suspension period, a loan is posted via accounting transactions from a General Fund (010) Balance Sheet Account to the Workforce Investment Act Fund (276). Upon repayment, additional accounting transactions are posted to record the payment and return the funds to the Balance Sheet Account.

This has no impact on the budget and requires no budgetary transactions.

22. **To authorize the acceptance of Federal Fiscal Year 2020 Community Services Block Grant funds provided by the Georgia Department of Human Services.**

To **authorize** acceptance of Federal Fiscal Year 2020 Community Services Block Grant funds provided by the Georgia Department of Human Services; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents. A copy of Attachment A is attached and made a part of these minutes.

The budget appropriations shown in Attachment A will account for the receipt and expenditure of \$775,284.00 in FFY2020 CSBG funds.

23. **To accept allocations based upon the final grant award for Community Development Block Grant, HOME Investment Partnerships Act, and Emergency Solutions Grant programs.**

To **accept** allocations based upon the final grant award for Community Development Block Grant, HOME Investment Partnerships Act, and Emergency Solutions Grant programs; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents. A copy of Attachment A, B, and C are attached and made a part of these minutes

The funding levels and final budget structure, as depicted in Attachments A, B, and C are based on final allocations of PY2019 funding for CDBG, HOME, and ESG.

CDBG Program	\$3,590,465.00
HOME Program	\$1,439,077.00
ESG Program	\$ 286,255.00
Total	\$5,315,797.00

24. **To approve an Agreement with CobbWorks, Inc. for the provision of employment and job training services with Workforce Innovation and Opportunity Act (WIOA) funds.**

To **approve** an Agreement with CobbWorks, Inc for the provision of employment and job training services with Workforce Innovation and Opportunity Act funds; **authorize** the corresponding budget transactions; and **further authorize** the Chairman to execute the necessary documents.

There will be no changes in the handling of administrative charges. All administrative fees for CobbWorks, Inc, including indirect costs, are paid with WIOA grant funds, and are approved by the Board of Commissioners when grant funds are accepted.

25. **To review a summary of the appeal hearing conducted by the License Review Board on May 23, 2019 for Regina Ganga Enterprises, LLC d/b/a Vatica Indian Cuisine.**

To **affirm** the decision of the License Review Board, following the review of the summary of the appeal hearing of May 23, 2019 to **approve** the application for a beer and wine pouring license for Regina Ganga Enterprises, LLC d/b/a Vatica Indian Cuisine, 1475 Terrell Mill Rd., Suite 105, Marietta, GA 30067.

Finance

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

To **adopt** a resolution adopting all budget amendments set forth in agenda items on this date. A copy of said resolution is attached and made a part of these minutes.

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

To **approve** all interfund transfers for claims and safety equipment purchases, and **authorize** Risk Management to reimburse the appropriate department. A copy of the list of interfund transfers is attached and made a part of these minutes.

28. **To adopt a Resolution authorizing the issuance and sale of \$64,000,000 (expected amount) in original aggregate principal amount of "Cobb County, Georgia General Obligation Tax Anticipation Notes, Series 2019" (the "2019 TANs").**

This item was heard as a Regular Agenda Item (See item 35 of these minutes)

County Clerk

29. **To approve minutes.**

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

- May 28, 2019 Agenda Work Session
- May 28, 2019 BOC Work Session
- May 28, 2019 BOC Regular Meeting

CONSENT VOTE: ADOPTED 4-0, Boyce absent

REGULAR AGENDA

BOARD OF COMMISSIONERS

30. **To brief the Board of Commissioners about an ongoing land use/annexation dispute and to seek direction regarding future action/costs.**

Rob Hosack, County Manager, presented information regarding an ongoing land use/annexation dispute. Commissioner Ott presented information explaining the process going forward regarding this annexation.

No official action was taken by the Board.

Transportation

31. **To approve Amendment No. 1 to the Cobb Framework Agreement with the City of Marietta for Kennesaw Mountain Pedestrian Improvements, Project No. X2404.**

Motion by Gambrill, second by Cupid, to **approve** Amendment No. 1 to the Cobb Framework Agreement with the City of Marietta for Kennesaw Mountain Pedestrian Improvements, Project No. X2404; and **authorize** the Chairman to execute the necessary documents, as approved by the County Attorney's Office.

VOTE: **ADOPTED 4-0**, Boyce absent

32. **To approve a contract with C.W. Matthews Contracting Company, Inc., for construction of I-20 Eastbound Ramps at Riverside Parkway, Project No. X2409, CCDOT Contract No. 001437.**

Motion by Cupid, second by Gambrill, to **approve** a contract with C.W. Matthews Contracting Company, Inc., in an amount not to exceed \$3,384,403.19, for construction of I-20 Eastbound Ramps at Riverside Parkway, Project No. X2409, CCDOT Contract No. 001437; **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-X240-X240-8761-X2409-C	(Preliminary Est.)	\$3,311,603.19
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Transfer to:

347-050-X240-X240-8762-X2409-C	(Turnkey Constr.)	\$3,311,603.19
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The 2016 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on July 22, 2014, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Thoroughfare and Mobility Improvements.

I-20 Eastbound Ramps at Riverside Parkway 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, 25). Local Match for Future Federal/State/Other Funding includes required local match for the I-20 Eastbound Ramps at Riverside Parkway project, to be partially funded by the State Road and Tollway Authority. Improvements include the addition of a right turn lane, signal upgrade, and crosswalks.

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	\$75,300.00
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Transfer to: I-20 Eastbound Ramps at Riverside Parkway

Construction	510-500-5756-8260-W4392-C	\$72,800.00
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Materials and Supplies	510-500-5756-8265-W4392-M	\$ 1,000.00
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Contingency	510-500-5756-8810-W4392-T	<u>\$ 1,500.00</u>
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Total:		\$75,300.00
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VOTE: **ADOPTED 4-0**, Boyce Absent

33. **To approve a 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** a contract with Paulette Tucker Enterprises, Inc., DBA Tucker Grading & Hauling, in an amount not to exceed \$274,055.00, 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.

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

Transfer from: 347-050-X240-X240-8741-X2401-R (Preliminary Est.) \$274,055.00

Transfer to: 347-050-X240-X240-8751-X2401-R (Structure Removal) \$274,055.00

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

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

VOTE: **ADOPTED 4-0**, Boyce absent

34. **To amend previously approved actions approving a Construction Agreement with Norfolk Southern Railway Company and approving Amendment No. 1 to the Construction Agreement for construction engineering inspection and flagging services on Floyd Road, Project No. E6010, CCDOT Contract No. 000816, and authorize payment of additional services incurred.**

Motion by Cupid, second by Gambrill, to **amend** previously approved actions approving a Construction Agreement with Norfolk Southern Railway Company and approving Amendment No. 1 to the Construction Agreement with Norfolk Southern Railway Company for construction engineering inspection and flagging services on Floyd Road, Project No. E6010, CCDOT Contract No. 000816; **authorize** payment to Norfolk Southern Railway Company, in the amount of \$39,363.67, for additional construction engineering inspection and flagging services; **rescind** approval of Amendment No. 1 to said Construction Agreement; and **further authorize** the corresponding budget transactions.

Rescind funding in the 2011 SPLOST Transportation Improvements Program Fund, as previously approved by the Board on May 28, 2019, as follows:

Decrease GAE 345082614602:

345-050-E006-E601-8789-E6010-U	(Utility - Railroad)	\$39,363.67
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Transfer from:

345-050-E006-E601-8789-E6010-U	(Utility - Railroad)	\$39,363.67
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Transfer to:

345-050-E006-E601-8781-E6010-U	(Preliminary Est.)	\$39,363.67
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Available in the 2011 SPLOST Transportation Improvements Program Fund, with the following budget transfer:

Transfer from:

345-050-E006-E601-8781-E6010-U	(Preliminary Est.)	\$39,363.67
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Transfer to:

345-050-E006-E601-8789-E6010-U	(Utility - Railroad)	\$39,363.67
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Increase GAE 345082614602:

345-050-E006-E601-8789-E6010-U	(Utility - Railroad)	\$39,363.67
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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.

Floyd 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). Floyd Road improvements include corridor improvements to include turn lanes and alignment improvements.

VOTE: **ADOPTED 4-0**, Boyce absent

Finance

35. To adopt a Resolution authorizing the issuance and sale of \$64,000,000 (expected amount) in original aggregate principal amount of "Cobb County, Georgia General Obligation Tax Anticipation Notes, Series 2019" (the "2019 TANs").

Motion by Birrell, second by Ott, to **adopt** and **approve** the TANs Resolution pertaining to the issuance of the 2019 TANs which, among other matters, includes the following stipulations:

- **Authorize** the issuance and sale of the \$64,000,000.00 (expected amount) in aggregate principal amount of "Cobb County, Georgia General Obligation Tax Anticipation Notes, Series 2019" and establishes the maturity date, payment terms and not-to-exceed interest rate of the 2019 TANs;
- **Approve** the Notice of Sale and the Preliminary Official Statement in substantially the form attached to the TANs Resolution;
- **Delegate** to the County Manager and/or the Finance Director/Comptroller of the County, acting on behalf of the County, the authority to accept the lowest conforming bid for the purchase of the 2019 TANs from, and the award of the sale of the 2019 TANs to, the lowest responsive bidder; and
- **Authorize** the Chairman and certain other officers of the County to take all other necessary or appropriate actions and to execute all documents necessary or appropriate to accomplish the foregoing.

Interest earnings are included in Finance Department (General Fund) and Fire Fund budgets. Interest expense is included in Finance Department (General Fund) and Fire Fund budgets. Issuance costs have been budgeted in the Finance Department (General Fund) budget.

VOTE: **ADOPTED 4-0**, Boyce absent

ADJOURNMENT

The meeting was adjourned at 10:56 a.m.

Angela Cunningham
Deputy County Clerk
Cobb County Board of Commissioners



County Manager

Rob Hosack, County Manager

Districts All

Item No. 33.

Cobb County...Expect the Best!

TO: The Board of Commissioners

FROM: Rob Hosack, County Manager

DATE: June 25, 2019

PURPOSE

To approve a Memorandum of Understanding with the Cobb Veterans Memorial Foundation, Inc., to establish a procedure for oversight of contributions from the County related to construction of a veterans' memorial monument at 542 South Fairground Street.

BACKGROUND

On April 12, 2016, the Board of Commissioners approved proceeding with a project for the construction of a veterans' memorial monument on county property located at 542 South Fairground Street, as well as the monument design prepared by Croft & Associates, P.C., to honor the service of military veterans.

On July 25, 2018, the Board authorized FY2019 funding for the county and in the budget approved an amount not to exceed \$250,000.00 be set aside for use on the project.

A Memorandum of Understanding has been negotiated with the Cobb Veteran's Memorial Foundation, Inc. regarding fundraising and the procedures to be followed for the proper use and accounting of the county contributions towards the monument project. The procedures include the creation of a joint checking account into which the county contribution shall be deposited and the requirement of signatures by an authorized representative of both the county and the foundation for the use and withdrawal of those funds towards payment of monument project expenses.

IMPACT STATEMENT

The funding for this memorial was approved with the adopted FY2019 budget in the amount of \$250,000.00. It is a one-time expense and will have no further financial impact on any County budget.

FUNDING

Funding is available in the FY2019 budget as follows:

010-014-0140-8852 (General Fund Contingency/Reserve for Veterans' Memorial)	\$250,000.00
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RECOMMENDATION

The Board of Commissioners approve a Memorandum of Understanding with the Cobb Veterans Memorial Foundation, Inc., to establish fundraising goals and procedures for the use and oversight of county contributions related to the construction of a veterans' memorial monument on county owned property located at 542 Fairground Street; authorize the corresponding budget transactions; and further authorize the Chairman or his designee to execute the necessary documents.

UNDER SEPARATE COVER

Memorandum of Understanding

ATTACHMENTS

None



Transportation

Erica Parish, Director

District 4

Item No. 35.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 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 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, drainage improvements, and a potential signal upgrade.

Additional rights-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 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

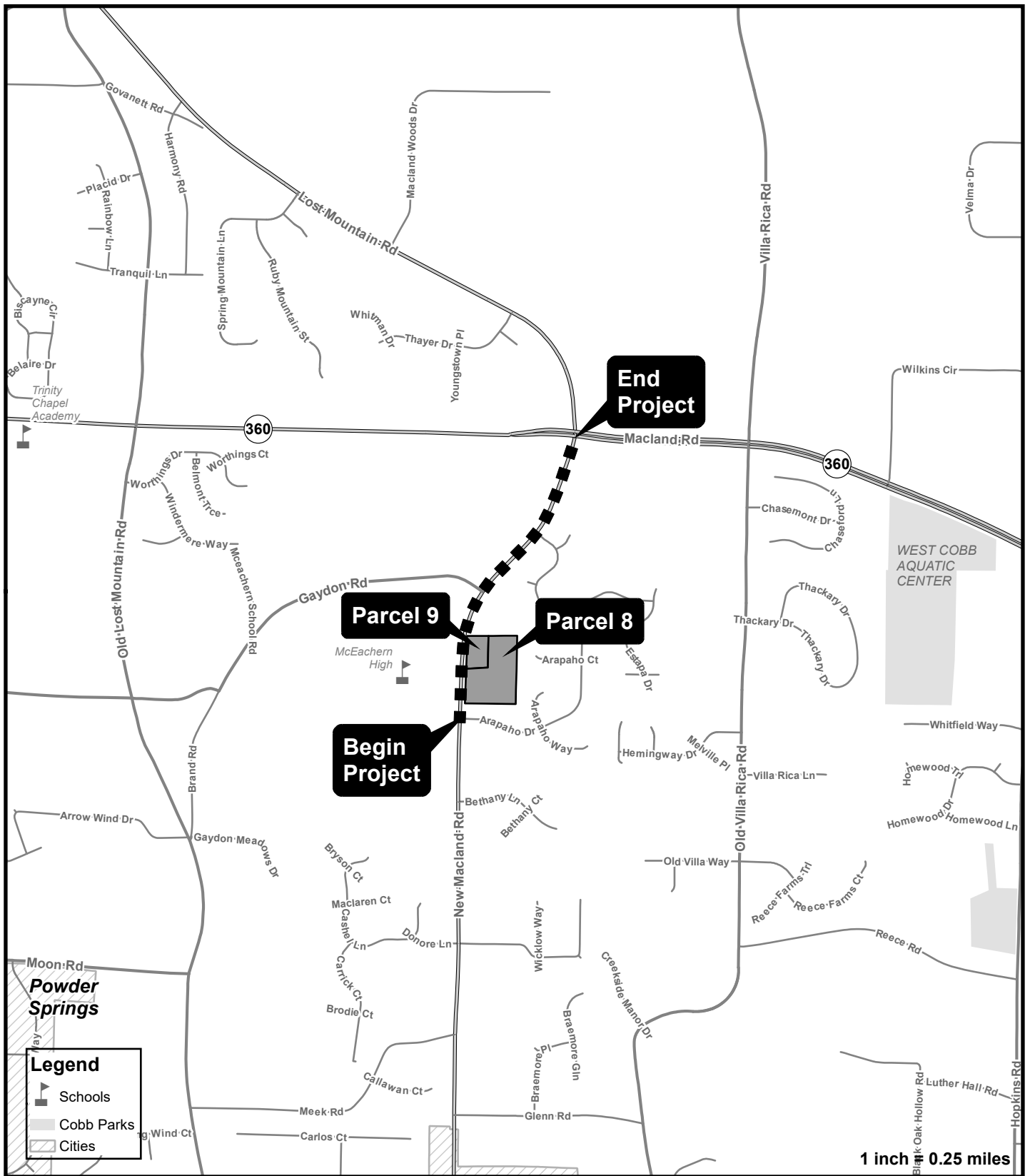
RECOMMENDATION

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 New Macland Road, Project No. X2608; 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 8 and 9

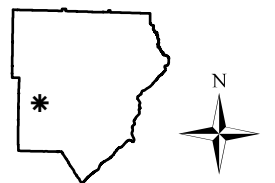
LOCATION MAP



Department of Transportation

PROJECT:
New Macland Road
Project No. X2608

DATE: June 25, 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 61.40 SQUARE FEET OF FEE SIMPLE RIGHT-OF-WAY, 7,056.54 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, AND 1,960.20 SQUARE FEET OF DRIVEWAY EASEMENT, BEING PROJECT PARCEL NO. 8, TAX PARCEL NO. 19050300310, 19th 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 Christopher and Candice Aldrich, being project parcel no. 8, tax parcel no. 19050300310, 19th 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 Christopher and Candice Aldrich, being project parcel no. 8, tax parcel no. 19050300310, 19th 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

PROJECT NAME:	New Macland Road
PROJECT NUMBER:	X2608
PARCEL NUMBER:	8
PROPERTY OWNER:	Christopher and Candice Aldrich 2395 New Macland Road Powder Springs, GA 30127
TAX PARCEL I.D. NUMBER :	19-0503-0-031-0
ACQUISITION: Fee Simple Right-of-Way: Temporary Construction Easement: Driveway Easement:	 61.40 square feet (0.0003% of total tract) 7,056.54 square feet (0.03% of total tract) 1,960.20 square feet (0.008% of total tract)
APPROXIMATE REMAINING PROPERTY:	5.5 Acres
LOCATION OF STRUCTURE:	More than 35 feet
CONTACTS: First: Last:	February 4, 2019 June 19, 2019
ACQUISITION AGENT:	Buddy Allison
ZONING: HIGHEST & BEST USE:	Residential Use Residential Use
MISCELLANEOUS:	Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing.

June 25, 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 264.30 SQUARE FEET OF FEE SIMPLE RIGHT-OF-WAY, 2,475.36 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, AND 609.84 SQUARE FEET OF DRIVEWAY EASEMENT, BEING PROJECT PARCEL NO. 9, TAX PARCEL NO. 19050300040, 19th 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 Robert and Judy Ayers, being project parcel no. 9, tax parcel no. 19050300040, 19th 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 Robert and Judy Ayers, being project parcel no. 9, tax parcel no. 19050300040, 19th 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

PROJECT NAME:	New Macland Road
PROJECT NUMBER:	X2608
PARCEL NUMBER:	9
PROPERTY OWNER:	Robert and Judy Ayers 2337 New Macland Road Powder Springs, GA 30127
TAX PARCEL I.D. NUMBER :	19-0503-0-004-0
ACQUISITION: Fee Simple Right-of-Way: Temporary Construction Easement: Driveway Easement:	 264.30 square feet (0.0035% of total tract) 2,475.36 square feet (0.033% of total tract) 609.84 square feet (0.0082% of total tract)
APPROXIMATE REMAINING PROPERTY:	1.7 Acres
LOCATION OF STRUCTURE:	More than 35 feet
CONTACTS: First: Last:	February 4, 2019 June 19, 2019
ACQUISITION AGENT:	Buddy Allison
ZONING: HIGHEST & BEST USE:	Residential Use Residential Use
MISCELLANEOUS:	Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing.

June 25, 2019



Transportation

Erica Parish, Director

District 4

Item No. 36.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 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 I-20 Eastbound Ramps at Riverside Parkway, Project No. X2409.

BACKGROUND

I-20 Eastbound Ramps at Riverside Parkway is an approved thoroughfare and mobility improvements project in the 2016 SPLOST Transportation Improvements Program (TIP).

The project includes congestion relief and mobility improvements consisting of the addition of turn lanes, signal installation, sidewalks, raised medians, and other pedestrian improvements. In addition, South Service Road will be realigned with the existing driveway access point at Riverside EpiCenter.

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

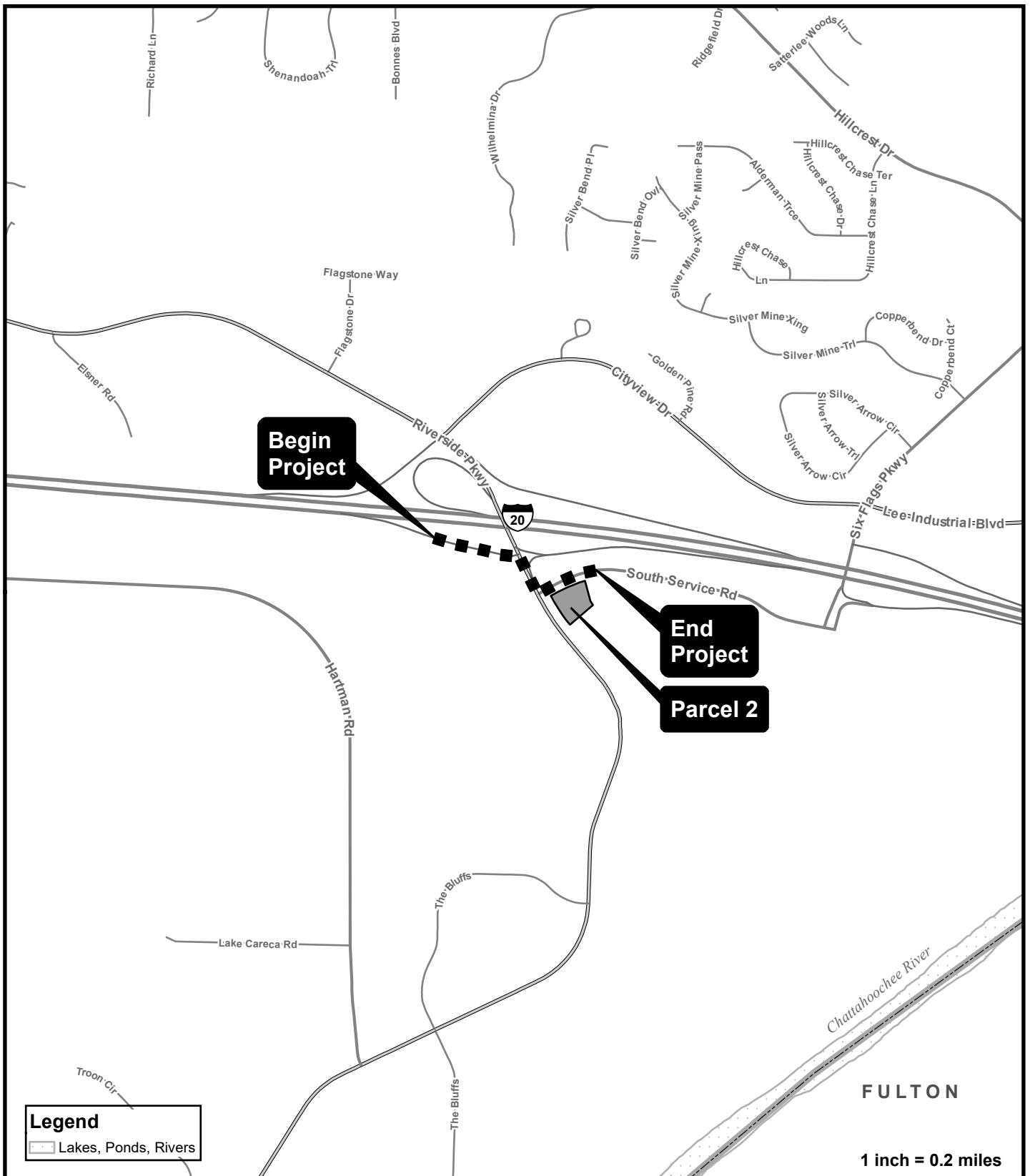
RECOMMENDATION

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 I-20 Eastbound Ramps at Riverside Parkway, Project No. X2409; 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 2

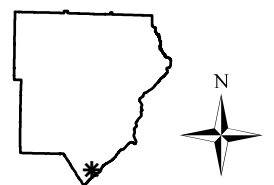
LOCATION MAP



Department of Transportation

PROJECT:
I-20 Eastbound Ramps at Riverside Parkway
Project No. X2409

DATE: June 25, 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 5,534.07 SQUARE FEET OF FEE SIMPLE RIGHT-OF-WAY, 2,862.99 SQUARE FEET OF TEMPORARY CONSTRUCTION EASEMENT, AND 1,572.91 SQUARE FEET OF DRIVEWAY EASEMENT, BEING PROJECT PARCEL NO. 2, TAX PARCEL NO. 18060400070, 18th DISTRICT, SECOND SECTION OF COBB COUNTY, GEORGIA BY DECLARATION OF TAKING METHOD PURSUANT TO THE PROVISIONS OF O.C.G.A. §32-3-4, ET SEQ.

WHEREAS, Section 4 of Chapter 3 of Title 32 of the Official Code of Georgia Annotated and following sections authorize the County to file a condemnation proceeding in rem under a method known as declaration of taking to acquire private property interests for public road or other public transportation purposes upon payment of just and adequate compensation therefore to the person or persons entitled to such payment upon the Board’s finding that circumstances are appropriate for the use of said method; and

WHEREAS, the Board of Commissioners of Cobb County, Georgia (the “Board of Commissioners”) finds and believes that circumstances are appropriate for the use of the declaration of taking method to acquire property for public road or other public transportation purposes belonging to Wendy’s Properties, LLC, being project parcel no. 2, tax parcel no. 18060400070, 18th District, Second Section of Cobb County, Georgia for one or more of the reasons set forth in O.C.G.A. §32-3-4, as same may be amended from time to time, including a desire in the interests of justice to have judicial ascertainment of any and all questions connected with the condemnation.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Commissioners of Cobb County, Georgia that circumstances are such that it is necessary to proceed with condemnation proceedings by Declaration of Taking method on a tract of land belonging to Wendy’s Properties, LLC, being project parcel no. 2, tax parcel no. 18060400070, 18th District, Second Section of Cobb County, Georgia pursuant to Project No. X2409 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

PROJECT NAME:	I-20 Eastbound Ramps at Riverside Parkway
PROJECT NUMBER:	X2409
PARCEL NUMBER:	2
PROPERTY OWNER:	The Wendy's Company Wendy's Properties, LLC One Dave Thomas Blvd. Dublin, OH 43017
TAX PARCEL I.D. NUMBER :	18-0604-0-007-0
ACQUISITION: Fee Simple Right-of-Way: Temporary Construction Easement: Driveway Easement:	 5,534.07 square feet (0.1% of total tract) 2,862.99 square feet (0.05% of total tract) 1,572.91 square feet (0.03% of total tract)
APPROXIMATE REMAINING PROPERTY:	1.2 Acres
LOCATION OF STRUCTURE:	More than 35 feet
CONTACTS: First: Last:	March 12, 2019 June 19, 2019
ACQUISITION AGENT:	Buddy Allison
ZONING: HIGHEST & BEST USE:	Commercial Commercial
MISCELLANEOUS:	Negotiations to acquire the required right-of-way and easements from the property owner are underway. Due to project deadlines, condemnation authority is requested. Ongoing negotiations are continuing.

June 25, 2019



Transportation

Erica Parish, Director

District 1

Item No. 37.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To approve a contract with C.W. Matthews Contracting Company, Inc., for intersection improvements on Lost Mountain Road at Midway Road/Mirror Lake Drive, Project No. X2308, CCDOT Contract No. 001329.

BACKGROUND

Lost Mountain Road at Midway Road/Mirror Lake Drive is an approved project in the Intersection Improvements Component of the 2016 SPLOST Transportation Improvements Program.

The project consists of the realignment of the intersection of Lost Mountain Road and Midway Road to create a four-way signalized intersection with Lost Mountain Road and Mirror Lake Drive. Additional turn lanes will be added to support the increase in turning movements.

The Invitation to Bid was advertised in the *Marietta Daily Journal* on April 26, 2019, and on May 3, 10, and 17, 2019. Bids were received on May 23, 2019, from the following companies:

<u>Company</u>	<u>Bid Amount</u>
C.W. Matthews Contracting Company, Inc.	\$1,611,257.83
CMES, Inc.	\$1,692,458.50
Glosson Enterprises, LLC	\$1,876,371.90
Ohmshiv Construction, LLC	\$1,917,672.30

The low bid of \$1,611,257.83 from C.W. Matthews Contracting Company, Inc., was reviewed and found to be reasonable and responsive. Bid tabulation consisted of \$1,414,840.83 in roadway costs and \$196,417.00 in Water System costs. The scheduled completion date for this project is 365 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-X230-X230-8761-X2308-C (Preliminary Est.)	\$1,099,000.00
	347-050-X230-X230-8781-X2308-U (Preliminary Est.)	\$ 150,000.00
	347-050-X230-X230-8761-X2305-C (Preliminary Est.)	\$ 165,840.83
Transfer to:	347-050-X230-X230-8762-X2308-C (Turnkey Constr.)	\$1,414,840.83

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.

Lost Mountain Road at Midway Road/Mirror Lake 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). Lost Mountain Road at Midway Road/Mirror Lake Drive improvements include realignment of Midway Road to align with Mirror Lake Drive, and the addition of left/right turn lanes.

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	\$210,417.00
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Transfer to: Lost Mountain Road at Midway Road/Mirror Lake Drive

Construction	510-500-5756-8260-W5019-C	\$196,417.00
Material and Supplies	510-500-5756-8265-W5019-M	\$ 10,000.00
Contingency	510-500-5756-8810-W5019-T	<u>\$ 4,000.00</u>
Total:		\$210,417.00

RECOMMENDATION

The Board of Commissioners approve a contract with C.W. Matthews Contracting Company, Inc., in an amount not to exceed \$1,611,257.83, for intersection improvements on Lost Mountain Road at Midway Road/Mirror Lake Drive, Project No. X2308, CCDOT Contract No. 001329; 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:

Lost Mountain Road at Midway Road / Mirror Lake Drive
Project No. X2308

DATE: June 25, 2019



Notes: Commission District 1



Transportation

Erica Parish, Director

District 1

Item No. 38.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To approve a contract with Excellere Construction, LLC for John Ward Road Sidewalk, Project No. X2702, CCDOT Contract No. 001438.

BACKGROUND

Sidewalks is an approved component in the 2016 SPLOST Transportation Improvements Program.

John Ward Road Sidewalk consists of sidewalk improvements on the west side of John Ward Road, from Macland Road to Irwin Road.

The Invitation to Bid was advertised in the *Marietta Daily Journal* on April 26, 2019, and on May 3, 10, and 17, 2019. Bids were received on May 23, 2019, from the following companies:

<u>Company</u>	<u>Bid Amount</u>
Excellere Construction, LLC	\$1,056,000.00
CMES, Inc.	\$1,152,226.00
Glosson Enterprises, LLC	\$1,227,678.05
Baldwin Paving Company, Inc.	\$1,268,940.56
Massana Construction, Inc.	\$1,381,515.00

The low bid of \$1,056,000.00 from Excellere Construction, LLC was reviewed and found to be reasonable and responsive. Bid tabulation consisted of \$1,012,171.95 in roadway costs and \$43,828.05 in Water System costs. The scheduled completion date for this project is 180 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-X270-X270-8761-X2702-C (Preliminary Est.)	\$1,012,171.95
Transfer to:	347-050-X270-X270-8762-X2702-C (Turnkey Constr.)	\$1,012,171.95

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.

John Ward Road Sidewalk is an eligible project/program under the Pedestrian Improvements - Sidewalks Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 14). Pedestrian Improvements within Commission District 1 include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity centers, multi modal facilities (transit stops/shelters, etc.), and other congested areas, to include pedestrian bridges where needed.

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	\$49,728.05
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Transfer to: John Ward Road Sidewalk

Construction	510-500-5756-8260-W4394-C	\$43,828.05
Material and Supplies	510-500-5756-8265-W4394-M	\$ 5,000.00
Contingency	510-500-5756-8810-W4394-T	<u>\$ 900.00</u>
Total:		\$49,728.05

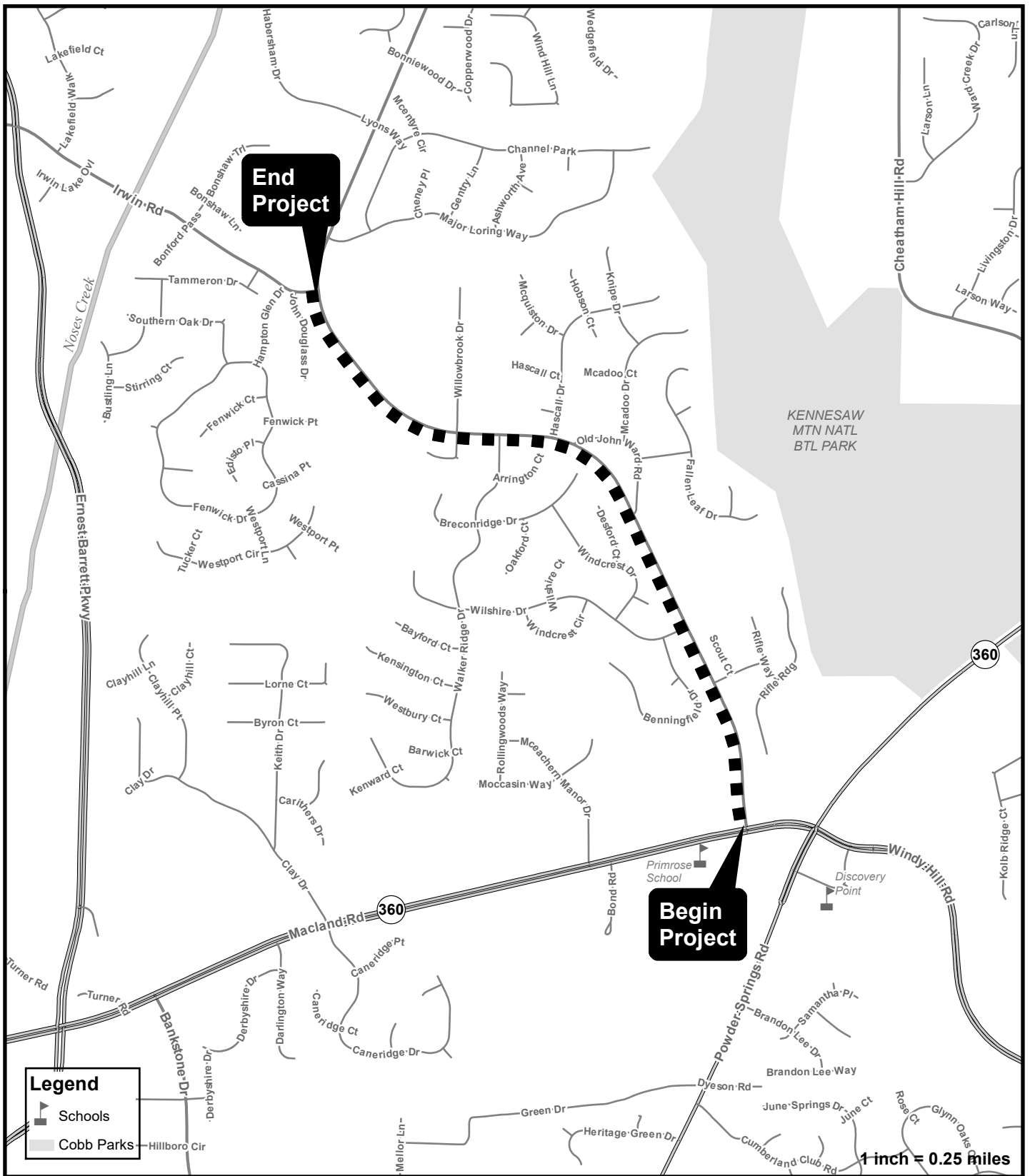
RECOMMENDATION

The Board of Commissioners approve a contract with Excellere Construction, LLC, in an amount not to exceed \$1,056,000.00, for John Ward Road Sidewalk, Project No. X2702, CCDOT Contract No. 001438; 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 Sidewalk
Project No. X2702

DATE: June 25, 2019



Notes: Commission District 1



Transportation

Erica Parish, Director

District 2

Item No. 39.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To approve Change Order No. 1 (final) to Project No. X2529 to the 2018 Countywide Unit Price Contract with Detection Engineering Technology, Inc., for Pedestrian Signal Pole Replacement, CCDOT Contract No. 001345.

BACKGROUND

Traffic Management, Traffic Signals, and Planning is an approved component in the 2016 SPLOST Transportation Improvements Program.

The scope of the Pedestrian Signal Pole Replacement project included rebuilding traffic signals and replacing pedestrian poles which did not meet current safety standards. The pedestrian signal poles at the intersections identified on the attached list were located within the roadside border area considered available for safe use by errant vehicles; therefore, they needed to be replaced with poles which have a breakaway base to ensure compliance with current safety standards.

On August 28, 2018, the Board of Commissioners approved Project No. X2529 to the 2018 Countywide Unit Price Contract with Detection Engineering Technology, Inc. (DET), for Pedestrian Signal Pole Replacement.

Details for action requested are follows:

Replacement is complete and Change Order No. 1 (final) to the contract with DET, a savings to the project in the amount of \$17,710.00, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with DET.

Original Contract	\$65,610.00
Change Order No. 1	<u>(\$17,710.00)</u>
Revised Contract	\$47,900.00

IMPACT STATEMENT

N/A

FUNDING

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34708281882: 347-050-X250-X250-8771-X2529-C (Signalization Constr.) \$17,710.00

Transfer from: 347-050-X250-X250-8771-X2529-C (Signalization Constr.) \$17,710.00

Transfer to: 347-050-X250-X250-8761-X2529-C (Preliminary Est.) \$17,710.00

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.

Pedestrian Signal Pole Replacement is an eligible project/program under the Congestion Relief and Mobility Improvements - Traffic Management, Traffic Signals, and Planning Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 23). Traffic Signals improvements include the upgrade of traffic signal infrastructure to include the addition and upgrade of uninterruptible power supply (UPS) units, addition of flashing arrow left turn displays, and rebuilding traffic signal supports.

RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to Project No. X2529 to the 2018 Countywide Unit Price Contract with Detection Engineering Technology, Inc., a savings to the project in the amount of \$17,710.00, for Pedestrian Signal Pole Replacement, CCDOT Contract No. 001345; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Pedestrian Signal Pole Replacement Locations

Project No. X2529

Pedestrian Signal Pole Replacement Locations

Location	Commission District
SR3/US 41 Cobb Parkway at Paces Mill Road/River Parkway	2
SR3/US 41 Cobb Parkway at Riverview Village	2
SR3/US 41 Cobb Parkway at Cumberland Boulevard	2
SR3/US 41 Cobb Parkway at Riverwood Parkway	2
SR3/US 41 Cobb Parkway at Akers Mill Square	2
Cumberland Boulevard at Riverwood Parkway	2
Cumberland Boulevard at Walton Riverwood Lane	2
Akers Mill Road at Overton Park Drive	2
Cumberland Boulevard at Akers Mill Road (West)	2
SR3/US 41 Cobb Parkway at Galleria Parkway/Cumberland Mall South	2
SR3/US 41 Cobb Parkway at Galleria Drive/Cumberland Mall North	2
SR3/US 41 Cobb Parkway at I-285 Eastbound Ramp	2
SR3/US 41 Cobb Parkway at I-285 Westbound Ramp	2



Transportation

Erica Parish, Director

District 2

Item No. 40.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To approve Change Order No. 1 (final) to Project No. X2254 to the Countywide Unit Price Contract with Chatfield Contracting, Inc., for emergency repairs on Fox Lane, CCDOT Contract No. 001407.

BACKGROUND

Drainage System Improvements is an approved component in the 2016 SPLOST Transportation Improvements Program.

Fox Lane is classified as a Local Street on the County's Major Thoroughfare Plan. Three 72-inch corrugated metal pipes (CMP) failed, creating sinkholes which threatened the integrity of the roadway.

The project scope included replacing the first ten feet of each 72-inch CMP, spin casting the entire length of all three pipes, replacing two catch basins, adjusting the storm sewer manhole, filling in the existing sinkholes, and constructing a new inlet headwall.

On February 26, 2019, the Board of Commissioners ratified previous action by the County Manager authorizing emergency repairs on Fox Lane. The Board also approved Project No. X2254 to the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., (Chatfield) for said repairs.

Details for action requested are follows:

Construction is complete and Change Order No. 1 (final) to the contract with Chatfield, a savings to the project in the amount of \$4,502.05, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Chatfield.

Original Contract	\$275,468.75
Change Order No. 1	<u>(\$ 4,502.05)</u>
Revised Contract	\$270,966.70

IMPACT STATEMENT

N/A

FUNDING

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34702261930: 347-050-X220-X220-8762-X2254-C (Turnkey Constr.) \$4,502.05

Transfer from: 347-050-X220-X220-8762-X2254-C (Turnkey Constr.) \$4,502.05

Transfer to: 347-050-X220-X220-8761-X2254-C (Preliminary Est.) \$4,502.05

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.

Fox Lane 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.

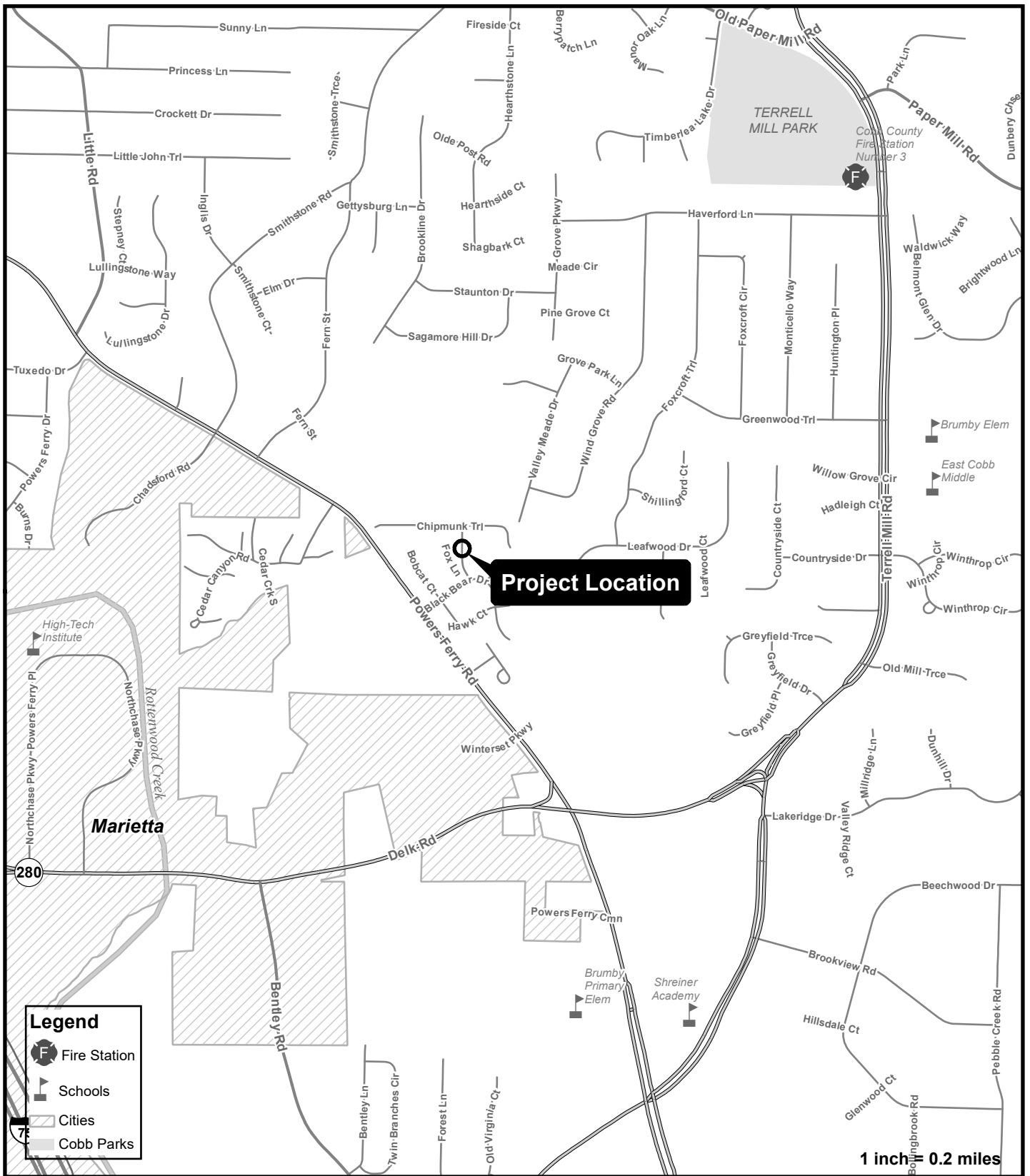
RECOMMENDATION

The Board of Commissioners approve Change Order No. 1 (final) to Project No. X2254 to the 2018 Countywide Unit Price Contract with Chatfield Contracting, Inc., a savings to the project in the amount of \$4,502.05, for emergency repairs on Fox Lane, CCDOT Contract No. 001407; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

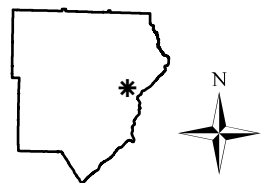
LOCATION MAP



Department of Transportation

PROJECT:
Fox Lane Drainage
Project No. X2254

DATE: June 25, 2019



Notes: Commission District 2



Transportation

Erica Parish, Director

District 2

Item No. 41.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To approve Change Order No. 2 (final) to the contract with Butch Thompson Enterprises, Inc., for McPherson Road Sidewalk, Project No. X2742, CCDOT Contract No. 001294.

BACKGROUND

Sidewalks is an approved component in the 2016 SPLOST Transportation Improvements Program.

McPherson Road Sidewalk consisted of replacing the existing curb and gutter and included construction of a five-foot wide sidewalk along the west side of McPherson Road, from Post Oak Tritt Road to Shallowford Road. Also included was the addition of a five-foot wide sidewalk along the east side of McPherson Road near Mountain Creek Drive. The total length of this project is approximately 0.50 miles.

On August 28, 2018, the Board of Commissioners approved a contract with Butch Thompson Enterprises, Inc. (BTE), for McPherson Road Sidewalk.

On March 26, 2019, the Board approved Change Order No. 1 to the contract with BTE, a no-cost time extension through April 30, 2019, for McPherson Road Sidewalk.

Details for action requested are as follows:

Construction is complete and Change Order No. 2 (final) to the contract with BTE, a savings to the project in the amount of \$103,249.05, 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	\$655,865.87
Change Order No. 1	\$ 0.00
Change Order No. 2	<u>(\$103,249.05)</u>
Revised Contract	\$552,616.82

IMPACT STATEMENT

N/A

FUNDING

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 34708281885: 347-050-X270-X270-8762-X2742-C (Turnkey Constr.) \$18,905.55

Transfer from:	347-050-X270-X270-8762-X2742-C (Turnkey Constr.)	\$18,905.55
Transfer to:	347-050-X270-X270-8761-X2741-C (Preliminary Est.)	\$ 9,452.78
	347-050-X270-X270-8761-X2721-C (Preliminary Est.)	\$ 9,452.77

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

McPherson Road Sidewalk is an eligible project under the Pedestrian Improvements - Sidewalks Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 14). Pedestrian Improvements within Commission District 2 include construction of sidewalks and other pedestrian improvements along roadways in the vicinity of schools, activity centers, multi modal facilities (transit stops/shelters, etc.), and other congested areas, to include pedestrian bridges where needed.

A savings to the Water System DOT Projects – Relocate Lines Adopted CIP Budget, with the following budget transfers:

Decrease GAE 51008281885: 510-500-5756-8260-W4380-C (Turnkey Constr.) \$84,343.50

Transfer from: McPherson Road Sidewalk

Construction	510-500-5756-8260-W4380-C	\$84,343.50
Interest Expense on Retainage	510-500-5756-6613-W4380-A	\$ 260.00
Material and Supplies	510-500-5756-8265-W4380-M	\$ 1,000.00
Contingency	510-500-5756-8810-W4380-T	<u>\$ 2,080.00</u>
Total:		\$87,683.50

Transfer to: DOT Projects – Relocate Lines

Preliminary Estimates	510-500-5756-8005-W4069-Z	\$87,683.50
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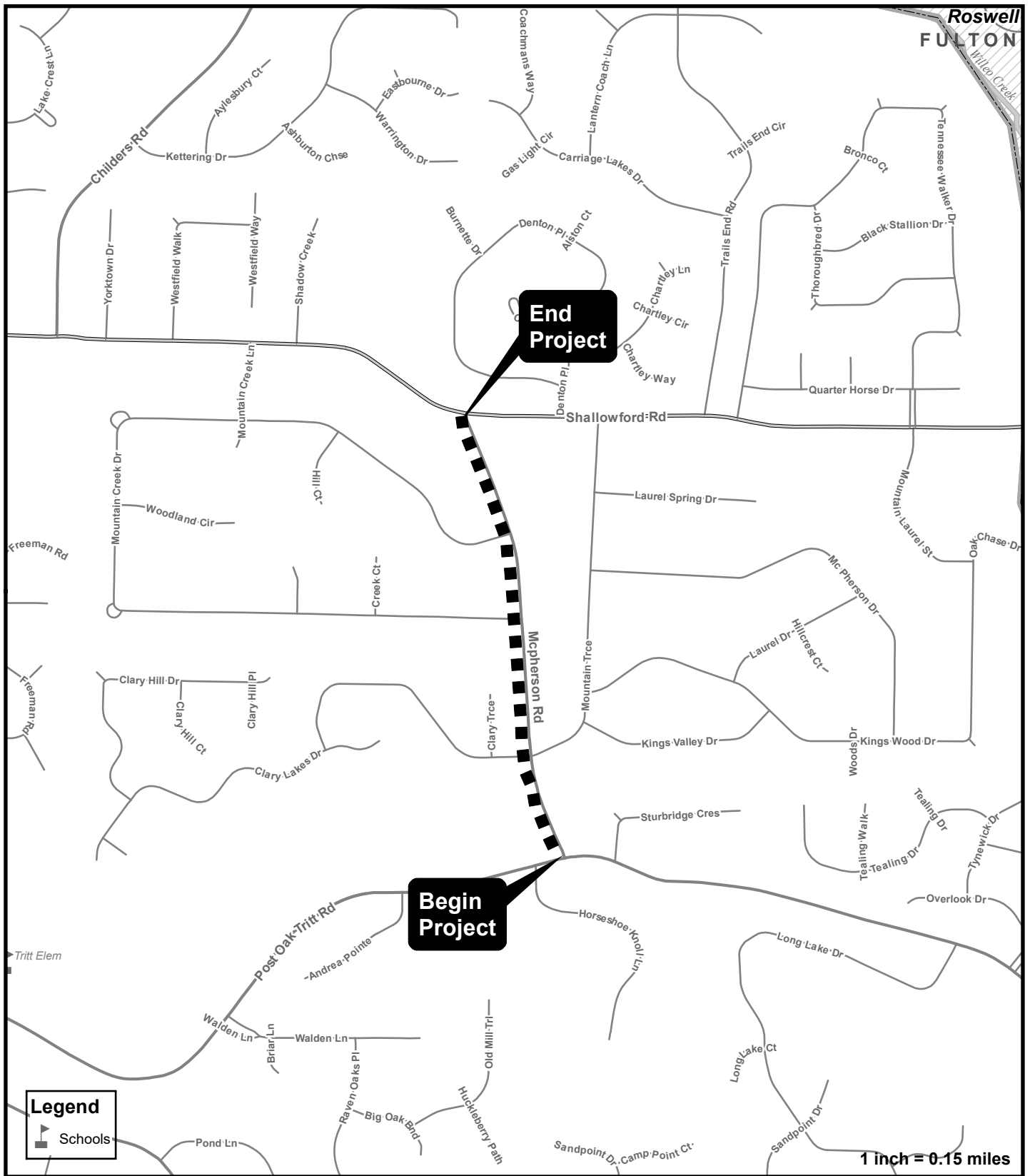
RECOMMENDATION

The Board of Commissioners approve Change Order No. 2 (final) to the contract with Butch Thompson Enterprises, Inc., a savings to the project in the amount of \$103,249.05, for McPherson Road Sidewalk, Project No. X2742, CCDOT Contract No. 001294; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map

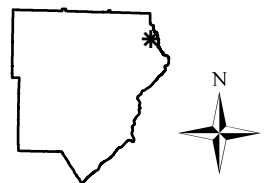
LOCATION MAP



Department of Transportation

PROJECT:
McPherson Road Sidewalk
Project No. X2742

DATE: June 25, 2019





Transportation

Erica Parish, Director

District 2

Item No. 42.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To approve Change Order No. 2 (final) to the contract with Tidwell Bridge Company, for bridge replacement on Casteel Road over Piney Grove Creek, Project No. X2105, CCDOT Contract No. 001270.

BACKGROUND

Casteel Road over Piney Grove Creek (previously identified as Sewell Creek) is an approved bridge replacement project in the 2016 SPLOST Transportation Improvements Program.

The project consisted of a complete replacement of the existing substandard bridge crossing over Piney Grove Creek (Sewell Creek). In addition, the roadway geometry was changed to improve the operational aspects of the intersection of Casteel Road, Bill Murdock Road, and Oak Lane.

On March 27, 2018, the Board of Commissioners approved a contract with Tidwell Bridge Company (Tidwell) for bridge replacement on Casteel Road over Piney Grove Creek.

On August 28, 2018, the Board approved a no-cost time extension through December 31, 2018, for bridge replacement on Casteel Road over Piney Grove Creek.

Details for action requested are as follows:

Construction is complete and Change Order No. 2 (final) to the contract with Tidwell, a savings to the project in the amount of \$15,183.25, is requested due to variations between the original and final quantities. These are the final changes necessary to close this contract with Tidwell.

Original Contract	\$1,277,458.00
Change Order No. 1	\$ 0.00
Change Order No. 2	<u>(\$ 15,183.25)</u>
Revised Contract	\$1,262,274.75

IMPACT STATEMENT

N/A

FUNDING

A savings to the 2016 SPLOST Transportation Improvements Program Fund, as follows:

Decrease GAE 347032718601: 347-050-X210-X210-8762-X2105-C (Turnkey Constr.) \$33.25

Transfer from: 347-050-X210-X210-8762-X2105-C (Turnkey Constr.) \$33.25

Transfer to: 347-050-X210-X210-8761-X2105-C (Preliminary Est.) \$33.25

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

Casteel Road over Piney Grove Creek (Sewell Creek) is an eligible project/program under the Infrastructure Preservation - Bridges and Culverts Component of the 2016 SPLOST Transportation Improvements (Cobb County 2016 SPLOST, pp. 7, 11). Casteel Road over Piney Grove Creek (Sewell Creek) improvements include the replacement of the deficient bridge.

A savings to the Water System DOT Projects – Relocate Lines Adopted CIP Budget, with the following budget transfers:

Decrease GAE 510032718601: 510-500-5756-8260-W4378-C (Turnkey Constr.) \$15,150.00

Transfer from: Casteel Road over Piney Grove Creek Bridge

Construction	510-500-5756-8260-W4378-C	\$15,150.00
Interest Expense on Retainage	510-500-5756-6613-W4378-A	\$ 270.00
Material and Supplies	510-500-5756-8265-W4378-M	\$ 5,000.00
Contingency	510-500-5756-8810-W4378-T	<u>\$ 2,160.00</u>
Total:		\$22,580.00

Transfer to: DOT Projects – Relocate Lines

Preliminary Estimates 510-500-5756-8005-W4069-Z \$22,580.00

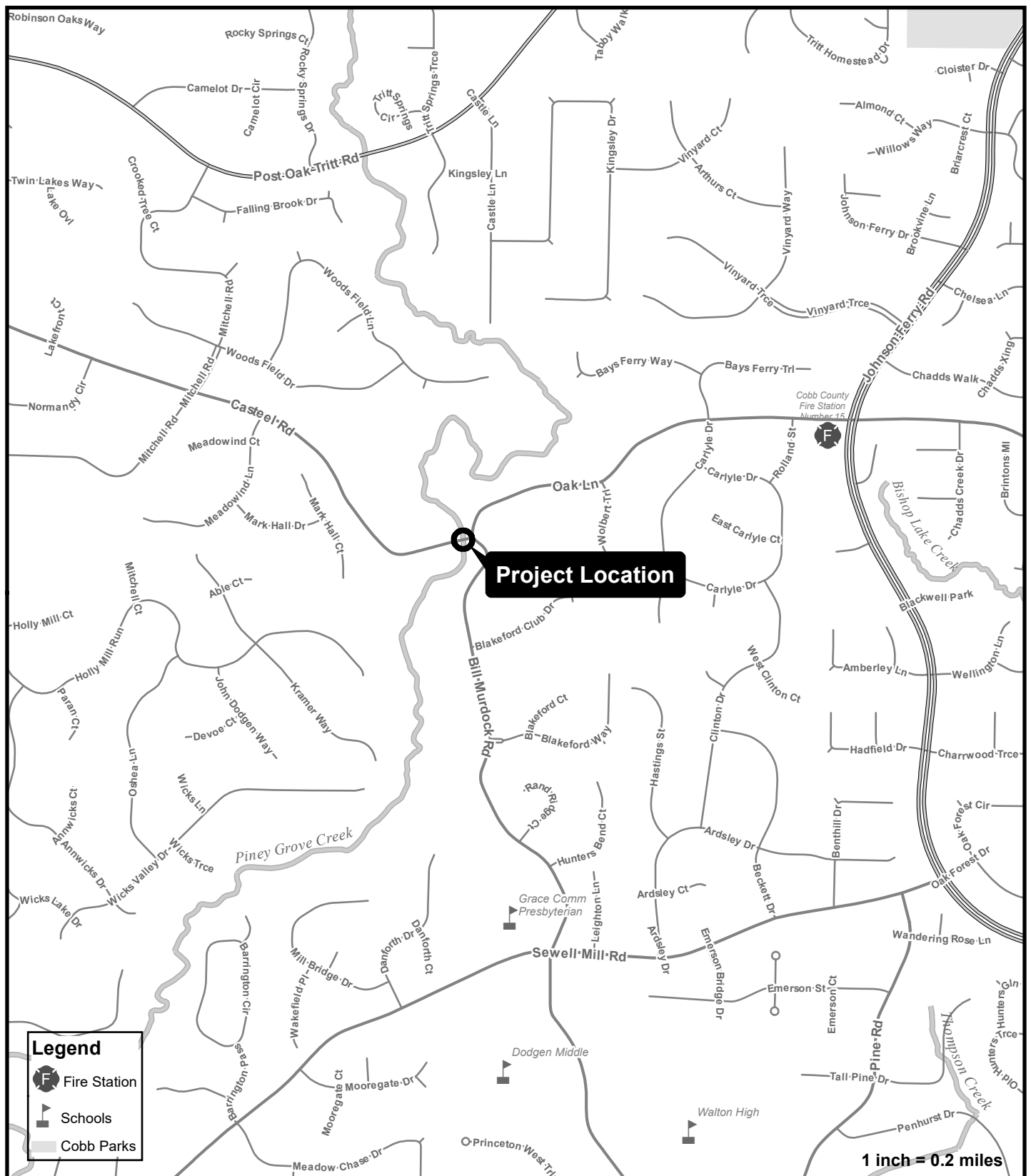
RECOMMENDATION

The Board of Commissioners approve Change Order No. 2 (final) to the contract with Tidwell Bridge Company, a savings to the project in the amount of \$15,183.25, for Casteel Road over Piney Grove Creek (previously identified as Sewell Creek), Project No. X2105, CCDOT Contract No. 001270; 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:
Casteel Road over Piney Grove Creek
Project No. X2105

DATE: June 25, 2019





Transportation

Erica Parish, Director

District 2

Item No. 43.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To approve a Memorandum of Agreement with Cobb County Marietta Water Authority for restoration of structures on Interstate North Parkway Trail, State Project No. TEE-0008-00(100), State P.I. No. 0008100, Cobb County Project No. D11H0.

BACKGROUND

Interstate North Parkway Trail was an approved project in the Multi-Use Trails - Pedestrian and Bicycle Improvements Component of the 2005 Transportation Improvements Program, State Project No. TEE-0008-00(100), State P.I. No. 0008100.

On May 23, 2006, the Board of Commissioners approved a Transportation Enhancement Memorandum of Understanding with the Georgia Department of Transportation (GDOT) for Interstate North Parkway Trail.

On April 12, 2011, the Board approved an Agreement for Transportation Enhancement Activities with GDOT for Interstate North Parkway Trail.

On October 25, 2011, the Board approved a contract with Summit Construction & Development, LLC, in an amount not to exceed \$528,702.10, for construction of Interstate North Parkway Trail.

The Department entered into an Encroachment Agreement with the Cobb County Marietta Water Authority (CCMWA) on February 7, 2011, to allow installation of a retaining wall and construction of a portion of the Interstate North Parkway trail within the CCMWA's water main easement. Per terms of the Encroachment Agreement, the CCMWA is released from any responsibility for damage to the retaining wall and trail resulting from future repair of water lines and related facilities in this area; therefore, the County is responsible for 100 percent of all costs which may be required to repair any damage.

The CCMWA is currently implementing a Blow-Off Replacement Program for water facility upgrades, which will require removal of the retaining wall within the Interstate North Parkway Trail project. The County desires to restore the retaining wall and trail following completion of the CCMWA upgrade project, and will

fund 100 percent of all restoration costs; therefore, a Memorandum of Agreement (MOA) with the CCMWA is required.

Per terms of the MOA, the CCMWA will be responsible for construction of the restoration project. Bids were received from two companies for the Blow-Off Replacement Program. The low bid from Unity Construction Company, Inc., included removal/replacement of the retaining wall and trail at a cost of \$69,000.00, which will be 100 percent funded by the County.

The MOA with the CCMWA for restoration of the retaining wall and trail has been reviewed by the County Attorney's Office.

IMPACT STATEMENT

N/A

FUNDING

Available in the 2005 Transportation Improvements Program Fund with the following budget transfers:

Transfer from:	340-050-7511-D11L-8741-D11L0-R (Preliminary Est.)	\$69,000.00
Transfer to:	340-050-7511-D11H-8761-D11H0-C (Turnkey Constr.)	\$69,000.00

The 2005 Special Purpose Local Option Sales Tax (SPLOST), adopted by the Board of Commissioners on June 14, 2005, provides for capital improvements and anticipated corresponding budget funding to address, inter alia, Multi-Use Trails.

Interstate North Parkway Trail is an eligible project/program under the Pedestrian and Bicycle Improvements – Multi-Use Trail Component of the 2005 SPLOST Transportation Improvements (Cobb County 2011 SPLOST, pp. 1, 29). Multi-Use Trails includes development of a comprehensive network of off-street and greenway multi-use trails.

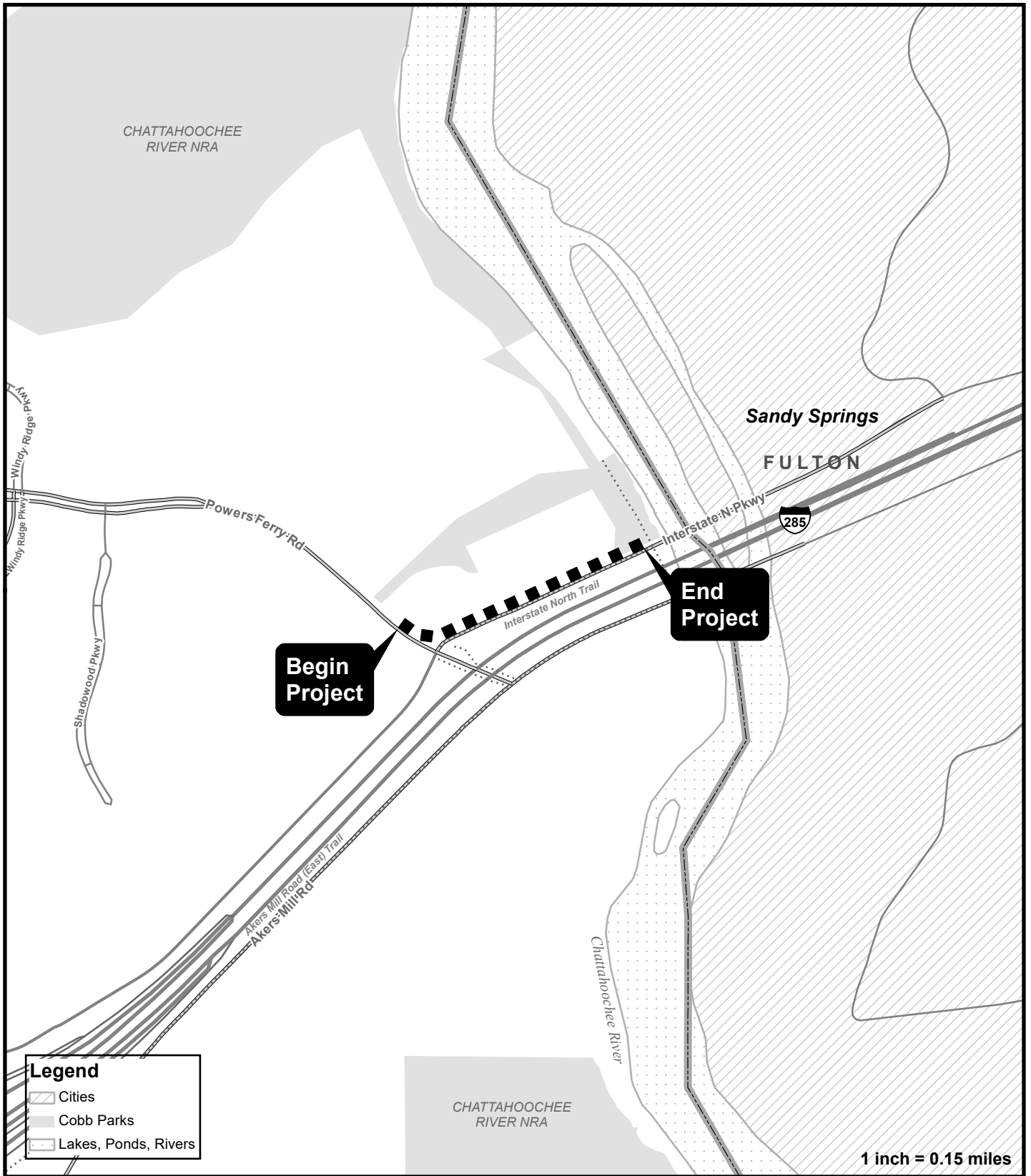
RECOMMENDATION

The Board of Commissioners approve a Memorandum of Agreement with Cobb County Marietta Water Authority, in an amount not to exceed \$69,000.00, for restoration of structures on Interstate North Parkway Trail, State Project No. TEE-0008-00(100), State P.I. No. 0008100, Cobb County Project No. D11H0; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map
2. Memorandum of Agreement with Cobb County Marietta Water Authority

LOCATION MAP



Legend

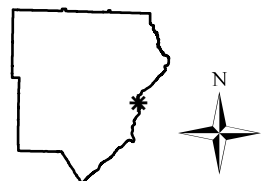
- Cities
- Cobb Parks
- Lakes, Ponds, Rivers



Department of Transportation

PROJECT:
Interstate North Parkway Trail
Project No. D11H0

DATE: June 25, 2019



Notes: Commission District 2

**STATE OF GEORGIA
COUNTY OF COBB**

**MEMORANDUM OF AGREEMENT
BETWEEN
COBB COUNTY, GEORGIA
AND
COBB COUNTY MARIETTA WATER AUTHORITY
FOR
WATER FACILITY UPGRADES**

This Memorandum of Agreement (“MOA”) is made and entered into this ____ day of _____, 2019, by and between **COBB COUNTY, GEORGIA** a political subdivision of the State of Georgia, (the "COUNTY"), and **COBB COUNTY MARIETTA WATER AUTHORITY**, it's officers, employees, contractors, affiliated entities, and agents (collectively the “AUTHORITY”).

WHEREAS, the AUTHORITY and the COUNTY jointly have resolved to further the implementation of the water facility upgrades identified by the AUTHORITY as the **Blow-Off Replacement Program** (the “PROJECT”) in Land Lots 1067, 1057, and 1056 of the 17th District, 2nd Section, Cobb County, Georgia, as is more particularly described in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the COUNTY installed a retaining wall and trail (“AUTHORIZED STRUCTURE”) within the AUTHORITY’s water main easement which will require removal prior to implementation of the PROJECT; and

WHEREAS, the AUTHORITY and the COUNTY jointly entered into an Encroachment Agreement, executed on February 7, 2011 (“ENCROACHMENT AGREEMENT”), which relieves the AUTHORITY of any responsibility for damage to the AUTHORIZED STRUCTURE resulting from repair of water lines and related facilities, and authorizes the AUTHORITY to accommodate COUNTY’s request for a replacement of the AUTHORIZED STRUCTURE; and

WHEREAS, the COUNTY desires the AUTHORIZED STRUCTURE be restored upon completion of the PROJECT, and has identified funds for this purpose; and

WHEREAS, to expedite the PROJECT schedule and completion of the same, and in accordance with the provisions of the ENCROACHMENT AGREEMENT, the COUNTY agrees to contribute ONE HUNDRED PERCENT (100%) of the funds to finance the replacement of the AUTHORIZED STRUCTURE (“COUNTY PROJECT CONTRIBUTION”); and

NOW THEREFORE, in consideration of the mutual promises made and the benefits conferred herein, the receipt and sufficiency of which are hereby acknowledged by both of the parties hereto, the COUNTY and the AUTHORITY do hereby agree as follows:

1. The COUNTY will commit and allocate ONE HUNDRED PERCENT (100%) which is not to exceed SIXTY-NINE THOUSAND DOLLARS (\$69,000.00) to the PROJECT for all costs associated with the replacement of the AUTHORIZED STRUCTURE.
2. Within thirty (30) days after the Effective Date (as defined in Paragraph 5 below), the COUNTY shall deposit with the AUTHORITY the COUNTY PROJECT CONTRIBUTION.
3. The COUNTY has allocated the COUNTY FUNDS for the costs associated with replacement of the AUTHORIZED STRUCTURE. Nevertheless the AUTHORITY understands and acknowledges that the COUNTY is not obligated to provide now or hereafter any additional funding for the PROJECT except as may be specifically set forth herein or as may be conditioned by future written agreement between the parties. Any understanding or agreement between the parties as to additional or future PROJECT related funding and the respective and associated responsibilities and commitments of the parties with respect thereto shall be in writing and shall be reflected in a subsequent amendment which supplements this MOA.
4. The AUTHORITY will be responsible for construction of the PROJECT and the replacement of the AUTHORIZED STRUCTURE [in substantially the same location and constructed to the same standards as the original AUTHORIZED STRUCTURE].
5. The AUTHORITY shall adhere to and shall comply with all applicable state and federal guidelines, rules, regulations and laws applicable to PROJECT activities.
6. The term of this MOA shall commence on the date that the last party hereto executes the same (the “Effective Date”) and shall conclude on the earlier of (a) the date of final acceptance by the COUNTY of the PROJECT or (b) the date on which the COUNTY and the AUTHORITY mutually decide not to implement and construct the PROJECT but in no event longer than three (3) years from

Comment [MK1]: Project bids in 5/3 – real # available then

the Effective Date (such earlier date being the “Termination Date”). Within sixty (60) days after the Termination Date, the AUTHORITY shall refund to the COUNTY any portion of the COUNTY PROJECT CONTRIBUTION that has not been used to pay costs of the PROJECT. The foregoing notwithstanding, the parties shall remain responsible for the completion and fulfillment of any outstanding financial obligations specified herein and not otherwise satisfied heretofore.

7. As the PROJECT is governmental in nature and involves the construction, ownership and future maintenance by the COUNTY of public infrastructure, the COUNTY shall review and shall have approval authority for all aspects of the PROJECT. This review and approval authority, however, does not relieve the AUTHORITY of its responsibilities under the terms of this MOA

8. This MOA, together with all exhibits attached hereto, represents the sole and entire agreement between the parties named herein. No modification, alteration or amendment shall be binding unless executed by both parties with the same degree of formality as this indenture. This undertaking supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, consultants, employees and/or representatives. No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document.

9. Except as otherwise provided herein, any notice, request, demand, instruction or other communication from the COUNTY to the AUTHORITY or from the AUTHORITY to the COUNTY shall be in writing and deemed properly sent and given (a) upon hand delivery to the addressee, (b) five (5) days after deposit into the United States mail, postage prepaid, certified mail, return receipt requested, or (c) one (1) day after delivery to the United States Postal Service Express Mail or similar reputable overnight courier or delivery service. All notices shall be addressed to the parties as follows:

AUTHORITY: General Manager
Cobb County Marietta Water Authority – GMO
1170 Atlanta Industrial Drive
Marietta, Georgia 30066

With a copy to:

COUNTY: DOT Director
Cobb County Department of Transportation

1890 County Services Parkway
Marietta, Georgia 30008

With a copy to: County Manager
100 Cherokee Street
Suite 300
Marietta, Georgia 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 for receipt of future notices or other communications in accordance with the terms of this provision.

10. The obligations of the parties outlined herein are to be performed in Cobb County, Georgia, and if legal action is necessary to enforce the same or to construe any of the provisions or contractual language of this MOA, exclusive venue shall lie in Cobb County, Georgia.

11. This MOA shall be governed by and construed in accordance with the laws of the State of Georgia and the United States as are from time to time in effect.

12. The parties do not intend that any provision of this MOA or that any obligation specified herein create a partnership, joint venture, association, alliance or other similar arrangement between the COUNTY and the AUTHORITY, or that any benefit be conferred on any third party or that the provisions hereof give rise to or create any duty or obligation or any cause of action arising therefrom on behalf of any third party.

13. The COUNTY shall, in its sole discretion, have the right to terminate this Agreement completely and without further obligation, damage, cost or penalty should any pre-existing condition, detected on or within the PROJECT right of way prior to the initiation of or during PROJECT construction activities, threaten or entail liability, assessment(s) or penalties and/or require the assumption by the COUNTY of any current or future responsibility for the remediation and correction of such condition during the term hereof. In such instance, the County shall notify the AUTHORITY in writing within five (5) business days of identifying any such pre-existing condition and the AUTHORITY shall remit the PROJECT CONTRIBUTION or any remaining balance thereof to the COUNTY within sixty (60) days of said notice.

14. No provision of this MOA shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the COUNTY by the Constitution, statutes, rules and regulations of the State of Georgia.

15. Should any one or more of the paragraphs, sentences, clauses, phrases or provisions of this MOA for any reason be held to be unenforceable or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the parties hereto intend that such unenforceable or unconstitutional language not affect the remaining provisions and that this document be construed and considered without any reference thereto as if the invalid portion had never been inserted or included within the text hereof.

16. The parties acknowledge and represent that each party and its respective legal counsel have participated in the negotiation and preparation of this MOA. This MOA shall consequently be construed without regard to any presumption or law which requires the terms contained herein to be construed against the author or scribe.

17. This MOA may be executed in any number of counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same instrument.

18. The individuals whose names appear below represent that they have or have been accorded by their governing bodies the necessary authority to bind the entities on whose behalf each has executed this document.

19. This MOA is subject to and contingent upon approval by the BOC designated by majority vote at a regularly called public meeting of the same.

20. This MOA shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and except as otherwise provided in this document and if applicable, their assigns.

21. Both the COUNTY and the AUTHORITY acknowledge and agree that time is of the essence for performance of the obligations specified herein.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first above written.

Cobb County Marietta Water Authority-GMO.

COBB COUNTY, GEORGIA

By: _____

By: _____

Printed Name: _____

Printed Name: Michael H. Boyce

Title: _____

Title: Chairman, Board of Commissioners

Date _____

Date _____

[ATTACH CORPORATE SEAL]

[ATTACH CORPORATE SEAL]

APPROVED AS TO FORM BY:

County Attorney's Office

Exhibit A

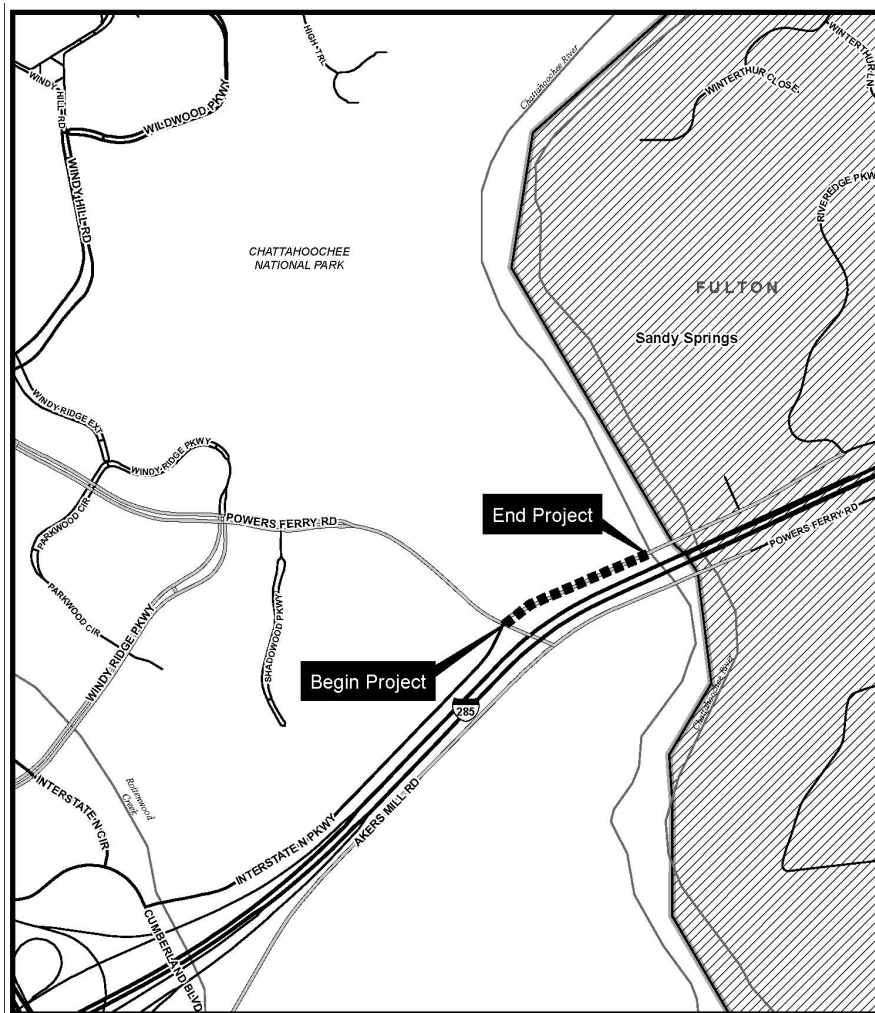
Project Description:

Blow-Off Replacement Program

Project Scope:

Replacement of saddle outlet for 54" water main on Interstate North Parkway approximately 500' east of Powers Ferry Road. Work also includes removal of retaining wall and trail for access, and replacement of wall and trail upon completion of work on water main.

Project Location:





Transportation

Erica Parish, Director

District 2

Item No. 44.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To approve a Utility Relocation Agreement with Georgia Power Company for preliminary engineering and relocation of facilities on Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001477.

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 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 will require Georgia Power Company to remove and relocate their existing facilities. Since the facilities may be located on Georgia Power's easement, the cost for the relocation, in an amount not to exceed \$179,517.00, may be reimbursable by Cobb County.

The Utility Relocation Agreement 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-X240-X240-8781-X2401-U (Preliminary Est.)	\$179,517.00
Transfer to:	347-050-X240-X240-8786-X2401-U (Utility Relocation)	\$179,517.00

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.

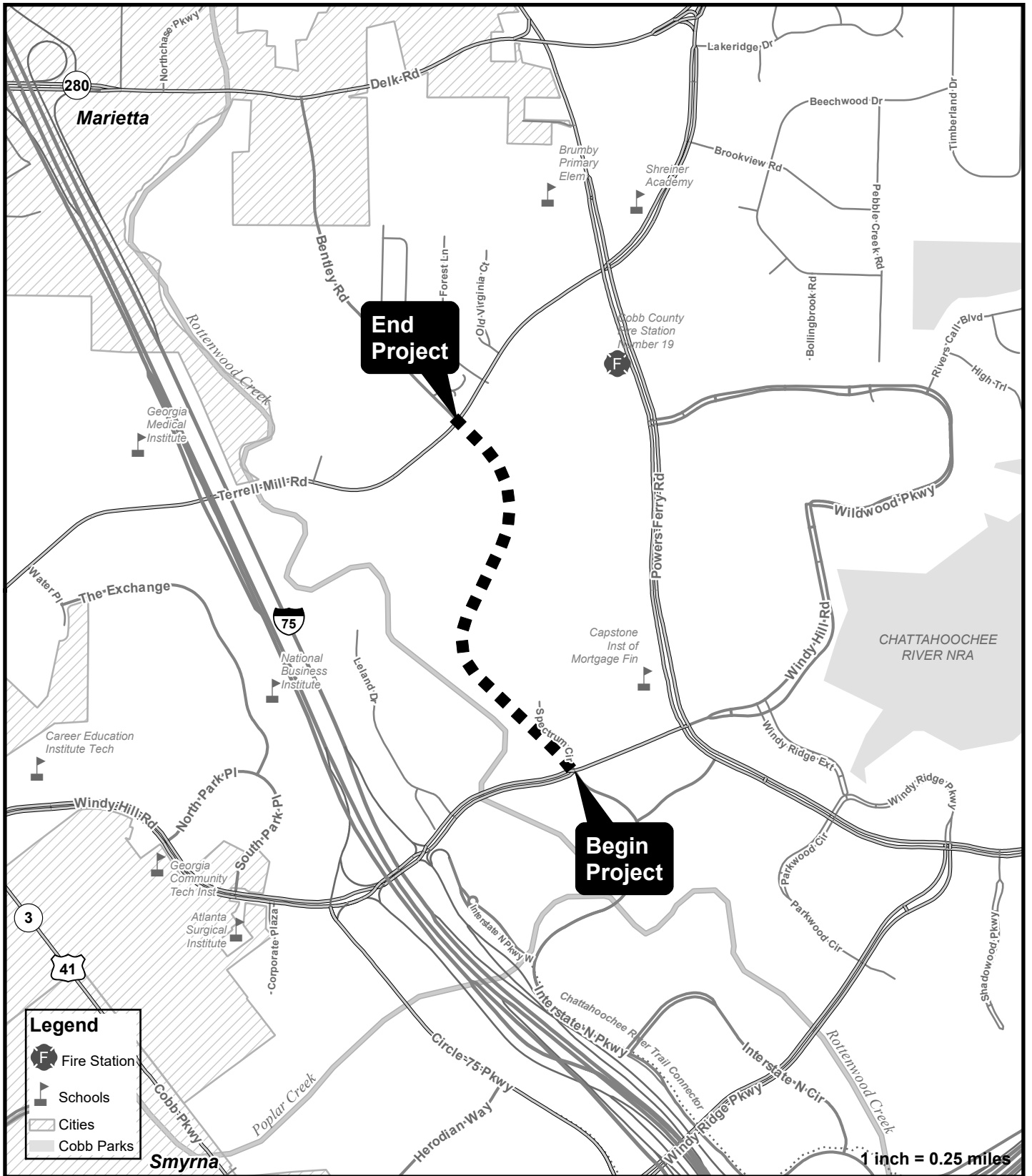
RECOMMENDATION

The Board of Commissioners approve a Utility Relocation Agreement with Georgia Power Company, in an amount not to exceed \$179,517.00, for preliminary engineering and relocation of facilities on Windy Hill Road/Terrell Mill Road Connector, Project No. X2401, CCDOT Contract No. 001477; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents, in a form substantially similar to that attached and as approved by the County Attorney's Office.

ATTACHMENTS

1. Location Map
2. Utility Relocation Agreement with Georgia Power Company

LOCATION MAP



Department of Transportation

PROJECT:
Windy Hill Road/Terrell Mill Road Connector
Project No. X2401

DATE: June 25, 2019



UTILITY RELOCATION AGREEMENT

PROJECT NAME: **Windy Hill / Terrell Mill Road Connector**

PROJECT NUMBER: **E4090 / X2401**

CDOT PROJECT NUMBER: **0013967**

This AGREEMENT, made and entered into as of the _____ day of _____, 20__ by and between COBB COUNTY, State of Georgia (hereinafter referred to as the "County"), and GEORGIA POWER COMPANY (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

WITNESSETH:

WHEREAS, the County proposes under the above written Project to construct Windy Hill / Terrell Mill Road Connector. (hereinafter referred to as the "Project"); and

WHEREAS, due to the construction of this Project, it will become necessary for the Company to remove, relocate, or make certain adjustments to the Company's existing facilities (facilities includes electrical and communications facilities and is referred to herein collectively as the "Facilities" or the "Facility"), in accordance with the estimate of ONE HUNDRED SEVENTY-NINE THOUSAND, FIVE HUNDRED SEVENTEEN Dollars (\$179,517.00) (the "Estimate"), a copy of which estimate is attached hereto, and incorporated into this Agreement as Exhibit "A". The Estimate is limited: (a) to the costs of removing, relocating or adjusting those Facilities, which are physically in place and in conflict with the proposed construction and/or maintenance, (b) where replacement is necessary, to the costs of replacement in kind and such cost excludes the proportion of the costs representing improvement or betterment in a Facility, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, and (c) to the costs incurred in acquiring additional easements or private rights of way, including, without limitation, easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities. The proportion of the costs representing improvement or betterment in a Facility while excluded from the Estimate, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, shall be shown on the Estimate; and

WHEREAS, the Company has presented evidence to the County that it contends supports its claim that it acquired property interests and utilized such property interests for the placement of its Facilities prior in time to acquisition of the road right of way(s), all as involved in said Project; and

WHEREAS, the County agrees to bear one hundred percent (100%) of the actual costs of said relocation expenses, which is estimated to be ONE HUNDRED SEVENTY-NINE THOUSAND, FIVE HUNDRED SEVENTEEN Dollars (\$179,517.00), subject to the County's reasonable approval (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights, which may include any documents or information demonstrating the location of the Facilities in relationship to those property interests, the relationship of those property interests to current and previous road right-of-way, and any other information or documents reasonably required by the County to verify the Company's claim, and subject to further County's reasonable approval (not to be unreasonably withheld) should actual expenses exceed the Estimate; and

WHEREAS, the County will use its best efforts to make a determination regarding the Company's claim for prior rights prior to the Company being required to commence the removal, relocation, or adjustment of its Facilities, and shall provide its determination in writing along with the written support for any such determination. If the County determines that the Company's presented information is insufficient to make a determination, the County will provide the Company the basis for such insufficiency, and request that the Company provide additional information. If a determination, however, cannot be made prior to the time the Company's Facilities need to be removed, relocated, or adjusted in order for the Project not to be delayed (provided that the County certifies in writing to the Company that such Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines), the Company will remove, relocate, or adjust its Facilities without a determination having been made and neither Party's rights, claims, or defenses with regard to the issue of property interests, compensable interest or prior rights will be waived or affected in any manner. In such instance, the County will make such determination regarding the Company's claim for prior rights no later than six

(6) months from the date of County's receipt of information sufficient for the County to make a determination (which determination shall be in writing accompanied by written support) or otherwise the Company's claim for prior rights will be deemed approved by the County.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed:

Section 1. The Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during this Agreement) and working in accordance with the terms of its agreements with such employees, will make such changes in its Facilities as previously agreed upon with the County. The Company may elect to contract any portion of the work contemplated.

Section 2. Prior to the Company commencing any of its removal, relocation or adjustment work, including obtaining any easements, County will provide written assurances (including information on the property rights acquired) to Company that it has acquired the necessary new road right-of-way.

Section 3. Upon the completion by the Company of the work contemplated herein, the County will pay the Company a sum equal to the lesser of one hundred percent (100%) of: (a) the Company's actual cost of the total Project relocation expenses or (b) the Estimate, subject to the reasonable acceptance by the County (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights.

Section 4. The County will neither be bound to pay any costs related to the Facilities' removal, relocation, or adjustment which are in excess of the reimbursable portion of the Estimate, nor for any items of relocation work not provided for in said Estimate, except as shall be specifically approved in writing by the County. In the event there is a change in the Project, including, without limitation, a change in scope, design, plans, service, property interests to be acquired or engineering, due to events or circumstances beyond Company's reasonable control, Company will notify County of such change and the Parties will negotiate in good faith a mutually agreeable agreement or amendment to this Agreement to address such change.

Section 5. The recitals set forth in the Whereas clauses of this Agreement are a material part of this Agreement and binding upon the Parties hereto.

Section 6. The Company shall make a reasonable effort to provide signing and other traffic control measures during construction as contemplated under this Agreement in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

Section 7. The covenants herein contained, including the covenants contained in the "Whereas" clauses hereto, shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 8. It is mutually agreed between the Parties hereto that this Agreement shall be deemed to have been executed in Georgia.

Section 9.

- 9.1 The Parties agree they will in good faith share information with each other related to the issue of prior rights. Should the Company disagree with the County's determination with regard to the Company's claim for prior rights and if the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 9.2 below.
- 9.2 Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim, each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives provided,

however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of designated representatives or Cobb County's Board of Commissioners fails to approve any tentative agreement reached, the Parties agree to participate in non-binding mediation pursuant to Section 9.3 below. It being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 9.

- 9.3 If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 9.2, the Parties agree to participate in non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location, with each Party being responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to such mediator. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not so resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. (Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief).

Section 10.

- 10.1 If the Company chooses to submit progress payments, the County will pay them within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the work, the Company shall submit a final bill to the County and the County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification of the final bill by the County.
- 10.2 For purposes of this Section 10.1, "Verification" means that the County has reasonably determined that there is a material discrepancy between the Company's invoiced charges and the County's calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should the County fail to provide such documentation within the specified time period, the County must pay the disputed amount. The County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. The County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of the Company.
- 10.3 At any time within thirty-six (36) months after the date of the final payment, the County, at its sole expense, may audit the cost records, support documentation, and accounts of the Company pertaining to this Project to solely assess the accuracy of the invoices submitted by the Company and notify the Company of any amount of any unallowable expenditure made in the final payment of this Agreement, or, if no unallowable expenditure is found, notify the Company of that fact in writing. Any such audit will be conducted by representatives of the County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to the Company and during regular business hours at the offices of the Company in a manner that does not unreasonably interfere with the Company's business activities and subject to the Company's reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign the Company's Nondisclosure Agreement. The Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. The Company will reasonably cooperate in any such audit, providing access to the Company records that are reasonably necessary to enable the County to test the accuracy of the invoices to which the audit pertains, provided that the County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If the Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from the County (based on the mutually agreed upon audit results), the County may set off the amount of such bill against the amounts owed the Company on any then-current contract between the Company and the County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 9.2 and 9.3 will govern the resolution of the dispute. The County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 11. Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties and there are no oral or written representations, understandings or agreements between the Parties respecting the subject matter hereof which are not fully expressed herein. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to those present have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

COBB COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
(SEAL)

ATTEST:

By: _____

Title: _____

Notary: _____(SEAL)

Approved as to Form by:

Cobb County
Department of Transportation

GEORGIA POWER COMPANY

By: _____

Title: Centralized Engineering Svcs Manager

Date: _____

ATTEST:

By: _____

Title: _____(SEAL)

Witness: _____

Notary: _____(SEAL)

Give proper title of each person executing Agreement. Attach seal as required.



Transportation

Erica Parish, Director

Districts All

Item No. 45.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To authorize reimbursement to Georgia Power Company for utility pole replacement required for Advanced Transportation Management Systems – Intelligent Transportation Systems Communications, Phases 1C, 2, and 3A, Project No. X2502.

BACKGROUND

Advanced Transportation Management Systems (ATMS) is an approved project in the Traffic Management, Traffic Signals, and Planning Component of the 2016 SPLOST Transportation Improvements Program. The Department's ATMS includes a Regional Transportation Management Center (TMC) and Intelligent Transportation Systems (ITS), incorporating traffic signal management systems, closed circuit television cameras for traffic surveillance, fiber optic cable systems, and traveler information systems. Upgrading the Intelligent Transportation System (ITS) is an important component of this project.

The ATMS - ITS Communications, Phases 1C, 2, and 3A project design includes the installation of 25 miles of new fiber optic cable and adjusting existing fiber optic cable on the following corridors: Austell Road, Cobb Parkway, East-West Connector, Johnson Ferry Road, Lower Roswell Road, Powers Ferry Road, Richard D. Sailors Parkway, Spring Road and Veterans Memorial Highway.

Construction of this project will require attaching new fiber optic cable to 29 Georgia Power Company (GPC) utility poles along the specified corridors. The Department submitted a Pole Attachment Permit application to GPC on May 8, 2019. In accordance with the Utility Accommodation Manual approved by the Board of Commissioners, GPC has permitted the attachment of ITS communication fiber on its poles, as requested. Currently, space is available on 27 existing utility poles within the project limits; however, two utility poles located on Austell Road will need to be replaced to provide proper overhead clearance. Consistent with Georgia Department of Transportation practice, the cost for the replacement of these two poles, in an amount not to exceed \$27,980.00, is reimbursable by the County.

The Pole Attachment Permit with the 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-X250-X250-8761-X2502-C	\$27,980.00
Transfer to:	347-050-X250-X250-8786-X2502-U	\$27,980.00

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.

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.

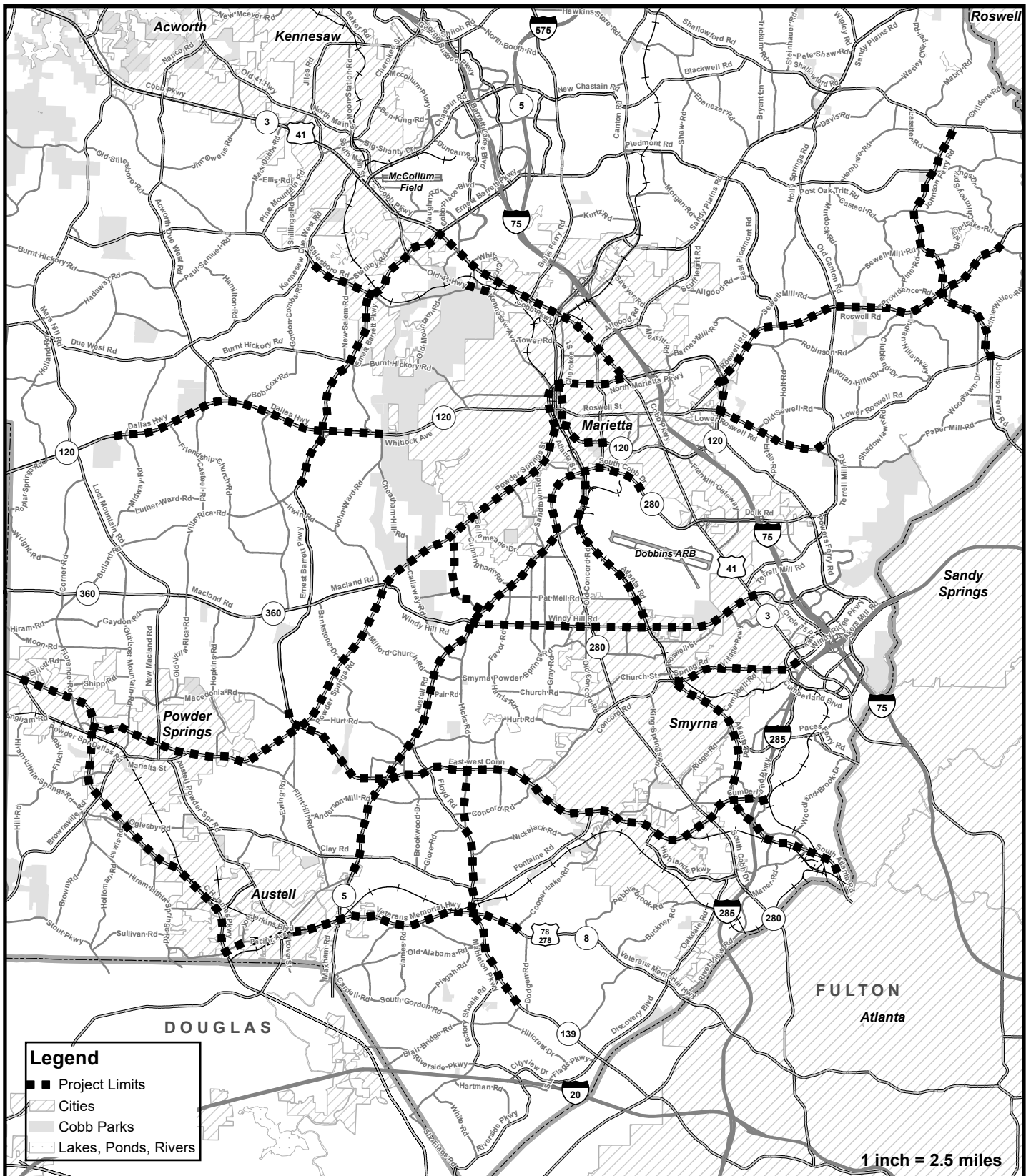
RECOMMENDATION

The Board of Commissioners authorize reimbursement to Georgia Power Company, in an amount not to exceed \$27,980.00, for utility pole replacement required for Advanced Transportation Management Systems – Intelligent Transportation System Communications, Phases 1C, 2, and 3A, Project No. X2502; and further authorize the corresponding budget transaction.

ATTACHMENTS

1. Location Map

LOCATION MAP



Department of Transportation

PROJECT:
Advanced Transportation Management Systems
Intelligent Transportation System Communications
Phases 1C, 2, and 3A
Project No. X2502
DATE: June 25, 2019



Notes: Commission Districts 1, 2, 3, 4



Transportation

Erica Parish, Director

District 2

Item No. 46.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To adopt a resolution authorizing the submission of a Better Utilizing Investments to Leverage Development Grant application to the U.S. Department of Transportation for construction of Akers Mill Road Managed Lane Access, Phase 2.

BACKGROUND

The U.S. Department of Transportation (USDOT) announced a Fiscal Year 2019 call for projects on April 23, 2019, for the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program. Applications are due July 15, 2019, and will be competitively selected for award based on merit criteria that includes safety, economic competitiveness, quality of life, state of good repair, innovation, partnership, and additional non-Federal revenue for future transportation infrastructure investments. Funding awards are not guaranteed.

The Cumberland Community Improvement District (CCID) and the Georgia Department of Transportation (GDOT) have jointly identified a capital transportation improvement to supplement the Interstate 75 (I-75) Northwest Corridor Managed Lanes System project, which opened in September 2018. The proposed transportation improvement project consists of the addition of a managed lanes entrance/exit ramp at an operating interchange located at I-75 and Akers Mill Road.

This project will provide additional direct access to the 29.7 mile GDOT Northwest Corridor Express Lanes, allowing motorists to bypass local road networks that may otherwise be impacted by traffic congestion anticipated due to projected growth within the community. Growth indicators include more than nine million square feet of new office, hotel, residential, and recreational development, to include five new office towers, 640 new hotel rooms, and 13,000 new residents. Addition of the ramp project will also enhance safety for more than 100,000 motorists traveling to and from the Cumberland area on a daily basis by minimizing vehicular crossing movements.

On July 12, 2016, the Board of Commissioners adopted a resolution to support funding of the GDOT I-75 and Akers Mill Road Ramp project, in an amount not to exceed \$5,000,000.00, contingent upon funding

commitments by the CCID (\$4,832,305.00), the Atlanta Regional Commission (ARC) (\$4,000,000.00), and the State Road and Tollway Authority (SRTA) (\$2,000,000.00). Funding commitments were based on an estimated total project cost of \$22,867,000.00.

On December 13, 2016, the Board adopted a revised resolution to support funding of the GDOT I-75 and Akers Mill Road Ramp project, in an amount not to exceed \$15,000,000.00, contingent upon funding commitments by the CCID (in an amount not to exceed \$5,000,000.00), the ARC (\$4,000,000.00), and the SRTA (\$2,000,000.00), and identification of full project funding. The Board also authorized the first \$10,000,000.00 of unbudgeted 2016 SPLOST Transportation Improvements Program excess revenue collected to be allocated to the Local Match for Future Federal/State/Other Funding category, contingent upon actual 2016 SPLOST revenue collections exceeding projected revenue budgeted, not to exceed the amount of funding actually contributed by the County.

GDOT has funded the design work for Phase 1 of this ramp project, to include development of final construction plans. Construction of Phase 1 includes, but is not limited to, widening of northbound I-75, between approximately Akers Mill Road and the northbound I-75 ramp to westbound I-285 loop ramp. Also included is the widening of the I-75 northbound over I-285 eastbound bridge, and reconstruction of the I-285 westbound over I-75 bridge.

On March 28, 2017, the Board approved an Intergovernmental Agreement with GDOT, in an amount not to exceed \$11,000,000.00, for construction of Akers Mill Road Managed Lanes Access, Phase 1.

The Department requests authorization to submit a grant application to the USDOT, in an amount not to exceed \$5,137,931.00, for construction of Akers Mill Road Managed Lane Access, Phase 2. Construction of Phase 2 includes, but is not limited to, the addition of north facing express lane ramps between the Akers Mill Road bridge and the I-75 Express Lanes. In addition, sections of existing bridge deck, sidewalk and parapets will be demolished and rebuilt. Toll and directional signage will also be installed.

To compete for these funds, the Board must authorize submission of a grant application to the USDOT by the County's authorized representative. The Department recommends that Laraine Vance, with the Department of Transportation (DOT), be designated as the authorized representative to submit the grant application. The DOT Director will be the Department contact for all matters associated with the grant application.

If selected to receive a BUILD Grant award from the USDOT, the Department will present an agenda item to the Board at a future date for authorization to accept and manage the project grant, in an amount not to exceed the funding allocated to the County. A detailed project description and budget, outlining all applicable federal, state and local funding sources to be used for the project, will accompany the agenda item presented to the Board for approval of the grant award.

IMPACT STATEMENT

The total cost for Akers Mill Road Managed Lane Access, Phase 2 is estimated at an amount not to exceed \$19,972,609.00. Of this amount, federal monies requested in the BUILD Grant application will fund \$5,137,931.00 of the total cost, or approximately 25.7 percent. The required estimated local match of \$14,834,6778.00, or approximately 74.3 percent, will be funded by a combination of prior commitments from the County, the CCID, GDOT, ARC, and SRTA.

The County has committed \$15,000,000.00 of 2016 SPLOST Transportation Improvements Program funding, as previously approved by the Board, to support the Akers Mill Road Managed Lane Access project. Of that amount, \$4,000,000.00 is designated for the County's estimated share of the required local match for Phase 2 of this project. No additional County funding is required at this time.

Once the project is completed, the State will be responsible for 100 percent of all ongoing operation and maintenance costs.

FUNDING

N/A

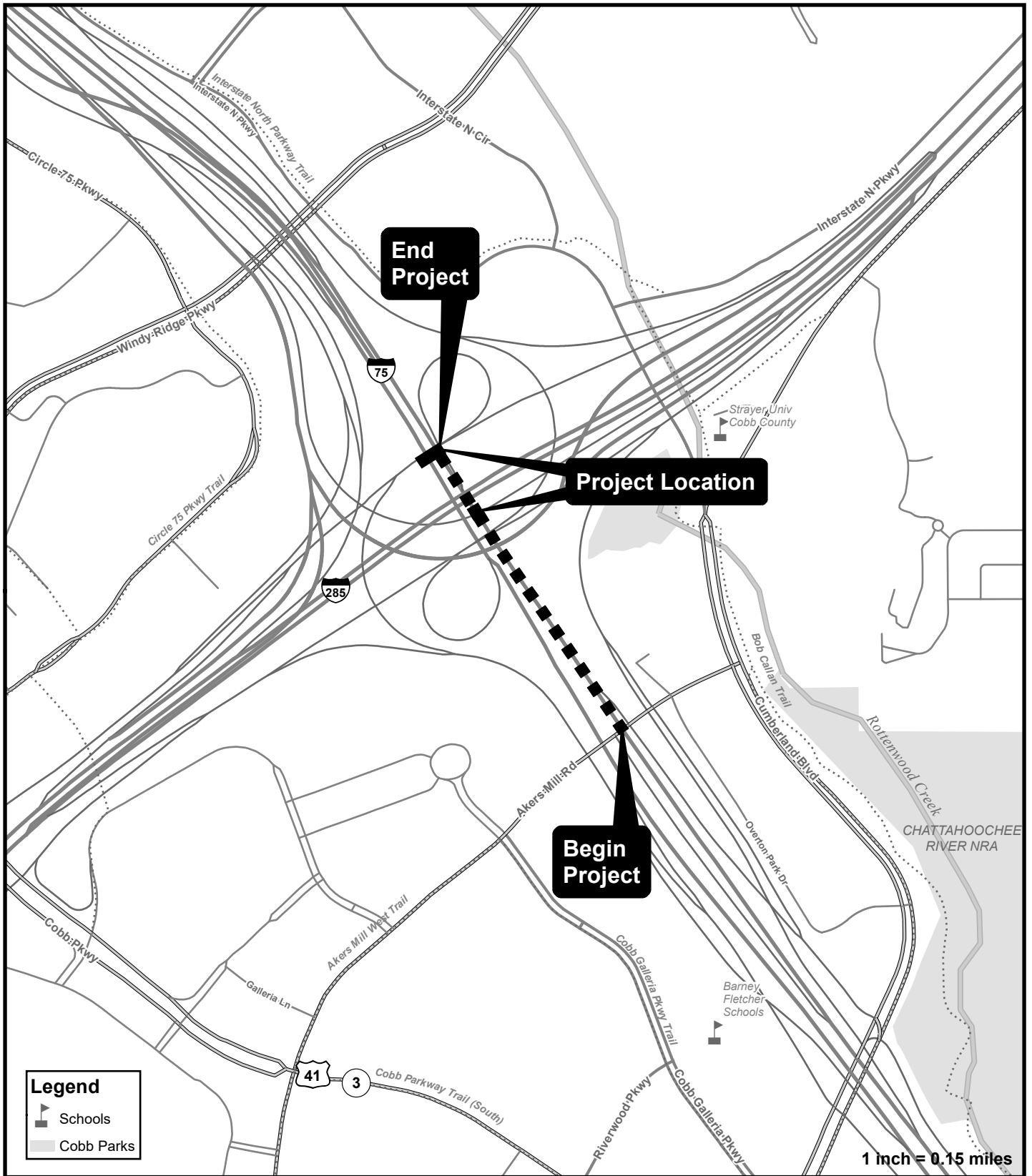
RECOMMENDATION

The Board of Commissioners adopt a resolution authorizing the submission of a Better Utilizing Investments to Leverage Development (BUILD) Grant application to the U.S. Department of Transportation for construction of Akers Mill Road Managed Lane Access, Phase 2; designate Laraine Vance and the DOT Director as the authorized Department representatives for all matters associated with the BUILD Grant application; and authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Location Map
2. Resolution

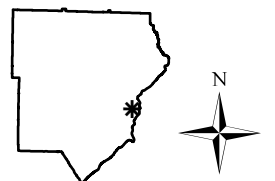
LOCATION MAP



Department of Transportation

PROJECT:
Akers Mill Road Managed Lane Access, Phase 2
Project No. X2410

DATE: June 25, 2019



Notes: Commission District 2

RESOLUTION

Resolution authorizing the submission of a Better Utilizing Investments to Leverage Development (BUILD) Grant application to the U.S. Department of Transportation for construction of the Akers Mill Road Managed Lane Access, Phase 2 project, an addition to the I-75 Northwest Corridor Managed Lanes System project

WHEREAS, the U.S. Department of Transportation (USDOT) is holding a solicitation for Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grant program project funding proposals; and

WHEREAS, on April 23, 2019, the USDOT announced a Fiscal Year 2019 call for projects; and

WHEREAS, applications are due by July 15, 2019, and will be competitively selected for award based on predetermined evaluation criteria; and

WHEREAS, the County desires to submit an application for financial assistance with construction of the Akers Mill Road Managed Lane Access, Phase 2 project, an addition to the I-75 Northwest Corridor Managed Lanes System project; and

WHEREAS, the Cobb County Board of Commissioners adopted a revised resolution to commit 2016 SPLOST Transportation Improvements Program funding, in an amount not to exceed **\$15,000,000.00**, for the I-75 and Akers Mill Road Managed Lane Access project. Of the County's \$15,000,000.00 commitment, \$11,000,000.00 is designated for Phase 1 and \$4,000,000.00 is designated for Phase 2. The County's obligation to provide this funding is contingent upon the following:

1. Satisfaction of financial obligations committed by the CCID, GDOT, ARC and SRTA, and identification of full project funding
2. CCID committing its remaining obligation by December 31, 2018
3. The project advancing to construction by December 31, 2018

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

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 June 25, 2019.

This _____ day of _____, 2019

Attest:

Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Clerk
Cobb County Board of Commissioners



Transportation

Erica Parish, Director

District 4

Item No. 47.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To authorize submission of two Applications for Utility Occupancy to AECOM/Norfolk Southern for Advanced Transportation Management Systems - Intelligent Transportation System Communications, Phases 1C, 2, and 3A, Project No. X2502.

BACKGROUND

Advanced Transportation Management Systems (ATMS) is an approved project in the Traffic Management, Traffic Signals, and Planning Component of the 2016 SPLOST Transportation Improvements Program. The Department's ATMS includes a Regional Transportation Management Center (TMC) and Intelligent Transportation Systems (ITS), incorporating traffic signal management systems, closed circuit television cameras for traffic surveillance, fiber optic cable systems, and traveler information systems. Upgrading the ITS is an important component of this project.

On June 27, 2017, the Board of Commissioners approved Project No. X2502-TO#02 to the 2016 Master Task Order Contract with Kimley-Horn and Associates, Inc., (Kimley-Horn) in an amount not to exceed \$349,692.00, for traffic engineering services for design of ATMS - ITS Communications, Phases 1C, 2, and 3A. The scope of work for these phases included system design, network integration, construction services, and general ITS consulting services to further upgrade ITS communications and provide a fault-tolerant ITS network. Kimley-Horn has prepared the required Applications for Utility Occupancy for this project for submission by the County to AECOM/Norfolk Southern.

ATMS - ITS Communications, Phases 1C, 2, and 3A project design includes the installation of 25 miles of fiber optic cable on various corridors within the County, including Austell Road and Spring Street where each cross over the Norfolk Southern Railroad (NSR) tracks. Project activity within the NSR right-of-way will provide an improved communications infrastructure between the existing traffic signals and ITS devices in the Cobb County TMC.

The work required for this project will encroach upon NSR right-of-way; therefore, an Application for Utility Occupancy will be required for each location. The application fee for installation of aerial wire lines/cable

lines is \$1,500.00 per location. The total cost of fees is estimated not to exceed \$3,000.00 for both locations, and are due at the time the applications are submitted.

Once the submitted applications have been reviewed and approved by AECOM/Norfolk Southern, the Department will receive Utility License Agreements for each location. These will be presented to the Board for approval and execution at a later date.

The Applications for Utility Occupancy for Austell Road and Spring Street have 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-X250-X250-8761-X2502-C (Preliminary Est.)	\$3,000.00
Transfer to:	347-050-X250-X250-8742-X2502-R (Engineering/Special)	\$3,000.00

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

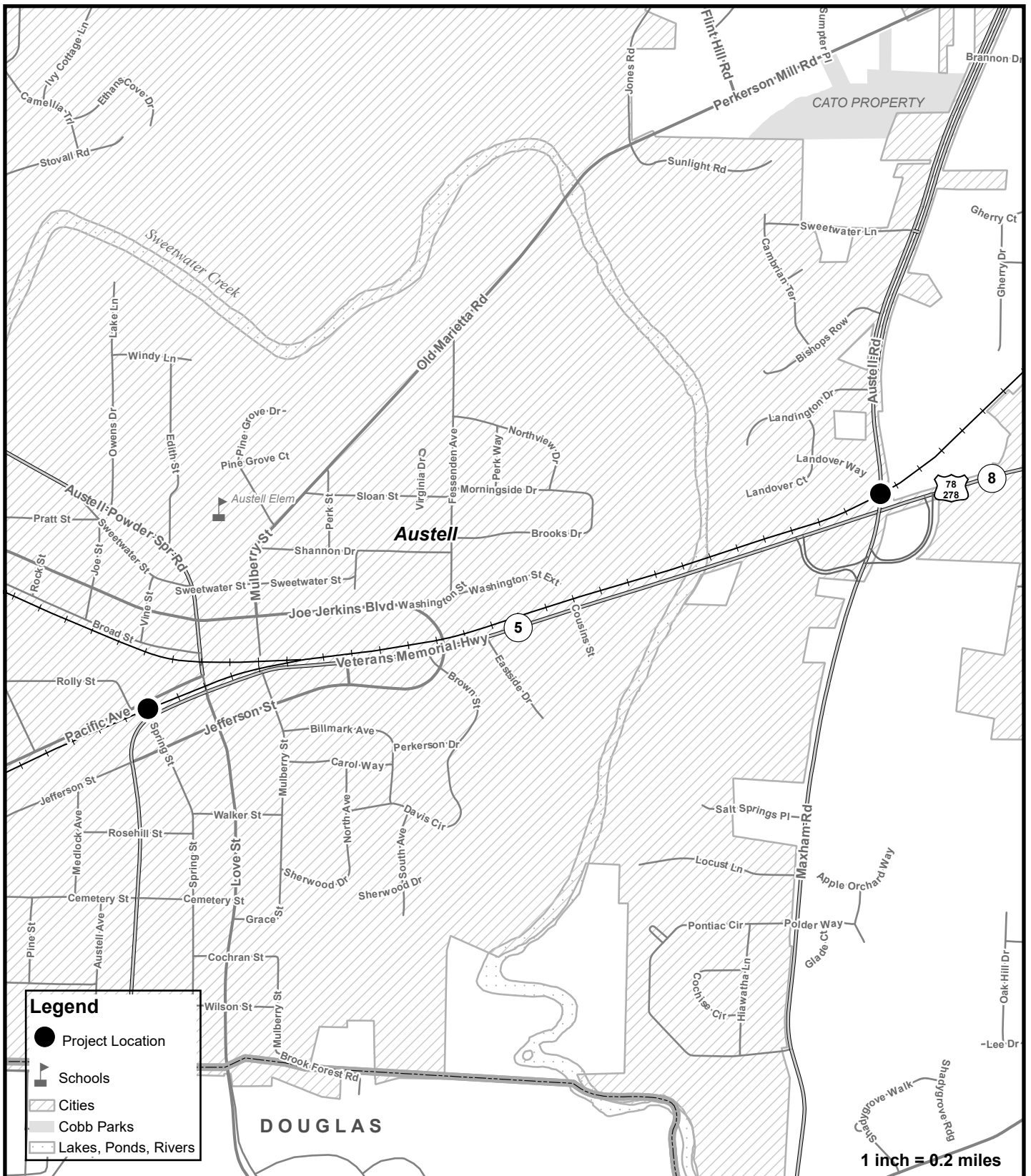
RECOMMENDATION

The Board of Commissioners authorize submission of two Applications for Utility Occupancy to AECOM/Norfolk Southern for Advanced Transportation Management Systems - Intelligent Transportation System Communications, Phases 1C, 2, and 3A, Project No. X2502; authorize the corresponding budget transaction; and further authorize payment of associated application fees, in an amount not to exceed \$3,000.00, to AECOM.

ATTACHMENTS

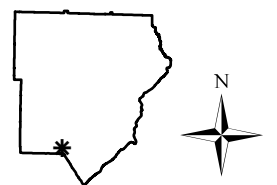
1. Location Map

LOCATION MAP



Department of Transportation

PROJECT:
 Norfolk Southern Applications for Utility Occupancy
 ATMS - Intelligent Transportation System Communications
 Phases 1C, 2, and 3A
 Project No. X2502
 DATE: June 25, 2019



Notes: Commission District 4



Transportation

Erica Parish, Director

District 2, 3, 4

Item No. 48.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Erica Parish, Director

DATE: June 25, 2019

PURPOSE

To approve a Facility Encroachment Agreement with CSX Transportation, Inc., for Advanced Transportation Management Systems - Intelligent Transportation System Communications, Phases 1C, 2, and 3A, Project No. X2502.

BACKGROUND

Advanced Transportation Management Systems (ATMS) is an approved project in the Traffic Management, Traffic Signals, and Planning Component of the 2016 SPLOST Transportation Improvements Program. The Department's ATMS includes a Regional Transportation Management Center (TMC) and Intelligent Transportation Systems (ITS), incorporating traffic signal management systems, closed circuit television cameras for traffic surveillance, fiber optic cable systems, and traveler information systems. Upgrading the ITS is an important component of this project.

On June 27, 2017, the Board of Commissioners approved Project No. X2502-TO#02 to the 2016 Master Task Order Contract with Kimley-Horn and Associates, Inc., (Kimley-Horn) in an amount not to exceed \$349,692.00, for traffic engineering services for design of ATMS - ITS Communications, Phases 1C, 2, and 3A. The scope of work for these phases included system design, network integration, construction services, and general ITS consulting services to further upgrade ITS communications and provide a fault-tolerant ITS network. Kimley-Horn submitted the required Applications for Utility Occupancy to CSX Transportation, Inc., (CSX) for this project on the County's behalf.

ATMS - ITS Communications, Phases 1C, 2, and 3A project design includes the installation of 25 miles of fiber optic cable on various corridors within the County, including South Cobb Drive, Spring Road, and Atlanta Road, where each cross over CSX railroad tracks. Project activity within the CSX right-of-way will provide an improved communications infrastructure between existing traffic signals and ITS devices in the Cobb County TMC.

The work required for this project will encroach upon CSX right-of-way; therefore, Facility Encroachment Agreements (Agreements) will be required for the three locations. Per terms of the Agreements, the County is

required to submit a one-time encroachment license fee of \$500.00 per location, along with a permit review fee of \$1,250.00 per location. These fees are due upon execution of the Agreements. The County is also responsible for any flagging/inspection costs incurred, with need for these services to be determined by CSX, at an estimated cost not to exceed \$1,500.00 per day, per location. The Department anticipates all work to be completed within two business days at each location. Invoices for flagging services incurred will be submitted to the County by CSX at a later date, following completion of the project. The total cost of all permits and associated fees for the three locations is estimated in an amount not to exceed \$14,250.00.

The Facility Encroachment Agreements with CSX for South Cobb Drive, Spring Road, and Atlanta Road have 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-X250-X250-8761-X2502-C (Preliminary Est.)	\$14,250.00
Transfer to:	347-050-X250-X250-8742-X2502-R (Engineering/Special)	\$14,250.00

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.

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.

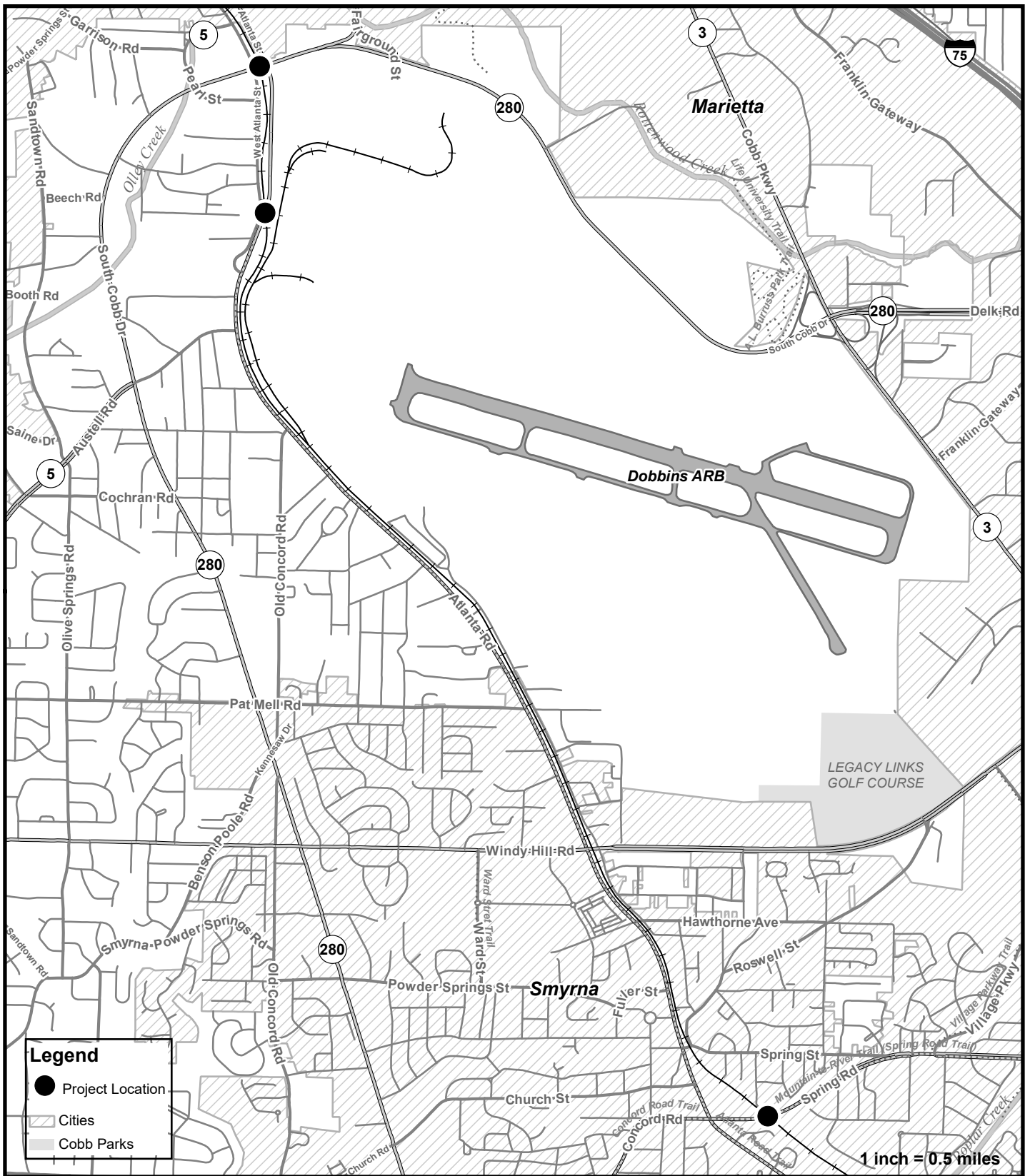
RECOMMENDATION

The Board of Commissioners approve three Facility Encroachment Agreements with CSX Transportation, Inc., in an estimated total amount of \$14,250.00, for Advanced Transportation Management Systems - Intelligent Transportation System Communications, Phases 1C, 2, and 3A, Project No. X2502; authorize the corresponding budget transaction; and further authorize the Chairman to execute the necessary documents, in form substantially similar to those attached, and as approved by the County Attorney's Office.

ATTACHMENTS

1. Location Map
2. Facility Encroachment Agreement with CSX Transportation, Inc., for South Cobb Drive
3. Facility Encroachment Agreement with CSX Transportation, Inc., for Spring Road
4. Facility Encroachment Agreement with CSX Transportation, Inc., for Atlanta Road

LOCATION MAP



Department of Transportation

PROJECT:
 Facility Encroachment Agreement with CSX Transportation
 ATMS - Intelligent Transportation System Communications
 Phases 1C, 2, and 3A
 Project No. X2502
 DATE: June 25, 2019



Notes: Commission Districts 2, 3, 4

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of June 6, 2019, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and COBB COUNTY DEPARTMENT OF TRANSPORTATION, a municipal corporation, political subdivision or state agency, under the laws of the State of Georgia, whose mailing address is 1890 County Services Parkway, Marietta, Georgia 30008, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) thirty-six count (36) aerial fiber optic crossing, solely for the transmission of voice communication or other data only, via an optical waveguide, through a solid core of glass or plastic fiber material, located at or near Marietta, Cobb County, Georgia, Atlanta Division, Atlanta Terminal Subdivision, Milepost 0WA-19.04, Latitude N33:54:13., Longitude W84:31:31.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licenser, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licenser's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licenser. As a condition to such consent, a representative will be assigned by Licenser to monitor blasting, and Licensee shall reimburse Licenser for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licenser's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licenser, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licenser to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licenser, shall be construed as an admission of liability or responsibility by Licenser, or as a waiver by Licenser of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licenser's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licenser any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licenser in either electronic or hard copy form upon the substantial completion of the project and upon Licenser's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employee

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event

future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licenser harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licenser may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licenser), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licenser to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licenser. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licenser.

9.2 Use of Licenser's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licenser's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licenser harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licenser's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licenser harmless shall also extend to companies and other legal entities that control, are controlled by,

subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the

time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 770-528-1600.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of

Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensors expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensors underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensors, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensees failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensors does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors title to any portion thereof arising from Licensees use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensors hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensors property.

17.8 In the event that any property of Licensors becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensors; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have

no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

**COBB COUNTY DEPARTMENT OF
TRANSPORTATION**

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

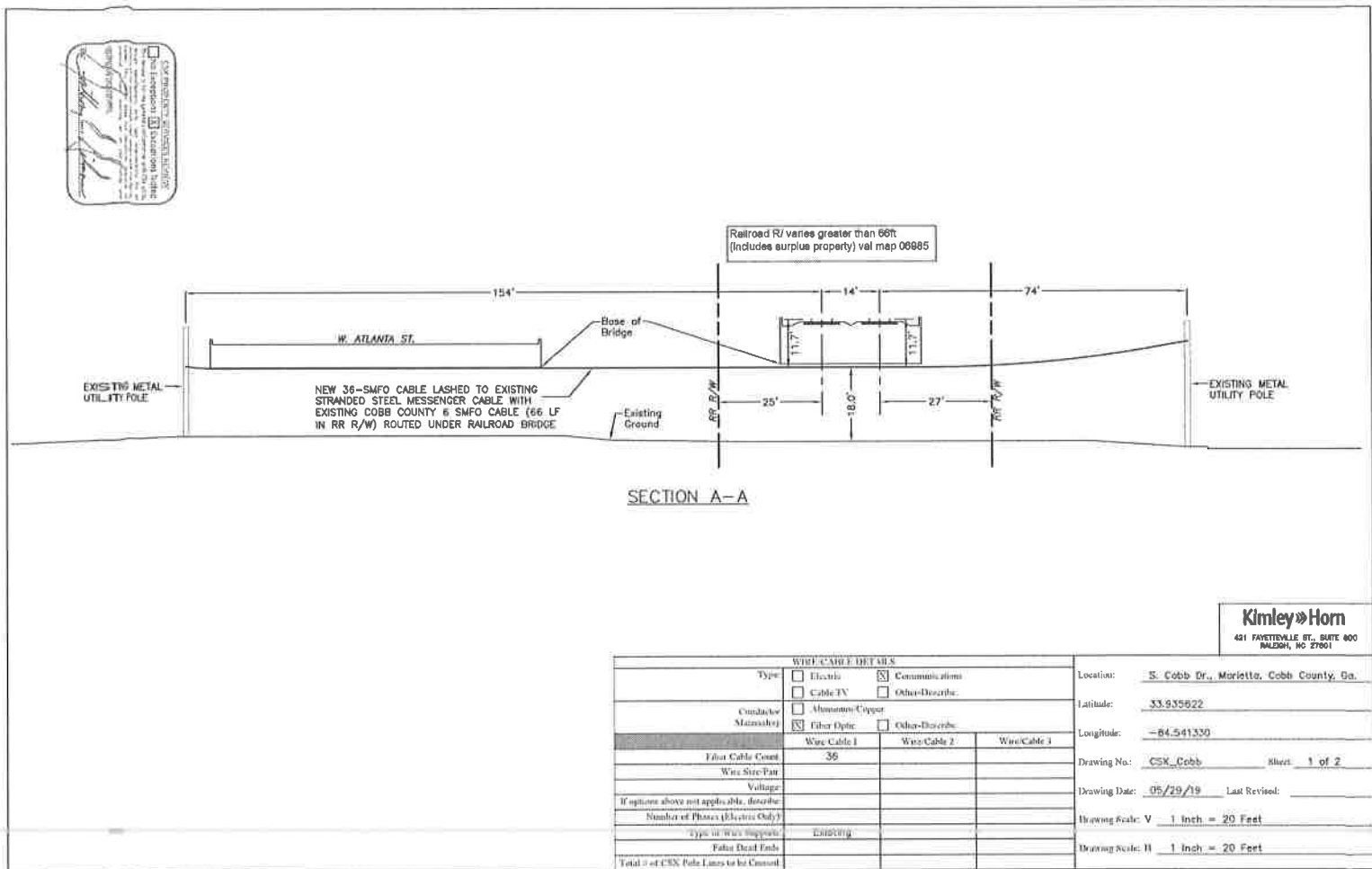
Authority under Ordinance or

Resolution No. _____,

Dated _____.

CSX Transportation (CSX) General Notes (Aerial):

- 1) CSX owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations. In the event that relocation of facilities becomes necessary to accommodate the movement of rail traffic, Licensee, at its sole risk and expense, shall be required to relocate and/or remove facilities from the rail corridor of Licensor within a time frame mutually agreed.
- 2) CSX's consent applies to the design and construction of the utility located solely in the right-of-way owned by CSX and assures that CSX and AREMA Standard Specifications are met for tracks owned by others over which CSX operates. It is the utility Owner's (Applicant) responsibility to get permission from the property owner that is other than CSX to access and construct on their property.
- 3) Refer to the CSX's "Design & Construction Standard Specifications Wireline Occupancies" revised December 16, 2016 and "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2
- 4) CSX's signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates are to be located prior to installation.
- 5) No entry or construction on CSX's railroad corridor is permitted until the utility encroachment review and approval process is completed, you are in receipt of a fully executed License agreement and you have obtained authority from the local Road Master.
- 6) CSX does not grant or convey an easement for this installation.



FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of April 18, 2019, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and COBB COUNTY DEPARTMENT OF TRANSPORTATION, a municipal corporation, political subdivision or state agency, under the laws of the State of Georgia, whose mailing address is 1890 County Services Parkway, Marietta, Georgia 30008, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twenty-four count (24) aerial fiber optic crossing, solely for the transmission of voice communication or other data only, via an optical waveguide, through a solid core of glass or plastic fiber material, located at or near Smyrna, Cobb County, Georgia, Atlanta Division, Atlanta Terminal Subdivision, Milepost 0WA-14.59, Latitude N33:52:49., Longitude W84:30:33.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licenser, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licenser's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licenser. As a condition to such consent, a representative will be assigned by Licenser to monitor blasting, and Licensee shall reimburse Licenser for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licenser's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licenser, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licenser to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licenser, shall be construed as an admission of liability or responsibility by Licenser, or as a waiver by Licenser of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licenser's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licenser any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licenser in either electronic or hard copy form upon the substantial completion of the project and upon Licenser's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event

future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensors harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensors may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensors), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensors to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensors. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensors.

9.2 Use of Licensors rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensors rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensors harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensors contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensors harmless shall also extend to companies and other legal entities that control, are controlled by,

subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the

time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 770-528-1600.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of

Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensors expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensors underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensors, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensors does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensors hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensors property.

17.8 In the event that any property of Licensors becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensors; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have

no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensors:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

**COBB COUNTY DEPARTMENT OF
TRANSPORTATION**

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

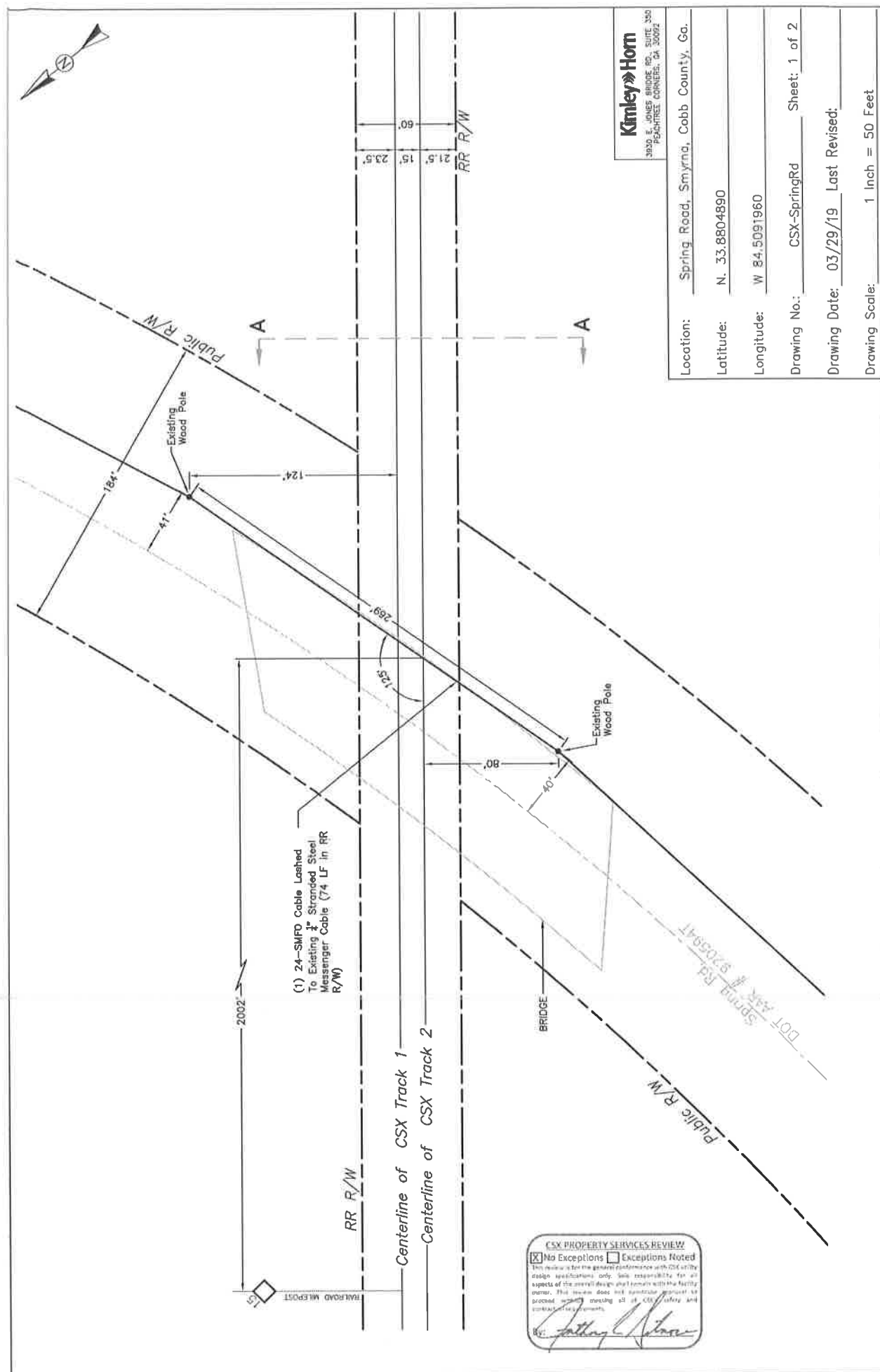
Authority under Ordinance or

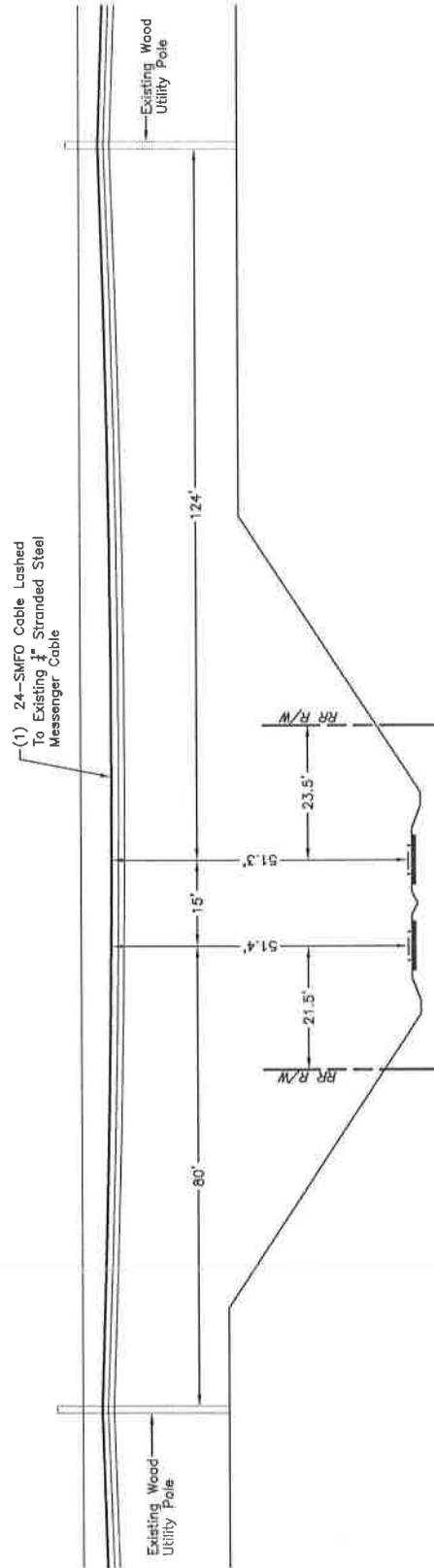
Resolution No. _____,

Dated _____.

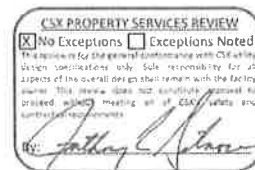
CSX Transportation (CSX) General Notes (Aerial):

- 1) CSX owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations. In the event that relocation of facilities becomes necessary to accommodate the movement of rail traffic, Licensee, at its sole risk and expense, shall be required to relocate and/or remove facilities from the rail corridor of Licensor within a time frame mutually agreed.
- 2) CSX's consent applies to the design and construction of the utility located solely in the right-of-way owned by CSX and assures that CSX and AREMA Standard Specifications are met for tracks owned by others over which CSX operates. It is the utility Owner's (Applicant) responsibility to get permission from the property owner that is other than CSX to access and construct on their property.
- 3) Refer to the CSX's "Design & Construction Standard Specifications Wireline Occupancies" revised December 16, 2016 and "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2
- 4) CSX's signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates are to be located prior to installation.
- 5) No entry or construction on CSX's railroad corridor is permitted until the utility encroachment review and approval process is completed, you are in receipt of a fully executed License agreement and you have obtained authority from the local Road Master.
- 6) CSX does not grant or convey an easement for this installation.





SECTION A-A



		1930 E. JONES BRIDGE RD., SUITE 350 PEACHTREE CORNERS, GA 30092	
Location: Spring Road, Smyrna, Cobb County, Ga.		Latitude: N 33.8804890	
Longitude: W 84.5091960		Drawing No: CSX-SpringRd Sheet: 2 of 2	
Drawing Date: 03/29/19 Last Revised:		Drawing Scale: V 1 Inch = 20 Feet	
Drawing Scale: H 1 Inch = 20 Feet		Total # of CSX Pole Lines to be Crossed:	

WIRE CABLE DETAILS	
Type:	<input type="checkbox"/> Electric <input checked="" type="checkbox"/> Communications <input type="checkbox"/> Cable TV <input type="checkbox"/> Other-Describe:
Conductor Materials:	<input type="checkbox"/> Aluminum/Copper <input checked="" type="checkbox"/> Fiber Optic <input type="checkbox"/> Other-Describe:
Fiber Cable Count:	Wire/Cable 1: 24 Wire/Cable 2:
Wire Size/Pair:	24
Voltage:	
If options above not applicable, describe:	
Number of Phases (Electric Only):	
Type of Wire Supports:	1/4" Steel
False Dead Ends:	

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of May 20, 2019, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and COBB COUNTY DEPARTMENT OF TRANSPORTATION, a municipal corporation, political subdivision or state agency, under the laws of the State of Georgia, whose mailing address is 1890 County Services Parkway, Marietta, Georgia 30008, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twenty-four count (24) sub-grade fiber optic crossing, solely for the transmission of voice communication or other data only, via an optical waveguide, through a solid core of glass or plastic fiber material, located at or near Marietta, Cobb County, Georgia, Atlanta Division, Atlanta Terminal Subdivision, Milepost 0WA-7.93, Latitude N33:50:02., Longitude W84:27:56.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of Zero AND 00/100 U.S. DOLLARS (\$0.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensors, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensors' property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensors. As a condition to such consent, a representative will be assigned by Licensors to monitor blasting, and Licensee shall reimburse Licensors for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensors' use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensors, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensors to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensors, shall be construed as an admission of liability or responsibility by Licensors, or as a waiver by Licensors of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensors' safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensors any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensors in either electronic or hard copy form upon the substantial completion of the project and upon Licensors' request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event

future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensors harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensors may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensors), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensors to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensors. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensors.

9.2 Use of Licensors rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensors rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensors harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensors contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensors harmless shall also extend to companies and other legal entities that control, are controlled by,

subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the

time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 770-528-1600.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of

Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensors expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensors underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensors, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensors does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensors hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensors property.

17.8 In the event that any property of Licensors becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensors; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have

no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensors:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

**COBB COUNTY DEPARTMENT OF
TRANSPORTATION**

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

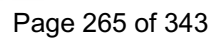
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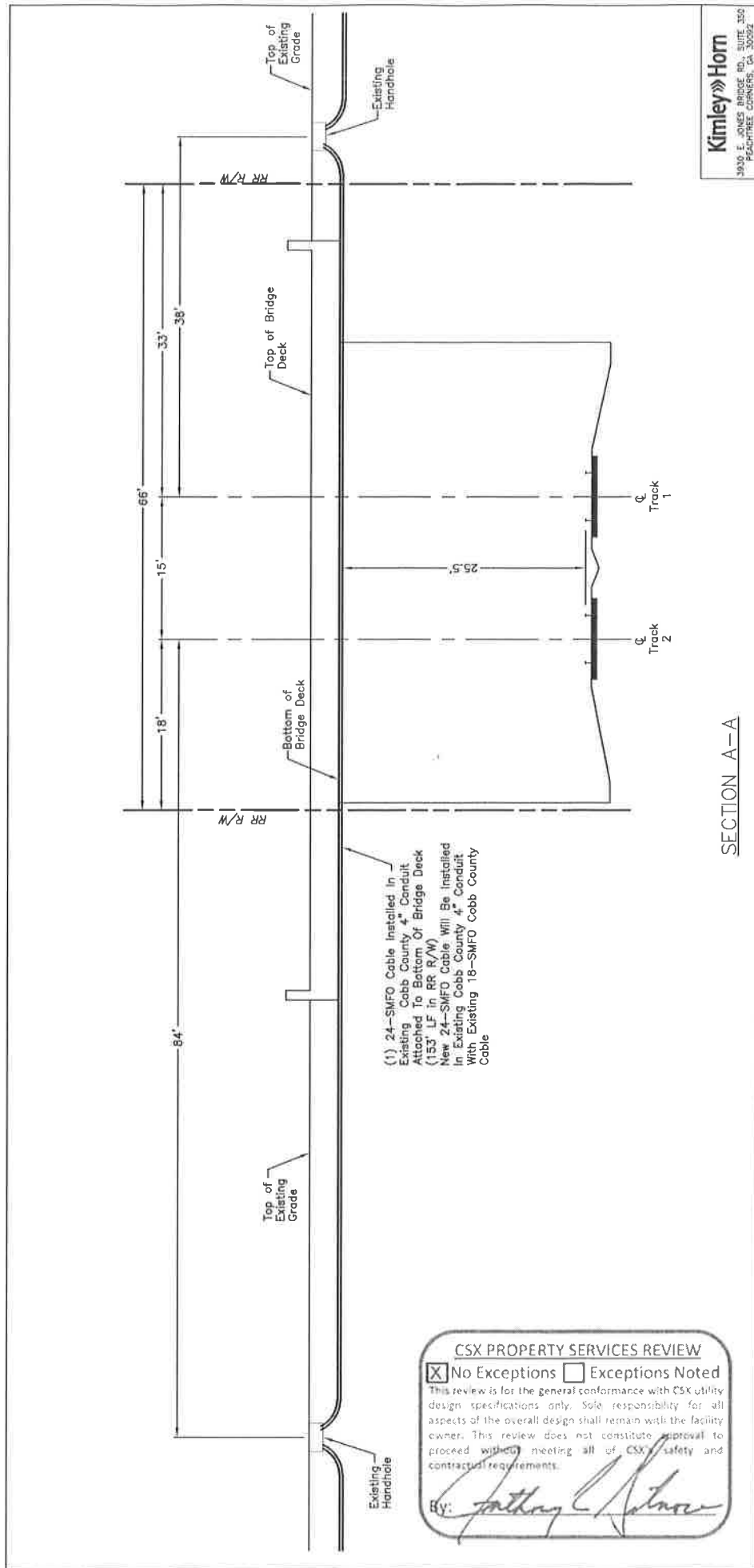
Resolution No. _____,

Dated _____.

CSX Transportation (CSX) General Notes:

- 1) CSX owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations. In the event that relocation of facilities becomes necessary to accommodate the movement of rail traffic, Licensee, at its sole risk and expense, shall be required to relocate and/or remove facilities from the rail corridor of Licensors within a time frame mutually agreed.
- 2) CSX's consent applies to the design and construction of the utility located solely in the right-of-way owned by CSX and assures that CSX and AREMA Standard Specifications are met for tracks owned by others over which CSX operates. It is the utility Owner's (Applicant) responsibility to get permission from the property owner that is other than CSX to access and construct on their property.
- 3) Refer to the CSX's "Design & Construction Standard Specifications Wireline Occupancies" revised December 16, 2016 and "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2)
- 4) CSX's signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates are to be located prior to installation.
- 5) No entry or construction on CSX's railroad corridor is permitted until the utility encroachment review and approval process is completed, you are in receipt of a fully executed License agreement and you have obtained authority from the local Road Master.
- 6) At locations where open cut is permitted on CSX's right-of-way and/or railroad corridor, contractor must comply with CSX's D&C Standard Specifications section 4.1.7 Open Cut. Please reference this guidance for instructions on restoring site.
- 7) If bottom of the pit excavation(s) intersect the TREL, interlocking steel sheet piling, driven prior to excavation, must be used. Design plans and computations, sealed by a Licensed Professional Engineer, for steel sheet piles must be provided prior to construction for review and approval.
- 8) Manholes shall not be located on CSX's property where possible. At locations where this is not practical, including longitudinal occupancies, manholes shall be precast concrete sections conforming to ASTM Designation C 478, "Specification for Precast Concrete."
- 9) Pipeline encroachment shall be prominently marked at both sides of the CSX's property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSX's D&C Standard Specifications.
- 10) If required, a dewatering plan in accordance with CSX's D&C Standard Specifications will be submitted to the CSX representative for review and approval prior to any dewatering operations.
- 11) Blasting is not permitted on CSX's property.
- 12) Abandoned pipelines shall be removed or completely filled with cement grout, compacted sand, or other methods, as approved by CSX. Abandoned manholes and other structures shall be removed to a minimum depth of 2 feet below finished grade and completely filled with cement grout, compacted sand, or other methods as approved by CSX.
- 13) CSX does not grant or convey an easement for this installation.





SECTION A-A

Kimley»Horn
3930 E. JONES BRIDGE RD., SUITE 350
PEACHTREE CORNERS, GA 30092

WIRE/CABLE DETAILS		CASING PIPE DETAILS		Location	
Type:	<input type="checkbox"/> Electric <input checked="" type="checkbox"/> Communications <input type="checkbox"/> Cable TV <input type="checkbox"/> Other-Describe:	CSXT Pipeline Spec. Reference	Pipe Material: Existing PVC	Latitude:	Atlanta Road, Smyrna, Cobb County, Ga.
Conductor Material(s):	<input type="checkbox"/> Aluminum-Copper <input checked="" type="checkbox"/> Fiber Optic	Page 13(C) & 17(D)	Material Specifications & Grade:	Longitude:	N 33.8339610
Fiber Cable Count:	Wire/Cable 1: 24 Wire/Cable 2: Wire/Cable 3:	Page 13(C) & 17(D)	Specified Minimum Yield Strength:	Drawing No:	W -84.465700
Wire Size/Pair Voltage:		Page 14(ii) (d)	Nominal Size Outer Diameter (Inches):	Sheet:	CSX-Atlanta 2 of 2
If options above not applicable, describe:		Page 13(C) & 17(D)	Wall Thickness (Inches):	Drawing Date:	05/01/2019 Last Revised
Number of Phases (Electric Only):		Page 16(v)	Type of Joints:	Drawing Scale: V	1 Inch = 20 Feet
			Type of Joints:	Drawing Scale: H	1 Inch = 20 Feet
			Tunnel Liner Plates Required:		
			Temporary Track Support or Rip-Rap Req.:		

CSX PROPERTY SERVICES REVIEW

☒ No Exceptions ☐ Exceptions Noted

This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX safety and contractual requirements.

By: *Anthony C. [Signature]*



PARKS

Jimmy Gisi, PARKS Director

District 4

Item No. 49.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jimmy Gisi, PARKS Director

DATE: June 25, 2019

PURPOSE

To approve a contract with Cooper Carry, Inc. to provide professional design and construction administration services for improvements at Old Clarkdale Park, under the Cobb County PARKS 2016 SPLOST Program.

BACKGROUND

The 2016 PARKS SPLOST program includes park improvements at Old Clarkdale Park, 5195 Clark Street, Austell. The approximately six-acre park area is integrated within the historic Clarkdale Mill Village, one of the last developed “factory towns” in Georgia. The village is listed on the National Register of Historic Districts.

On April 9, 2019, the Board approved the ranking of professional service firms who responded to a Request for Qualifications for this work, and further authorized PARKS staff to negotiate final scope and fee terms with the top ranked firm. These negotiations were successful, including acceptance of a fee structure not to exceed \$125,750.00.

IMPACT STATEMENT

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

FUNDING

Decrease Encumbrance

GAE 347050917601	347-105-X063-8722-X0634-E	Old Clarkdale Park	\$59,000.00
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Funding for the contract with Cooper Carry, Inc. is available in the 2016 PARKS SPLOST fund as follows:

347-105-X063-8722-X0634-E	Old Clarkdale Park	\$84,151.00
347-105-X063-8722-X0634-C	Old Clarkdale Park	\$41,599.00

The 2016 SPLOST, adopted by the Board of Commissioners on July 22, 2014 provides for capital improvements and anticipated corresponding budget funding to address, inter alia, PARKS Improvements.

Improvements to Old Clarkdale Park are eligible under the 2016 SPLOST Program (Cobb County 2016 SPLOST, Page 31). These improvements will make the park an enjoyable option for outdoor recreation, while remaining sensitive to the historical aspects of the Clarkdale Mill Village.

RECOMMENDATION

The Board of Commissioners approve a contract with Cooper Carry, Inc. to provide professional design and construction administration services for improvements at Old Clarkdale Park in an amount not to exceed \$125,750.00, under the Cobb County PARKS 2016 SPLOST Program, authorize the corresponding budget transactions, and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Property Management

Scott Barfield, Property Management
Director

Item No. 50.

1

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Scott Barfield, Property Management Director
Randy Crider, Chief
Michael Register, Director
Eddie Canon, Support Services Agency Director

DATE: June 25, 2019

PURPOSE

To approve a contract with John W. Spratlin and Son LLC to establish the Guaranteed Maximum Price for Construction Manager at-Risk services to build replacement Fire Station 17.

BACKGROUND

On October 10, 2017, the Board of Commissioners approved a contract with The Howell Group, in the amount of \$178,600.00, for full architectural services related to the replacement of Fire Station 17, to be located at 3321 Ernest W. Barrett Pkwy, Marietta, and authorized a \$20,000 allowance for soil testing and survey.

For four weeks beginning January 18, 2019, the Purchasing Department advertised in the *Marietta Daily Journal* for competitive sealed proposals from qualified firms to provide Construction Manager at-Risk (CM at-Risk) services to build replacement Fire Station 17. Proposals were received on February 14, 2019, with two firms responding.

The CM at-Risk qualifications were reviewed by the committee and ranked in order of the most qualified. The committee recommends John W. Spratlin and Son LLC (Spratlin), the top ranked firm, be selected for CM at-Risk services for the replacement of Fire Station 17.

Spratlin and The Howell Group conferred with Property Management and the Fire Department to complete the construction documents to the point whereby the Guaranteed Maximum Price (GMP) of \$5,556,812.00 could be established. In addition, Property Management will procure through the Purchasing Department furniture, fixtures, and equipment not to exceed \$550,000.00. An owner's contingency of \$393,188.00 is requested for unforeseen conditions, for a total project budget of \$6,500,000.00.

On April 23, 2019, the Board of Commissioners adopted a resolution declaring the County's official intent to finance on a tax-exempt basis the cost of constructing and equipping new Fire Station 17 in the not-to-exceed

principal amount of \$6,500,000.00, for a not-to-exceed term of ten years. The competitive bids are in process for the Fire Station Financing now to determine the bidder offering the lowest true interest cost to the County. Thereafter, a final resolution will be presented to the Board of Commissioners to ratify and confirm acceptance of the lowest responsive bid, set forth the payment terms of the financing, ratify and confirm the authorization to consummate the close of such financing.

The payment of principal and interest associated with this Fire Station Financing will be included in the Fire Fund's adopted budget on an ongoing annual basis.

If a reasonable and responsive bid for the Fire Station Financing is not received, or for any reason the successful consummation of financing for the Fire Station 17 is not secured as expected, the Fire Fund will be responsible for payment of all costs associated with constructing and equipping Fire Station 17 from fund balance.

IMPACT STATEMENT

Current operational costs for the present Fire Station 17 are \$26,000.00. Estimated operational costs annually for a larger footprint yet more energy efficient facility would be \$18,000.00. The potential savings with the new facility will be approximately \$8,000.00 annually. Future capital lease principle and interest payment will be budgeted in the Fire District Fund beginning in FY20.

FUNDING

Funding will be available with the following transactions:

Increase Revenue:	380-130-4670-4919 (Capital Lease Proceeds)	\$6,500,000.00
Increase Expenditure:	380-130-4670-8005 (Prelim Est.)	\$ 943,188.00
Increase Expenditure:	380-130-4670-8125 (Const. New Bldg.)	\$5,556,812.00

Create GAE in the amount of \$5,556,812.00.

Should Fire Station Financing not be secured as anticipated, the following alternate funding will be appropriated in lieu of capital lease proceeds:

Increase Revenue:	230-130-1000-4980 (Fund Balance Appropriation)	\$6,500,000.00
Increase Expenditure:	230-130-1000-6594 (Transfers Out)	\$6,500,000.00

RECOMMENDATION

The Board of Commissioners approve a contract with John W. Spratlin and Son LLC, in the amount of \$5,556,812.00, to establish the Guaranteed Maximum Price for Construction Manager at-Risk services to build replacement Fire Station 17, located at 3321 Ernest W. Barrett Pkwy, Marietta; approve procurement through the Purchasing Department of furniture, fixtures, and equipment, in the amount of \$550,000.00; approve a project contingency, in the amount of \$393,188.00; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Property Management

Scott Barfield, Property Management
Director
District 3

Item No. 51.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Scott Barfield, Property Management Director
Helen Poyer, Library Director
William Tanks, Public Services Agency Director
Eddie Canon, Support Services Agency Director

DATE: June 25, 2019

PURPOSE

To approve Supplemental Agreement No. 1 to the contract with Albion Scaccia Enterprises, LLC, to establish the Guaranteed Maximum Price for the renovation and expansion of Switzer Library, formerly Central Library, a 2011 and 2016 SPLOST project.

BACKGROUND

The renovation and expansion of Switzer Library (formerly Central Library), located at 266 Roswell Street, Marietta, is included in the 2011 SPLOST and 2016 SPLOST approved project lists.

On October 23, 2018, the Board of Commissioners approved the initial phase of a two-part contract with Albion Scaccia Enterprises, LLC (Albion) which included design costs of \$551,250.00, project fee costs of \$301,742.00, and project general conditions costs of \$337,281.00, for a combined total not to exceed \$1,190,273.00.

Albion and the Architect conferred with the County to complete the design to the point whereby the Guaranteed Maximum Price (GMP) of \$6,882,575.00. The GMP includes all construction costs, project contingency and the original contract amount of \$1,190,273.00 for design, project fee, and general conditions.

Albion Original Contract Amount	\$1,190,273.00
Supplemental Agreement No. 1	<u>\$5,692,302.00</u>
Albion Guaranteed Maximum Price (not to exceed)	\$6,882,575.00

IMPACT STATEMENT

No new maintenance or operational costs in FY20.

FUNDING

Funding is available in the 2011 and 2016 SPLOST as follows:

345-110-E83B-8110-E0847-C (2011 SPLOST - Switzer Renovation)	\$3,123,606.12
- Create GAE in the amount of \$3,123,606.12	
347-080-X051-8110-X0510-C (2016 SPLOST- Switzer Renovation)	\$2,568,695.88
- Increase GAE 34710231852 in the amount of \$2,568,695.88	

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 Services – Libraries.

The Switzer Library Upgrade is an eligible capital improvement project/program under the 2016 SPLOST. The Switzer Library Upgrade is an approved project of the Public Services – Libraries (Cobb County 2016 SPLOST, p. 33) which provides conversion of existing space for efficiency, enhanced technological advancement and increased patron usage.

RECOMMENDATION

The Board of Commissioners approve Supplemental Agreement No.1 to the contract with Albion Scaccia Enterprises, LLC, in the amount of \$5,692,302.00, to establish the Guaranteed Maximum Price of \$6,882,575.00, for the renovation and expansion of Switzer Library (formerly Central Library), a 2011 and 2016 SPLOST project; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

None



Community Development

Jessica Guinn, Director

District 1

Item No. 52.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jessica Guinn, Director

DATE: June 25, 2019

PURPOSE

To approve a Business Investment Grant to *Vnde Blockchain* from the Cobb County Entrepreneurship & Innovation Incentive Program.

BACKGROUND

The Board of Commissioners approved the Entrepreneurship and Innovation Incentive Program (Official Code of Cobb County Section 2-169) on February 27, 2018 and subsequently approved the Entrepreneurship and Innovation Grant Program Guidelines and Procedures in April 2019. The Cobb Innovation Grant Fund was created using a \$50,000.00 contribution provided by the Development Authority of Cobb County in July 2018 in support of eligible businesses to aid them in growing their business, creating jobs, and maintaining their presence in the County.

Staff have reviewed the application and supporting documents submitted by *Vnde Blockchain* for a \$10,000.00 grant and determined that they are an eligible recipient of these funds based on the following incentive eligibility criteria: a) agree to remain in Cobb County for three years after the expiration date of the incentive agreement b) be an existing business in Cobb County c) be a graduate of an entrepreneurial training program. In addition, they will enter into a contractual agreement that includes provisions for recapture or reimbursement of grant incentive funds should the terms of the contract be violated and also includes the terms of how the grant should be used, which in this case, is towards company marketing and technology expenses.

IMPACT STATEMENT

This is a pass-through grant funded entirely by the Development Authority of Cobb County (DACC). Funds have been received in anticipation of this grant award process. There is no financial impact to the County.

FUNDING

Funding is available in the Grant Fund as follows:

270-030-L014-6574 (Contributions, Donations, Grants)

RECOMMENDATION

The Board of Commissioners approve a grant award, in the amount of \$10,000.00, from the Entrepreneurship and Innovation Grant Program to *vnde blockchain*; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Innovation Incentive Grant Program Guidelines and Procedures v2
2. Innovation Application - vnde blockchain (no id)
3. Innovation Grant Agreement - vnde blockchain 5.14.19

COBB COUNTY ENTREPRENEURSHIP AND INNOVATION GRANT PROGRAM Guidelines

PURPOSE

The purpose of the Cobb County Entrepreneurship and Innovation Grant Program is to stimulate successful and unique Business Investment development and expansion in Cobb County (County).

By making economic development grant funds available, the County will be growing its entrepreneurial ecosystem, supporting existing Business Investment and early-stage venture growth, in order to increase jobs, opportunities and grow the commercial tax base in Cobb County.

A business receiving funding through this program will be encouraged to be a resident of Cobb County and be encouraged to employ Cobb County residents. The program will provide two types of grants:

- **Small Grants: Up to \$1,500.00**
- **Large Grants: From \$1,500.01 - \$10,000.00**

GRANT SUBCOMMITTEE

The Grant Subcommittee (Subcommittee) will review all applications and make grant recommendations. The Subcommittee will be comprised of 5 members recommended from:

Kennesaw State University Office of Community Engagement
Select Cobb (Banking Sector)
Cobb Travel and Tourism
Cobb Young Professionals
The Coalition of Cobb County Business Associations

The Subcommittee Chair, elected by the Subcommittee, shall make sure grant proposals are properly prepared prior to their presentations at the Subcommittee meetings; and oversee the preparation of commitment letters to approved grantees, with the assistance of County staff. Grant commitment letters will be signed by the Chair and/or by County staff.

The Subcommittee will have the following responsibilities:

- Find creative ways to grant funds to stimulate successful Business Investment development and job creation.
- Review grant applications quarterly and, determine which applications meet eligibility requirements and whether an eligible application will be approved, approved with conditions, or submitted to the applicant for more information.
- Periodically review status of existing grants to determine if funds are being used in the manner in which they were intended, and recommend appropriate corrective action where needed.
- Evaluate grant application requirements and make appropriate adjustments as needed to accomplish the objectives of the program.
- Conduct annual review of grants and their impact on the County's Business Investment environment.
- Provide explanation of why grant was not approved, if requested.
- Serve as a resource to staff for enhancing the County's business retention and expansion program to ensure it remains in tune with business needs and be a sounding board for ideas and challenges.

GRANT PROGRAM ADMINISTRATION

The Grant Program will be administered by a Subcommittee consisting of five members from the Cobb County Economic Development Committee. The Subcommittee will meet quarterly to make and facilitate grants. Those dates will be March 31, June 30, September 30 and December 15. A quorum will consist of 3 voting members of the Subcommittee. County staff may be utilized to service grants, including receiving applications, notifying applicants of the Subcommittee's decision, making payment to recipients, and generating administrative reports.

DEADLINES

Applications are accepted on an open cycle. Funding is awarded on a fiscal year basis (_____). The open cycle will continue until funds have been exhausted for the fiscal year. Applicants must submit applications via econdev@cobbcounty.org. Applications that do not include all of the documentation or attachments specified, or that contain documents that have not been fully completed, will be returned to the applicant without further review. At its discretion, the Cobb County Economic Development Department may request supplemental materials from applicants, and those must be received within 15 days of the requested date. Upon receipt and approval, applicants will receive a Notice of Approval email with instructions.

FUNDING

The County will provide funding for the Grant Program through funds from the Development Authority of Cobb County.

COMMITMENT PERIOD

The grantee must remain in Cobb County for up to three years after the funds have been granted.

ELIGIBILITY

- Applicant's business must be located in Cobb County and hold a current business license.
- Applicants must be business entities whose gross revenues do not exceed \$1 million per year. On a case-by-case basis, Grant requests from businesses with revenues exceeding \$1 million may be considered by the Subcommittee.
- Applicants and their businesses must not have any past due tax, fee, or fine in Cobb County.

CONDITIONS OF RECEIVING A GRANT

- Applicant must fill out a grant application.
- Applicant may be asked to appear before the Subcommittee for an interview to detail how grant funds will be used, and answer any questions about their business or application.
- Each venture receiving a grant must provide an accounting of how all funds were used and key milestones reached by the venture within 180 days of the receipt of the grant.
- As a condition of receiving grant funds, Grant recipients may be asked to commit to mentoring with an experienced business coach or mentor at:

➤ **IGNITE HQ**

57 Waddell Street SE
Marietta, GA 30060 (919) 240-7765
<https://ignitehq.com/>
info@ignitehq.com

➤ **UGA - SBDC at Kennesaw State University**

3333 Busbee Drive, Suite 500
Kennesaw, GA 30144 (470) 578-6450
<https://www.georgiasbdc.org/kennesaw-office/>
kennesaw@georgiasbdc.org

➤ **SCORE**

1425 Market Boulevard, Suite 530
Roswell, GA, 30076
<https://northmetroatlanta.score.org/>
northmetroatl@scorevolunteer.org

➤ **Mentor** approved by the Subcommittee

ELIGIBLE USES OF GRANT PROCEEDS

- Startup funding.
- Working capital or operational funds to be used for a specific purpose.
- Purchase of equipment, furnishing or machinery.
- Expansion of business services, marketing material, or products.
- Work force expansion.
- Tenant up-fit or leasehold improvements.
- Building renovation.

GRANT PROCEEDS SHALL NOT BE USED FOR THE FOLLOWING

- Paying off or down existing bank debt or investor loans.
- Purchase of equipment or improvement of real estate, which are used or to be used for personal use.
- Political activities.
- Owner salary.
- Speculative ventures (Examples: drilling for gas or oil, commodity futures).
- Lending or investment.
- Real property held for sale or investment.
- Pyramid sales - distribution plan businesses.
- Foreign controlled businesses.
- Private membership clubs.

COMPLIANCE WITH APPLICABLE REGULATIONS

In all cases, grants made from this program must be consistent and in accordance with the following:

- All state and local regulations governing the applicant's business.
- Terms and conditions established by the Subcommittee for each particular applicant.
- Policies established by the Board of Commissioners dealing with the Grant Program.
- Ventures that implement planning and economic development policies which create a balanced, dynamic local economy that promotes diversity, sustainable growth, and enhanced revenue while embracing community values will also be given priority.

AMOUNT OF GRANTS

Small Grant - Minimum Up to \$1,500.00

Grant applications for \$1,500.00 or less will have a separate and simplified application.

Large Grant – Maximum Up to \$10,000.00

Grant applications for \$1,500.01 or more will require additional financial information and documentation of how grant proceeds will be used. Should market conditions change, or in the event of an applicant with extraordinary conditions, a grant amount exceeding the maximum may be considered by the Subcommittee. All grants are subject to availability of funds.

GRANT APPLICATION GUIDELINES

Small Grant Application Requirements \$1,500.00 or less	Large Grant Application Requirements \$1,500.01 - \$10,000.00
<p><u>Business Information:</u></p> <ol style="list-style-type: none"> 1. Business Name/DBA 2. Street Address/Mailing Address 3. Date Established 4. Number of Employees 5. Business phone number 6. E-mail address 7. Tax ID/ Employment Identification Number <p><u>Business Financial Information:</u></p> <ol style="list-style-type: none"> 8. Annual Sales for the past 3 years (if applicable) 9. Business Financial Statements (for 3 years, if applicable) 10. Current Business Checking Account Balance 11. Balance In Other Accounts 12. Existing Business Debts 13. Detailed Written Business Plan: 3- 5 pages (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.) <p><u>Business Financial Information:</u></p> <ol style="list-style-type: none"> 14. Amount of Grant Requested & Detailed Use of How Funds will be used. (1-2 pages) 	<p><u>Business Information:</u></p> <ol style="list-style-type: none"> 1. Business Name/DBA 2. Street Address/Mailing Address 3. Date Established 4. Number of Employees 5. Business phone number 6. E-mail address 7. Tax ID/ Employment Identification Number 8. Primary bank 9. Accounting firm 10. Attorney <p><u>Business Financial Information:</u></p> <ol style="list-style-type: none"> 11. Annual Sales for the past 3 years (if applicable) 12. Business Financial Statements (for 3 years, if applicable) 13. Current Business Checking Account Balance 14. Balance(s) In Other Accounts 15. Existing Business Debts <p><u>Description of Business Operations:</u></p> <ol style="list-style-type: none"> 16. Detailed Written Business Plan (5-10 pages) (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.) or PowerPoint Pitch Deck <p><u>Grant Use Details</u></p> <ol style="list-style-type: none"> 17. Amount of Grant Requested & Detailed Use of How Funds Will Be Used (1-2 pages)

SUGGESTED SMALL GRANT GUIDELINES

Use of Funds - Priority will be given to ventures demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, and/or create a significant social and economic impact in the County.

SUGGESTED LARGE GRANT GUIDELINES

High Potential Founders - Although all applicants will be considered, business owners who exhibit the following characteristics will be given priority:

- a. Have a thorough understanding of their market
- b. Have assembled a talented team
- c. **Have a passion for building their venture in Cobb County**

High Potential Ventures - Priority will be given to “growth” ventures capable of expanding rapidly, renting or building office space in Cobb County, and hiring Cobb County employees.

Use of Funds - Priority will be given to applicants demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, or create a significant social impact in the County.

PROCEDURES

1. Applicants will be referred to the Cobb County Economic Development website where they will download their application. Applications (with required documents) should be submitted via:
 - email: econdev@cobbcounty.org
 - mail/deliver: Cobb County Economic Development
1150 Powder Springs Street, Suite 400
Marietta, GA 30064
2. If asked to appear before the Subcommittee, applicants will be provided interview dates and times no later than two weeks prior to the Subcommittee's next meeting date.
3. County staff will provide completed applications to the Subcommittee for their review no later than three weeks prior to its next scheduled meeting.
4. At its scheduled quarterly meeting, the Subcommittee will discuss the strengths and weaknesses of complete grant application(s) and decide whether or not to take action on the request, based on the information provided.
5. The Subcommittee shall approve, deny or request additional information from the applicant. They will submit determinations in writing to County staff.
6. The applicant will be informed in writing by County staff of the Subcommittee's decision to deny, grant, grant with condition, or seek more information. If the Subcommittee denies a grant request, it shall provide a copy of the score sheet(s) to the applicant.
7. Should the Subcommittee deny an application; the Subcommittee will not consider any applications from that applicant for at least six months. Should an applicant think that their application has been improperly denied, then the applicant may notify, in writing, the Subcommittee. The notice to the Subcommittee shall state why the applicant thinks the grant should be approved. The application shall then be given further consideration by the Subcommittee and its decision is final.
8. At its discretion, the Subcommittee may impose any additional terms to a grant request. The Subcommittee may require an itemized budget detailing the proposed use of grant funds.
9. Applicants agree to utilize grant funds for their intended use. Each venture receiving a grant must provide an accounting of how all funds were used, or will be used, and key milestones reached by the venture within 180 days of the receipt of the grant.
10. As a condition of receiving grant funds, Grant recipients may be asked to commit to a mentoring period as detailed above **(CONDITIONS OF RECEIVING A GRANT)**.
11. If an applicant fails to complete items #8 and #9 in a timely manner, the County has the right to require all grant funds back from the applicant, and may initiate legal proceedings against the applicant.
12. The Subcommittee shall provide annual reports to the BOCC of the number of grants requested, approved and denied, and a 2-3 page written analysis of the program's success metrics to date.
13. Documents, including but not limited to financial statements, business plans, customer and supplier lists, description of inventory or assets, contractual obligations and existing liabilities, submitted during the application process shall be treated as confidential information.

Business Investment Grant Application

Small Grant (up to \$1,500)

BUSINESS INFORMATION

Business Name/DBA:	
Street Address/Mailing Address:	
Date business started:	
Number of employees:	
Business telephone number:	
Email address:	
Tax ID / Employment Identification Number:	

COMPANY / PROJECT DESCRIPTION

BUSINESS FINANCIAL INFORMATION

Annual sales for the past 3 years (if applicable)	\$	\$	\$
Current business checking account balance	\$		
Balance(s) in other accounts	\$		
Existing business debts (list on separate sheet)	\$		
Amount of grant request (detail how funds will be used on separate page)	\$		

CHECKLIST

Application Will Not Be Accepted Unless Items Listed Below Are Included With Application.

<input type="checkbox"/>	Business Financial Statements for past 3 years (if applicable)	
<input type="checkbox"/>	Existing Business Debts.	
<input type="checkbox"/>	Detailed Written Business Plan: 3-5 pages (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.)	
<input type="checkbox"/>	Detailed list of intended use of the funds (1-2 pages).	

Thank you for your effort in completing the application form. Please sign the proposal below.

Signature

Signature

Date

Business Investment Grant Application

Large Grant (\$1,501 - \$10,000)

BUSINESS INFORMATION

Business Name/DBA:	
Address:	
Date business started:	
Number of employees:	
Business telephone number:	
Email address:	
Tax ID/Employment Identification Number	
Primary bank	
Accounting firm	
Attorney	

BUSINESS FINANCIAL INFORMATION

Annual sales for the past 3 years (if applicable)	\$	\$	\$
Current business checking account balance	\$		
Balance(s) in other accounts	\$		
Existing business debts (list on separate sheet)	\$		
Amount of grant request (detail how funds will be used on separate page)	\$		
Principal owner information			

COMPANY / PROJECT DESCRIPTION

CHECKLIST

Application Will Not Be Accepted Unless Items Listed Below Are Included With Application.

<input type="checkbox"/>	Business Financial Statements for past 3 years (if applicable)
<input type="checkbox"/>	Existing Business Debts.
<input type="checkbox"/>	Detailed written Business Plan (5-10 pages) or Power Point (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.)
<input type="checkbox"/>	Detailed list of intended use of the funds (1-2 pages).

Thank you for your effort in completing the application form. Please sign the proposal below.

Signature

Signature

Date

Business Investment Grant Application

Large Grant (\$1,501 - \$10,000)

BUSINESS INFORMATION

Business Name/DBA: vnde

Address: 2411 Owens Landing Way, Kennesaw, GA, 30152

Date business started: February 2019

Number of employees: 0

Business telephone number: 404.406.1854

Email address: chiefmotivator@gmail.com

Tax ID/Employment Identification Number

Primary bank Chase

Accounting firm Greg Morgan, Mauldin & Jenkins unofficial

Attorney Randal Bentley unofficial

BUSINESS FINANCIAL INFORMATION

Annual sales for the past 3 years (if applicable)	\$n/a	\$n/a	\$n/a
Current business checking account balance	\$	\$3,500	
Balance(s) in other accounts	\$	n/a	
Existing business debts (list on separate sheet)	\$	\$0	
Amount of grant request (detail how funds will be used on separate page)	\$	\$10,000	
Principal owner information	Kyle Eren Cornelius, 08/09/1990		

COMPANY / PROJECT DESCRIPTION

vnde is a student focused marketplace that enables the opportunity of attaining higher education to be beneficial and available for all. By linking students and investors/sponsors in a Big Data/Machine Learning-driven marketplace, vnde is able to offer the most economically advantageous means of financing higher education while providing consistent year-over-year returns on investment. Our vision is to ensure wherewithal for all members of society affected by the attainment of higher education.

CHECKLIST

Application Will Not Be Accepted Unless Items Listed Below Are Included With Application.

- | | | |
|-------------------------------------|--|----------|
| <input checked="" type="checkbox"/> | Business Financial Statements for past 3 years (if applicable) | n/a |
| <input checked="" type="checkbox"/> | Existing Business Debts. | none |
| <input checked="" type="checkbox"/> | Detailed written Business Plan (5-10 pages) or Power Point (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.) | attached |
| <input checked="" type="checkbox"/> | Detailed list of intended use of the funds (1-2 pages). | attached |

Thank you for your effort in completing the application form. Please sign the proposal below.

Kyle E Cornelius
Signature

Kyle Eren Cornelius
Signature

04/11/19
Date

**COBB COUNTY ECONOMIC DEVELOPMENT
ENTREPRENEURSHIP AND INNOVATION GRANT AGREEMENT**

THIS AGREEMENT, entered this _____ day of _____, 20____, by and between Cobb County (“County”), by and through Cobb County Economic Development (“Economic Development”) and vnde blockchain (“Grant Recipient”).

WHEREAS, Economic Development is a County division that aids existing business investment and early-stage venture growth, attracts industries, and supports entrepreneurial development; and,

WHEREAS, Grant Recipient has a project to expand its existing Cobb County business; and,

WHEREAS, Grant Recipient was selected to receive the Cobb County Entrepreneurship and Innovation Grant through the procedures duly adopted by Economic Development; and,

NOW THEREFORE, County and Grant Recipient, for the consideration and under the conditions hereinafter set forth, agree as follows:

1. **Approved Grant.** Grant funds are provided subject at all times to all provisions of the Entrepreneurship and Innovation Grant Program Guidelines (“Guidelines”), attached as Exhibit A. Grant funds are provided for the project (“Project”) described in Grant Recipient’s Grant Application (“Application”), attached as Exhibit B, and incorporated herein by reference, and additional terms, if any, imposed on Grant Recipient (“Additional Terms”), attached as Exhibit C.
2. **Grant Award.** Grant funds in an amount of Ten Thousand Dollars (\$10,000.00) have been awarded by the Grant Subcommittee described in Exhibit A (“Subcommittee”) and shall be released to Grant Recipient for the approved Project. The grant cannot be assigned or transferred without prior written approval.
3. **Responsibilities of the Grant Recipient**
 - A. Implementation. The Project shall be implemented in the manner described in Exhibit A. Time is of the essence in the implementation of the Project.
 - B. Use of Funds. Grant Recipient shall not use the grant funds for any of the Prohibited Purposes described in the Guidelines. The grant shall be utilized solely for its intended use, as detailed in the Application and Additional Terms, attached as Exhibits B and C respectively.
4. **Indemnity.** 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. Grant Recipient 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.

5. Termination.

- A. County may immediately terminate this Agreement based upon the occurrence of any of the following:
- i. Any fraudulent representation on a material matter related to securing and utilizing grant funds under this Agreement.
 - ii. Failure to satisfactorily comply with any provision of this Agreement, any term of the Grant Application, and/or any Grant Program Guideline, as determined by the Subcommittee in its sole discretion.
 - iii. Failure to adhere to the terms of applicable county, state, or federal laws, regulations, or stated public policy.

The occurrence of any of the above shall constitute a default under this agreement.

- B. In the event of default by Grant Recipient, County has the discretion to elect to terminate this Agreement, in whole or in part and/or require the Grant Recipient to repay the grant funds within thirty (30) days from written notice or allow Grant Recipient an opportunity to cure the default prior to termination and/or repayment. This clause shall not be interpreted to limit the County's remedies in law or equity.

6. Miscellaneous.

- A. 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 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.
- B. Status. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Grant Recipient and County. Grant Recipient understands and agrees that he/she/it is not authorized to incur any expenses or any liability whatsoever on behalf of the County and has no authority, expressed or implied, to obligate or make representations on behalf of the County.
- C. Entire Agreement and Signatures. 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 County and execution by all parties.
- D. Assignment. The parties may not assign this Agreement or the rights and obligations herein without the prior written 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.

IN WITNESS WHEREOF, County and Grant Recipient have signed this Grant Agreement, effective on the last date this Agreement is signed by both parties as indicated by the dates set forth under signatures below.

(GRANT RECIPIENT)

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

Additional Terms

Exhibit A (GUIDELINES)

Exhibit B (APPLICATION)

Exhibit C (ADDITIONAL TERMS)

The Grants Subcommittee request that the grant monies be used towards marketing and technology expenses.



Community Development

Jessica Guinn, Director

District 2

Item No. 53.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jessica Guinn, Director

DATE: June 25, 2019

PURPOSE

To approve a Business Investment Grant to *Clutch Creations LLC* from the Cobb County Entrepreneurship & Innovation Incentive Program.

BACKGROUND

The Board of Commissioners approved the Entrepreneurship and Innovation Incentive Program (Official Code of Cobb County Section 2-169) on February 27, 2018 and subsequently approved the Entrepreneurship and Innovation Grant Program Guidelines and Procedures in April 2019. The Cobb Innovation Grant Fund was created using a \$50,000.00 contribution provided by the Development Authority of Cobb County in July 2018 in support of eligible businesses to aid them in growing their business, creating jobs, and maintaining their presence in the County.

Staff have reviewed the application and supporting documents submitted by *Clutch Creations LLC* for a \$10,000.00 grant and determined that they are an eligible recipient of these funds based on the following incentive eligibility criteria: a) agree to remain in Cobb County for three years after the expiration date of the incentive agreement b) be an existing business in Cobb County c) be a graduate of an entrepreneurial training program. In addition, they will enter into a contractual agreement that includes provisions for recapture or reimbursement of grant incentive funds should the terms of the contract be violated and also includes the terms of how the grant should be used, which in this case, is towards company marketing and office expenses.

IMPACT STATEMENT

This is a pass-through grant funded entirely by the Development Authority of Cobb County (DACC). Funds have been received in anticipation of this grant award process. There is no financial impact to the County.

FUNDING

Funding is available in the Grant Fund as follows:

270-030-L014-6574 (Contributions, Donations, Grants)

RECOMMENDATION

The Board of Commissioners approve a grant award, in the amount of \$10,000.00, from the Entrepreneurship and Innovation Grant Program to *Clutch Creation LLC*; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Innovation Incentive Grant Program Guidelines and Procedures v2
2. Innovation Application - Clutch Creations LLC (no id)
3. Innovation Grant Agreement - Clutch Creations 5.14.19

COBB COUNTY ENTREPRENEURSHIP AND INNOVATION GRANT PROGRAM Guidelines

PURPOSE

The purpose of the Cobb County Entrepreneurship and Innovation Grant Program is to stimulate successful and unique Business Investment development and expansion in Cobb County (County).

By making economic development grant funds available, the County will be growing its entrepreneurial ecosystem, supporting existing Business Investment and early-stage venture growth, in order to increase jobs, opportunities and grow the commercial tax base in Cobb County.

A business receiving funding through this program will be encouraged to be a resident of Cobb County and be encouraged to employ Cobb County residents. The program will provide two types of grants:

- **Small Grants: Up to \$1,500.00**
- **Large Grants: From \$1,500.01 - \$10,000.00**

GRANT SUBCOMMITTEE

The Grant Subcommittee (Subcommittee) will review all applications and make grant recommendations. The Subcommittee will be comprised of 5 members recommended from:

Kennesaw State University Office of Community Engagement
Select Cobb (Banking Sector)
Cobb Travel and Tourism
Cobb Young Professionals
The Coalition of Cobb County Business Associations

The Subcommittee Chair, elected by the Subcommittee, shall make sure grant proposals are properly prepared prior to their presentations at the Subcommittee meetings; and oversee the preparation of commitment letters to approved grantees, with the assistance of County staff. Grant commitment letters will be signed by the Chair and/or by County staff.

The Subcommittee will have the following responsibilities:

- Find creative ways to grant funds to stimulate successful Business Investment development and job creation.
- Review grant applications quarterly and, determine which applications meet eligibility requirements and whether an eligible application will be approved, approved with conditions, or submitted to the applicant for more information.
- Periodically review status of existing grants to determine if funds are being used in the manner in which they were intended, and recommend appropriate corrective action where needed.
- Evaluate grant application requirements and make appropriate adjustments as needed to accomplish the objectives of the program.
- Conduct annual review of grants and their impact on the County's Business Investment environment.
- Provide explanation of why grant was not approved, if requested.
- Serve as a resource to staff for enhancing the County's business retention and expansion program to ensure it remains in tune with business needs and be a sounding board for ideas and challenges.

GRANT PROGRAM ADMINISTRATION

The Grant Program will be administered by a Subcommittee consisting of five members from the Cobb County Economic Development Committee. The Subcommittee will meet quarterly to make and facilitate grants. Those dates will be March 31, June 30, September 30 and December 15. A quorum will consist of 3 voting members of the Subcommittee. County staff may be utilized to service grants, including receiving applications, notifying applicants of the Subcommittee's decision, making payment to recipients, and generating administrative reports.

DEADLINES

Applications are accepted on an open cycle. Funding is awarded on a fiscal year basis (_____). The open cycle will continue until funds have been exhausted for the fiscal year. Applicants must submit applications via econdev@cobbcounty.org. Applications that do not include all of the documentation or attachments specified, or that contain documents that have not been fully completed, will be returned to the applicant without further review. At its discretion, the Cobb County Economic Development Department may request supplemental materials from applicants, and those must be received within 15 days of the requested date. Upon receipt and approval, applicants will receive a Notice of Approval email with instructions.

FUNDING

The County will provide funding for the Grant Program through funds from the Development Authority of Cobb County.

COMMITMENT PERIOD

The grantee must remain in Cobb County for up to three years after the funds have been granted.

ELIGIBILITY

- Applicant's business must be located in Cobb County and hold a current business license.
- Applicants must be business entities whose gross revenues do not exceed \$1 million per year. On a case-by-case basis, Grant requests from businesses with revenues exceeding \$1 million may be considered by the Subcommittee.
- Applicants and their businesses must not have any past due tax, fee, or fine in Cobb County.

CONDITIONS OF RECEIVING A GRANT

- Applicant must fill out a grant application.
- Applicant may be asked to appear before the Subcommittee for an interview to detail how grant funds will be used, and answer any questions about their business or application.
- Each venture receiving a grant must provide an accounting of how all funds were used and key milestones reached by the venture within 180 days of the receipt of the grant.
- As a condition of receiving grant funds, Grant recipients may be asked to commit to mentoring with an experienced business coach or mentor at:

➤ **IGNITE HQ**

57 Waddell Street SE
Marietta, GA 30060 (919) 240-7765
<https://ignitehq.com/>
info@ignitehq.com

➤ **UGA - SBDC at Kennesaw State University**

3333 Busbee Drive, Suite 500
Kennesaw, GA 30144 (470) 578-6450
<https://www.georgiasbdc.org/kennesaw-office/>
kennesaw@georgiasbdc.org

➤ **SCORE**

1425 Market Boulevard, Suite 530
Roswell, GA, 30076
<https://northmetroatlanta.score.org/>
northmetroatl@scorevolunteer.org

➤ **Mentor** approved by the Subcommittee

ELIGIBLE USES OF GRANT PROCEEDS

- Startup funding.
- Working capital or operational funds to be used for a specific purpose.
- Purchase of equipment, furnishing or machinery.
- Expansion of business services, marketing material, or products.
- Work force expansion.
- Tenant up-fit or leasehold improvements.
- Building renovation.

GRANT PROCEEDS SHALL NOT BE USED FOR THE FOLLOWING

- Paying off or down existing bank debt or investor loans.
- Purchase of equipment or improvement of real estate, which are used or to be used for personal use.
- Political activities.
- Owner salary.
- Speculative ventures (Examples: drilling for gas or oil, commodity futures).
- Lending or investment.
- Real property held for sale or investment.
- Pyramid sales - distribution plan businesses.
- Foreign controlled businesses.
- Private membership clubs.

COMPLIANCE WITH APPLICABLE REGULATIONS

In all cases, grants made from this program must be consistent and in accordance with the following:

- All state and local regulations governing the applicant's business.
- Terms and conditions established by the Subcommittee for each particular applicant.
- Policies established by the Board of Commissioners dealing with the Grant Program.
- Ventures that implement planning and economic development policies which create a balanced, dynamic local economy that promotes diversity, sustainable growth, and enhanced revenue while embracing community values will also be given priority.

AMOUNT OF GRANTS

Small Grant - Minimum Up to \$1,500.00

Grant applications for \$1,500.00 or less will have a separate and simplified application.

Large Grant – Maximum Up to \$10,000.00

Grant applications for \$1,500.01 or more will require additional financial information and documentation of how grant proceeds will be used. Should market conditions change, or in the event of an applicant with extraordinary conditions, a grant amount exceeding the maximum may be considered by the Subcommittee. All grants are subject to availability of funds.

GRANT APPLICATION GUIDELINES

Small Grant Application Requirements \$1,500.00 or less	Large Grant Application Requirements \$1,500.01 - \$10,000.00
<p><u>Business Information:</u></p> <ol style="list-style-type: none"> 1. Business Name/DBA 2. Street Address/Mailing Address 3. Date Established 4. Number of Employees 5. Business phone number 6. E-mail address 7. Tax ID/ Employment Identification Number <p><u>Business Financial Information:</u></p> <ol style="list-style-type: none"> 8. Annual Sales for the past 3 years (if applicable) 9. Business Financial Statements (for 3 years, if applicable) 10. Current Business Checking Account Balance 11. Balance In Other Accounts 12. Existing Business Debts 13. Detailed Written Business Plan: 3- 5 pages (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.) <p><u>Business Financial Information:</u></p> <ol style="list-style-type: none"> 14. Amount of Grant Requested & Detailed Use of How Funds will be used. (1-2 pages) 	<p><u>Business Information:</u></p> <ol style="list-style-type: none"> 1. Business Name/DBA 2. Street Address/Mailing Address 3. Date Established 4. Number of Employees 5. Business phone number 6. E-mail address 7. Tax ID/ Employment Identification Number 8. Primary bank 9. Accounting firm 10. Attorney <p><u>Business Financial Information:</u></p> <ol style="list-style-type: none"> 11. Annual Sales for the past 3 years (if applicable) 12. Business Financial Statements (for 3 years, if applicable) 13. Current Business Checking Account Balance 14. Balance(s) In Other Accounts 15. Existing Business Debts <p><u>Description of Business Operations:</u></p> <ol style="list-style-type: none"> 16. Detailed Written Business Plan (5-10 pages) (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.) or PowerPoint Pitch Deck <p><u>Grant Use Details</u></p> <ol style="list-style-type: none"> 17. Amount of Grant Requested & Detailed Use of How Funds Will Be Used (1-2 pages)

SUGGESTED SMALL GRANT GUIDELINES

Use of Funds - Priority will be given to ventures demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, and/or create a significant social and economic impact in the County.

SUGGESTED LARGE GRANT GUIDELINES

High Potential Founders - Although all applicants will be considered, business owners who exhibit the following characteristics will be given priority:

- a. Have a thorough understanding of their market
- b. Have assembled a talented team
- c. **Have a passion for building their venture in Cobb County**

High Potential Ventures - Priority will be given to “growth” ventures capable of expanding rapidly, renting or building office space in Cobb County, and hiring Cobb County employees.

Use of Funds - Priority will be given to applicants demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, or create a significant social impact in the County.

PROCEDURES

1. Applicants will be referred to the Cobb County Economic Development website where they will download their application. Applications (with required documents) should be submitted via:
 - email: econdev@cobbcounty.org
 - mail/deliver: Cobb County Economic Development
1150 Powder Springs Street, Suite 400
Marietta, GA 30064
2. If asked to appear before the Subcommittee, applicants will be provided interview dates and times no later than two weeks prior to the Subcommittee's next meeting date.
3. County staff will provide completed applications to the Subcommittee for their review no later than three weeks prior to its next scheduled meeting.
4. At its scheduled quarterly meeting, the Subcommittee will discuss the strengths and weaknesses of complete grant application(s) and decide whether or not to take action on the request, based on the information provided.
5. The Subcommittee shall approve, deny or request additional information from the applicant. They will submit determinations in writing to County staff.
6. The applicant will be informed in writing by County staff of the Subcommittee's decision to deny, grant, grant with condition, or seek more information. If the Subcommittee denies a grant request, it shall provide a copy of the score sheet(s) to the applicant.
7. Should the Subcommittee deny an application; the Subcommittee will not consider any applications from that applicant for at least six months. Should an applicant think that their application has been improperly denied, then the applicant may notify, in writing, the Subcommittee. The notice to the Subcommittee shall state why the applicant thinks the grant should be approved. The application shall then be given further consideration by the Subcommittee and its decision is final.
8. At its discretion, the Subcommittee may impose any additional terms to a grant request. The Subcommittee may require an itemized budget detailing the proposed use of grant funds.
9. Applicants agree to utilize grant funds for their intended use. Each venture receiving a grant must provide an accounting of how all funds were used, or will be used, and key milestones reached by the venture within 180 days of the receipt of the grant.
10. As a condition of receiving grant funds, Grant recipients may be asked to commit to a mentoring period as detailed above **(CONDITIONS OF RECEIVING A GRANT)**.
11. If an applicant fails to complete items #8 and #9 in a timely manner, the County has the right to require all grant funds back from the applicant, and may initiate legal proceedings against the applicant.
12. The Subcommittee shall provide annual reports to the BOCC of the number of grants requested, approved and denied, and a 2-3 page written analysis of the program's success metrics to date.
13. Documents, including but not limited to financial statements, business plans, customer and supplier lists, description of inventory or assets, contractual obligations and existing liabilities, submitted during the application process shall be treated as confidential information.

Business Investment Grant Application

Small Grant (up to \$1,500)

BUSINESS INFORMATION

Business Name/DBA:	
Street Address/Mailing Address:	
Date business started:	
Number of employees:	
Business telephone number:	
Email address:	
Tax ID / Employment Identification Number:	

COMPANY / PROJECT DESCRIPTION

BUSINESS FINANCIAL INFORMATION

Annual sales for the past 3 years (if applicable)	\$	\$	\$
Current business checking account balance	\$		
Balance(s) in other accounts	\$		
Existing business debts (list on separate sheet)	\$		
Amount of grant request (detail how funds will be used on separate page)	\$		

CHECKLIST

Application Will Not Be Accepted Unless Items Listed Below Are Included With Application.

<input type="checkbox"/>	Business Financial Statements for past 3 years (if applicable)	
<input type="checkbox"/>	Existing Business Debts.	
<input type="checkbox"/>	Detailed Written Business Plan: 3-5 pages (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.)	
<input type="checkbox"/>	Detailed list of intended use of the funds (1-2 pages).	

Thank you for your effort in completing the application form. Please sign the proposal below.

Signature

Signature

Date

Business Investment Grant Application

Large Grant (\$1,501 - \$10,000)

BUSINESS INFORMATION

Business Name/DBA:	
Address:	
Date business started:	
Number of employees:	
Business telephone number:	
Email address:	
Tax ID/Employment Identification Number	
Primary bank	
Accounting firm	
Attorney	

BUSINESS FINANCIAL INFORMATION

Annual sales for the past 3 years (if applicable)	\$	\$	\$
Current business checking account balance	\$		
Balance(s) in other accounts	\$		
Existing business debts (list on separate sheet)	\$		
Amount of grant request (detail how funds will be used on separate page)	\$		
Principal owner information			

COMPANY / PROJECT DESCRIPTION

CHECKLIST

Application Will Not Be Accepted Unless Items Listed Below Are Included With Application.

<input type="checkbox"/>	Business Financial Statements for past 3 years (if applicable)
<input type="checkbox"/>	Existing Business Debts.
<input type="checkbox"/>	Detailed written Business Plan (5-10 pages) or Power Point (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.)
<input type="checkbox"/>	Detailed list of intended use of the funds (1-2 pages).

Thank you for your effort in completing the application form. Please sign the proposal below.

Signature

Signature

Date

Business Investment Grant Application

Large Grant (\$1,501 - \$10,000)

BUSINESS INFORMATION

Business Name/DBA: CLUTCH CREATIONS
 Mailing Address: 848 Myrtle St. #6 Atl, GA 30308 / Business Address: 3265 Teton Dr. SE Atl, GA 30339
 Date business started: LLC as of Jan 2017
 Number of employees: 0
 Business telephone number: 678-983-2829
 Email address: Kristie@shopclutchcreations.com
 Tax ID/Employment Identification Number: [REDACTED]
 Primary bank: Wells Fargo
 Accounting firm: TBD (QuickBooks Self-Employed)
 Attorney: Lori Johnson of Notio Group

BUSINESS FINANCIAL INFORMATION

	2019	2018	2017
Annual sales for the past 3 years (if applicable)	\$	\$ 26,800	\$ 3,360
Current business checking account balance	\$ 137.42		
Balance(s) in other accounts	\$		
Existing business debts (list on separate sheet)	\$ 0		
Amount of grant request (detail how funds will be used on separate page)	\$ 10,000		
Principal owner information	Kristi Frank 678-983-2829		

COMPANY / PROJECT DESCRIPTION

- > See business plan.
- > product launching + development + scale

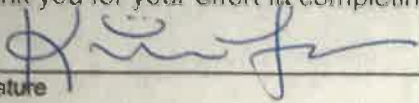
CHECKLIST

Application Will Not Be Accepted Unless Items Listed Below Are Included With Application.

- ☒ Business Financial Statements for past 3 years (if applicable) *N/A*
- ☒ Existing Business Debts.
- ☒ Detailed written Business Plan (5-10 pages) or Power Point (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.)
- ☒ Detailed list of intended use of the funds (1-2 pages).

Thank you for your effort in completing the application form. Please sign the proposal below.

Signature



Signature

Date

4/12/19

**COBB COUNTY ECONOMIC DEVELOPMENT
ENTREPRENEURSHIP AND INNOVATION GRANT AGREEMENT**

THIS AGREEMENT, entered this ____ day of _____, 20____, by and between Cobb County (“County”), by and through Cobb County Economic Development (“Economic Development”) and Clutch Creations LLC (“Grant Recipient”).

WHEREAS, Economic Development is a County division that aids existing business investment and early-stage venture growth, attracts industries, and supports entrepreneurial development; and,

WHEREAS, Grant Recipient has a project to expand its existing Cobb County business; and,

WHEREAS, Grant Recipient was selected to receive the Cobb County Entrepreneurship and Innovation Grant through the procedures duly adopted by Economic Development; and,

NOW THEREFORE, County and Grant Recipient, for the consideration and under the conditions hereinafter set forth, agree as follows:

1. **Approved Grant.** Grant funds are provided subject at all times to all provisions of the Entrepreneurship and Innovation Grant Program Guidelines (“Guidelines”), attached as Exhibit A. Grant funds are provided for the project (“Project”) described in Grant Recipient’s Grant Application (“Application”), attached as Exhibit B, and incorporated herein by reference, and additional terms, if any, imposed on Grant Recipient (“Additional Terms”), attached as Exhibit C.
2. **Grant Award.** Grant funds in an amount of Ten Thousand Dollars (\$10,000.00) have been awarded by the Grant Subcommittee described in Exhibit A (“Subcommittee”) and shall be released to Grant Recipient for the approved Project. The grant cannot be assigned or transferred without prior written approval.
3. **Responsibilities of the Grant Recipient**
 - A. Implementation. The Project shall be implemented in the manner described in Exhibit A. Time is of the essence in the implementation of the Project.
 - B. Use of Funds. Grant Recipient shall not use the grant funds for any of the Prohibited Purposes described in the Guidelines. The grant shall be utilized solely for its intended use, as detailed in the Application and Additional Terms, attached as Exhibit B and C respectively.
4. **Indemnity.** 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. Grant Recipient 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.

5. Termination.

- A. County may immediately terminate this Agreement based upon the occurrence of any of the following:
- i. Any fraudulent representation on a material matter related to securing and utilizing grant funds under this Agreement.
 - ii. Failure to satisfactorily comply with any provision of this Agreement, any term of the Grant Application, and/or any Grant Program Guideline, as determined by the Subcommittee in its sole discretion.
 - iii. Failure to adhere to the terms of applicable county, state, or federal laws, regulations, or stated public policy.

The occurrence of any of the above shall constitute a default under this agreement.

- B. In the event of default by Grant Recipient, County has the discretion to elect to terminate this Agreement, in whole or in part and/or require the Grant Recipient to repay the grant funds within thirty (30) days from written notice or allow Grant Recipient an opportunity to cure the default prior to termination and/or repayment. This clause shall not be interpreted to limit the County's remedies in law or equity.

6. Miscellaneous.

- A. 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 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.
- B. Status. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Grant Recipient and County. Grant Recipient understands and agrees that he/she/it is not authorized to incur any expenses or any liability whatsoever on behalf of the County and has no authority, expressed or implied, to obligate or make representations on behalf of the County.
- C. Entire Agreement and Signatures. 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 County and execution by all parties.
- D. Assignment. The parties may not assign this Agreement or the rights and obligations herein without the prior written 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.

IN WITNESS WHEREOF, County and Grant Recipient have signed this Grant Agreement, effective on the last date this Agreement is signed by both parties as indicated by the dates set forth under signatures below.

(GRANT RECIPIENT)

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

Additional Terms

Exhibit A (GUIDELINES)

Exhibit B (APPLICATION)

Exhibit C (ADDITIONAL TERMS)

The Grant Subcommittee request that the grant funds be used towards marketing and office expenses.



Community Development

Jessica Guinn, Director

District 3

Item No. 54.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jessica Guinn, Director

DATE: June 25, 2019

PURPOSE

To approve a Business Investment Grant to *Brilliant Coworking* from the Cobb County Entrepreneurship & Innovation Incentive Program.

BACKGROUND

The Board of Commissioners approved the Entrepreneurship and Innovation Incentive Program (Official Code of Cobb County Section 2-169) on February 27, 2018 and subsequently approved the Entrepreneurship and Innovation Grant Program Guidelines and Procedures in April 2019. The Cobb Innovation Grant Fund was created using a \$50,000.00 contribution provided by the Development Authority of Cobb County in July 2018 in support of eligible businesses to aid them in growing their business, creating jobs, and maintaining their presence in the County.

Staff have reviewed the application and supporting documents submitted by *Brilliant Coworking* for a \$10,000.00 grant and determined that they are an eligible recipient of these funds based on the following incentive eligibility criteria: a) agree to remain in Cobb County for three years after the expiration date of the incentive agreement b) be an existing business in Cobb County c) be a graduate of an entrepreneurial training program. In addition, they will enter into a contractual agreement that includes provisions for recapture or reimbursement of grant incentive funds should the terms of the contract be violated and also includes the terms of how the grant should be used, which in this case, is towards company infrastructure and marketing.

IMPACT STATEMENT

This is a pass-through grant funded entirely by the Development Authority of Cobb County (DACC). Funds have been received in anticipation of this grant award process. There is no financial impact to the County.

FUNDING

Funding is available in the Grant Fund as follows:

270-030-L014-6574 (Contributions, Donations, Grants)

RECOMMENDATION

The Board of Commissioners approve a grant award, in the amount of \$10,000.00, from the Entrepreneurship and Innovation Grant Program to *Brilliant Coworking*; authorize the corresponding budget transactions; and further authorize the Chairman to execute the necessary documents.

ATTACHMENTS

1. Innovation Incentive Grant Program Guidelines and Procedures v2
2. Innovation Incentive Application - Brilliant Coworking (no id)
3. Innovation Grant Agreement - Brilliant Coworking 5.14.19

COBB COUNTY ENTREPRENEURSHIP AND INNOVATION GRANT PROGRAM Guidelines

PURPOSE

The purpose of the Cobb County Entrepreneurship and Innovation Grant Program is to stimulate successful and unique Business Investment development and expansion in Cobb County (County).

By making economic development grant funds available, the County will be growing its entrepreneurial ecosystem, supporting existing Business Investment and early-stage venture growth, in order to increase jobs, opportunities and grow the commercial tax base in Cobb County.

A business receiving funding through this program will be encouraged to be a resident of Cobb County and be encouraged to employ Cobb County residents. The program will provide two types of grants:

- **Small Grants: Up to \$1,500.00**
- **Large Grants: From \$1,500.01 - \$10,000.00**

GRANT SUBCOMMITTEE

The Grant Subcommittee (Subcommittee) will review all applications and make grant recommendations. The Subcommittee will be comprised of 5 members recommended from:

Kennesaw State University Office of Community Engagement
Select Cobb (Banking Sector)
Cobb Travel and Tourism
Cobb Young Professionals
The Coalition of Cobb County Business Associations

The Subcommittee Chair, elected by the Subcommittee, shall make sure grant proposals are properly prepared prior to their presentations at the Subcommittee meetings; and oversee the preparation of commitment letters to approved grantees, with the assistance of County staff. Grant commitment letters will be signed by the Chair and/or by County staff.

The Subcommittee will have the following responsibilities:

- Find creative ways to grant funds to stimulate successful Business Investment development and job creation.
- Review grant applications quarterly and, determine which applications meet eligibility requirements and whether an eligible application will be approved, approved with conditions, or submitted to the applicant for more information.
- Periodically review status of existing grants to determine if funds are being used in the manner in which they were intended, and recommend appropriate corrective action where needed.
- Evaluate grant application requirements and make appropriate adjustments as needed to accomplish the objectives of the program.
- Conduct annual review of grants and their impact on the County's Business Investment environment.
- Provide explanation of why grant was not approved, if requested.
- Serve as a resource to staff for enhancing the County's business retention and expansion program to ensure it remains in tune with business needs and be a sounding board for ideas and challenges.

GRANT PROGRAM ADMINISTRATION

The Grant Program will be administered by a Subcommittee consisting of five members from the Cobb County Economic Development Committee. The Subcommittee will meet quarterly to make and facilitate grants. Those dates will be March 31, June 30, September 30 and December 15. A quorum will consist of 3 voting members of the Subcommittee. County staff may be utilized to service grants, including receiving applications, notifying applicants of the Subcommittee's decision, making payment to recipients, and generating administrative reports.

DEADLINES

Applications are accepted on an open cycle. Funding is awarded on a fiscal year basis (_____). The open cycle will continue until funds have been exhausted for the fiscal year. Applicants must submit applications via econdev@cobbcounty.org. Applications that do not include all of the documentation or attachments specified, or that contain documents that have not been fully completed, will be returned to the applicant without further review. At its discretion, the Cobb County Economic Development Department may request supplemental materials from applicants, and those must be received within 15 days of the requested date. Upon receipt and approval, applicants will receive a Notice of Approval email with instructions.

FUNDING

The County will provide funding for the Grant Program through funds from the Development Authority of Cobb County.

COMMITMENT PERIOD

The grantee must remain in Cobb County for up to three years after the funds have been granted.

ELIGIBILITY

- Applicant's business must be located in Cobb County and hold a current business license.
- Applicants must be business entities whose gross revenues do not exceed \$1 million per year. On a case-by-case basis, Grant requests from businesses with revenues exceeding \$1 million may be considered by the Subcommittee.
- Applicants and their businesses must not have any past due tax, fee, or fine in Cobb County.

CONDITIONS OF RECEIVING A GRANT

- Applicant must fill out a grant application.
- Applicant may be asked to appear before the Subcommittee for an interview to detail how grant funds will be used, and answer any questions about their business or application.
- Each venture receiving a grant must provide an accounting of how all funds were used and key milestones reached by the venture within 180 days of the receipt of the grant.
- As a condition of receiving grant funds, Grant recipients may be asked to commit to mentoring with an experienced business coach or mentor at:

➤ **IGNITE HQ**

57 Waddell Street SE
Marietta, GA 30060 (919) 240-7765
<https://ignitehq.com/>
info@ignitehq.com

➤ **UGA - SBDC at Kennesaw State University**

3333 Busbee Drive, Suite 500
Kennesaw, GA 30144 (470) 578-6450
<https://www.georgiasbdc.org/kennesaw-office/>
kennesaw@georgiasbdc.org

➤ **SCORE**

1425 Market Boulevard, Suite 530
Roswell, GA, 30076
<https://northmetroatlanta.score.org/>
northmetroatl@scorevolunteer.org

➤ **Mentor** approved by the Subcommittee

ELIGIBLE USES OF GRANT PROCEEDS

- Startup funding.
- Working capital or operational funds to be used for a specific purpose.
- Purchase of equipment, furnishing or machinery.
- Expansion of business services, marketing material, or products.
- Work force expansion.
- Tenant up-fit or leasehold improvements.
- Building renovation.

GRANT PROCEEDS SHALL NOT BE USED FOR THE FOLLOWING

- Paying off or down existing bank debt or investor loans.
- Purchase of equipment or improvement of real estate, which are used or to be used for personal use.
- Political activities.
- Owner salary.
- Speculative ventures (Examples: drilling for gas or oil, commodity futures).
- Lending or investment.
- Real property held for sale or investment.
- Pyramid sales - distribution plan businesses.
- Foreign controlled businesses.
- Private membership clubs.

COMPLIANCE WITH APPLICABLE REGULATIONS

In all cases, grants made from this program must be consistent and in accordance with the following:

- All state and local regulations governing the applicant's business.
- Terms and conditions established by the Subcommittee for each particular applicant.
- Policies established by the Board of Commissioners dealing with the Grant Program.
- Ventures that implement planning and economic development policies which create a balanced, dynamic local economy that promotes diversity, sustainable growth, and enhanced revenue while embracing community values will also be given priority.

AMOUNT OF GRANTS

Small Grant - Minimum Up to \$1,500.00

Grant applications for \$1,500.00 or less will have a separate and simplified application.

Large Grant – Maximum Up to \$10,000.00

Grant applications for \$1,500.01 or more will require additional financial information and documentation of how grant proceeds will be used. Should market conditions change, or in the event of an applicant with extraordinary conditions, a grant amount exceeding the maximum may be considered by the Subcommittee. All grants are subject to availability of funds.

GRANT APPLICATION GUIDELINES

Small Grant Application Requirements \$1,500.00 or less	Large Grant Application Requirements \$1,500.01 - \$10,000.00
<p><u>Business Information:</u></p> <ol style="list-style-type: none"> 1. Business Name/DBA 2. Street Address/Mailing Address 3. Date Established 4. Number of Employees 5. Business phone number 6. E-mail address 7. Tax ID/ Employment Identification Number <p><u>Business Financial Information:</u></p> <ol style="list-style-type: none"> 8. Annual Sales for the past 3 years (if applicable) 9. Business Financial Statements (for 3 years, if applicable) 10. Current Business Checking Account Balance 11. Balance In Other Accounts 12. Existing Business Debts 13. Detailed Written Business Plan: 3- 5 pages (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.) <p><u>Business Financial Information:</u></p> <ol style="list-style-type: none"> 14. Amount of Grant Requested & Detailed Use of How Funds will be used. (1-2 pages) 	<p><u>Business Information:</u></p> <ol style="list-style-type: none"> 1. Business Name/DBA 2. Street Address/Mailing Address 3. Date Established 4. Number of Employees 5. Business phone number 6. E-mail address 7. Tax ID/ Employment Identification Number 8. Primary bank 9. Accounting firm 10. Attorney <p><u>Business Financial Information:</u></p> <ol style="list-style-type: none"> 11. Annual Sales for the past 3 years (if applicable) 12. Business Financial Statements (for 3 years, if applicable) 13. Current Business Checking Account Balance 14. Balance(s) In Other Accounts 15. Existing Business Debts <p><u>Description of Business Operations:</u></p> <ol style="list-style-type: none"> 16. Detailed Written Business Plan (5-10 pages) (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.) or PowerPoint Pitch Deck <p><u>Grant Use Details</u></p> <ol style="list-style-type: none"> 17. Amount of Grant Requested & Detailed Use of How Funds Will Be Used (1-2 pages)

SUGGESTED SMALL GRANT GUIDELINES

Use of Funds - Priority will be given to ventures demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, and/or create a significant social and economic impact in the County.

SUGGESTED LARGE GRANT GUIDELINES

High Potential Founders - Although all applicants will be considered, business owners who exhibit the following characteristics will be given priority:

- a. Have a thorough understanding of their market
- b. Have assembled a talented team
- c. **Have a passion for building their venture in Cobb County**

High Potential Ventures - Priority will be given to “growth” ventures capable of expanding rapidly, renting or building office space in Cobb County, and hiring Cobb County employees.

Use of Funds - Priority will be given to applicants demonstrating a clear need for grant funds to grow their business, hire additional staff, grow the commercial tax base, or create a significant social impact in the County.

PROCEDURES

1. Applicants will be referred to the Cobb County Economic Development website where they will download their application. Applications (with required documents) should be submitted via:
 - email: econdev@cobbcounty.org
 - mail/deliver: Cobb County Economic Development
1150 Powder Springs Street, Suite 400
Marietta, GA 30064
2. If asked to appear before the Subcommittee, applicants will be provided interview dates and times no later than two weeks prior to the Subcommittee's next meeting date.
3. County staff will provide completed applications to the Subcommittee for their review no later than three weeks prior to its next scheduled meeting.
4. At its scheduled quarterly meeting, the Subcommittee will discuss the strengths and weaknesses of complete grant application(s) and decide whether or not to take action on the request, based on the information provided.
5. The Subcommittee shall approve, deny or request additional information from the applicant. They will submit determinations in writing to County staff.
6. The applicant will be informed in writing by County staff of the Subcommittee's decision to deny, grant, grant with condition, or seek more information. If the Subcommittee denies a grant request, it shall provide a copy of the score sheet(s) to the applicant.
7. Should the Subcommittee deny an application; the Subcommittee will not consider any applications from that applicant for at least six months. Should an applicant think that their application has been improperly denied, then the applicant may notify, in writing, the Subcommittee. The notice to the Subcommittee shall state why the applicant thinks the grant should be approved. The application shall then be given further consideration by the Subcommittee and its decision is final.
8. At its discretion, the Subcommittee may impose any additional terms to a grant request. The Subcommittee may require an itemized budget detailing the proposed use of grant funds.
9. Applicants agree to utilize grant funds for their intended use. Each venture receiving a grant must provide an accounting of how all funds were used, or will be used, and key milestones reached by the venture within 180 days of the receipt of the grant.
10. As a condition of receiving grant funds, Grant recipients may be asked to commit to a mentoring period as detailed above **(CONDITIONS OF RECEIVING A GRANT)**.
11. If an applicant fails to complete items #8 and #9 in a timely manner, the County has the right to require all grant funds back from the applicant, and may initiate legal proceedings against the applicant.
12. The Subcommittee shall provide annual reports to the BOCC of the number of grants requested, approved and denied, and a 2-3 page written analysis of the program's success metrics to date.
13. Documents, including but not limited to financial statements, business plans, customer and supplier lists, description of inventory or assets, contractual obligations and existing liabilities, submitted during the application process shall be treated as confidential information.

Business Investment Grant Application

Small Grant (up to \$1,500)

BUSINESS INFORMATION

Business Name/DBA:	
Street Address/Mailing Address:	
Date business started:	
Number of employees:	
Business telephone number:	
Email address:	
Tax ID / Employment Identification Number:	

COMPANY / PROJECT DESCRIPTION

BUSINESS FINANCIAL INFORMATION

Annual sales for the past 3 years (if applicable)	\$	\$	\$
Current business checking account balance	\$		
Balance(s) in other accounts	\$		
Existing business debts (list on separate sheet)	\$		
Amount of grant request (detail how funds will be used on separate page)	\$		

CHECKLIST

Application Will Not Be Accepted Unless Items Listed Below Are Included With Application.

<input type="checkbox"/>	Business Financial Statements for past 3 years (if applicable)	
<input type="checkbox"/>	Existing Business Debts.	
<input type="checkbox"/>	Detailed Written Business Plan: 3-5 pages (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.)	
<input type="checkbox"/>	Detailed list of intended use of the funds (1-2 pages).	

Thank you for your effort in completing the application form. Please sign the proposal below.

Signature

Signature

Date

Business Investment Grant Application

Large Grant (\$1,501 - \$10,000)

BUSINESS INFORMATION

Business Name/DBA:	
Address:	
Date business started:	
Number of employees:	
Business telephone number:	
Email address:	
Tax ID/Employment Identification Number	
Primary bank	
Accounting firm	
Attorney	

BUSINESS FINANCIAL INFORMATION

Annual sales for the past 3 years (if applicable)	\$	\$	\$
Current business checking account balance	\$		
Balance(s) in other accounts	\$		
Existing business debts (list on separate sheet)	\$		
Amount of grant request (detail how funds will be used on separate page)	\$		
Principal owner information			

COMPANY / PROJECT DESCRIPTION

CHECKLIST

Application Will Not Be Accepted Unless Items Listed Below Are Included With Application.

<input type="checkbox"/>	Business Financial Statements for past 3 years (if applicable)
<input type="checkbox"/>	Existing Business Debts.
<input type="checkbox"/>	Detailed written Business Plan (5-10 pages) or Power Point (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.)
<input type="checkbox"/>	Detailed list of intended use of the funds (1-2 pages).

Thank you for your effort in completing the application form. Please sign the proposal below.

Signature

Signature

Date

Business Investment Grant Application

Large Grant (\$1,501 - \$10,000)

BUSINESS INFORMATION

Business Name/DBA:	Foundry East Cobb LLC DBA Brilliant Co
Address:	2440 Sandy Plains Rd, Marietta GA 30066
Date business started:	January 2019
Number of employees:	2 - Michelle Gibson / Joseph Gibson
Business telephone number:	404 834 0649
Email address:	info@brilliantcoworking.com
Tax ID/Employment Identification Number	
Primary bank	PNC
Accounting firm	NA
Attorney	Cynthia Hendrick http://panterlawgroup.com/attorney.html

BUSINESS FINANCIAL INFORMATION

Annual sales for the past 3 years (if applicable)	\$	\$	\$
Current business checking account balance	\$		
Balance(s) in other accounts	\$		
Existing business debts (list on separate sheet)	\$	0	
Amount of grant request (detail how funds will be used on separate page)	\$	\$10,000	
Principal owner information		Michelle G Gibson	

COMPANY / PROJECT DESCRIPTION

We are Brilliant Co. Our goal is to help entrepreneurs and small businesses start, develop and grow. We do this through a community of members, expert Pro Panel members, monthly hands on training and support along the way. We offer meeting space in a professional environment for up to 50 people and a shared office space with amenities including WIFI, snacks, and drinks.

We want to help Cobb County Economic Development increase the number of businesses within the area and provide a place where they can thrive.

CHECKLIST

Application Will Not Be Accepted Unless Items Listed Below Are Included With Application.

- | | | |
|-------------------------------------|--|-----|
| <input checked="" type="checkbox"/> | Business Financial Statements for past 3 years (if applicable) | N/A |
| <input checked="" type="checkbox"/> | Existing Business Debts. | N/A |
| <input checked="" type="checkbox"/> | Detailed written Business Plan (5-10 pages) or Power Point (When & where it was started, personal & financial highlights, market analysis, target customer, financial projections, cost drivers, future plans, etc.) | |
| <input checked="" type="checkbox"/> | Detailed list of intended use of the funds (1-2 pages). | |

Thank you for your effort in completing the application form. Please sign the proposal below.

Michelle G Gibson

Signature

Signature

April 25, 2019
Date

**COBB COUNTY ECONOMIC DEVELOPMENT
ENTREPRENEURSHIP AND INNOVATION GRANT AGREEMENT**

THIS AGREEMENT, entered this ____ day of _____, 20____, by and between Cobb County (“County”), by and through Cobb County Economic Development (“Economic Development”) and Brilliant Coworking (“Grant Recipient”).

WHEREAS, Economic Development is a County division that aids existing business investment and early-stage venture growth, attracts industries, and supports entrepreneurial development; and,

WHEREAS, Grant Recipient has a project to expand its existing Cobb County business; and,

WHEREAS, Grant Recipient was selected to receive the Cobb County Entrepreneurship and Innovation Grant through the procedures duly adopted by Economic Development; and,

NOW THEREFORE, County and Grant Recipient, for the consideration and under the conditions hereinafter set forth, agree as follows:

1. **Approved Grant.** Grant funds are provided subject at all times to all provisions of the Entrepreneurship and Innovation Grant Program Guidelines (“Guidelines”), attached as Exhibit A. Grant funds are provided for the project (“Project”) described in Grant Recipient’s Grant Application (“Application”), attached as Exhibit B, and incorporated herein by reference, and additional terms, if any, imposed on Grant Recipient (“Additional Terms”), attached as Exhibit C.
2. **Grant Award.** Grant funds in an amount of Ten Thousand Dollars (\$10 ,000.00) have been awarded by the Grant Subcommittee described in Exhibit A (“Subcommittee”) and shall be released to Grant Recipient for the approved Project. The grant cannot be assigned or transferred without prior written approval.
3. **Responsibilities of the Grant Recipient**
 - A. Implementation. The Project shall be implemented in the manner described in Exhibit A. Time is of the essence in the implementation of the Project.
 - B. Use of Funds. Grant Recipient shall not use the grant funds for any of the Prohibited Purposes described in the Guidelines. The grant shall be utilized solely for its intended use, as detailed in the Application and Additional Terms, attached as Exhibits B and C respectively.
4. **Indemnity.** 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. Grant Recipient 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.

5. Termination.

- A. County may immediately terminate this Agreement based upon the occurrence of any of the following:
- i. Any fraudulent representation on a material matter related to securing and utilizing grant funds under this Agreement.
 - ii. Failure to satisfactorily comply with any provision of this Agreement, any term of the Grant Application, and/or any Grant Program Guideline, as determined by the Subcommittee in its sole discretion.
 - iii. Failure to adhere to the terms of applicable county, state, or federal laws, regulations, or stated public policy.

The occurrence of any of the above shall constitute a default under this agreement.

- B. In the event of default by Grant Recipient, County has the discretion to elect to terminate this Agreement, in whole or in part and/or require the Grant Recipient to repay the grant funds within thirty (30) days from written notice or allow Grant Recipient an opportunity to cure the default prior to termination and/or repayment. This clause shall not be interpreted to limit the County's remedies in law or equity.

6. Miscellaneous.

- A. 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 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.
- B. Status. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Grant Recipient and County. Grant Recipient understands and agrees that he/she/it is not authorized to incur any expenses or any liability whatsoever on behalf of the County and has no authority, expressed or implied, to obligate or make representations on behalf of the County.
- C. Entire Agreement and Signatures. 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 County and execution by all parties.
- D. Assignment. The parties may not assign this Agreement or the rights and obligations herein without the prior written 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.

IN WITNESS WHEREOF, County and Grant Recipient have signed this Grant Agreement, effective on the last date this Agreement is signed by both parties as indicated by the dates set forth under signatures below.

(GRANT RECIPIENT)

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

Additional Terms

Exhibit A (GUIDELINES)

Exhibit B (APPLICATION)

Exhibit C (ADDITIONAL TERMS)

The Grant Subcommittee request that the grant monies be used as follows:
\$5,000 towards infrastructure i.e. furniture, equipment and signage and \$5,000 towards marketing.



Finance

William Volckmann, Director/Comptroller

Districts All

Item No. 55.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: William Volckmann, Director/Comptroller

DATE: June 25, 2019

PURPOSE

To adopt a Supplemental Resolution authorizing the issuance and sale of \$64,000,000.00 in original aggregate principal amount of "Cobb County, Georgia General Obligation Tax Anticipation Notes, Series 2019" (the "2019 TANs"), ratifying the acceptance of the lowest conforming bid and the award of the sale of the 2019 TANs to the lowest responsive bidder, and thereby ratifying the interest rate, maturity date and payment terms of the 2019 TANs, and for other related purposes.

BACKGROUND

Cobb County (the "County") provides services to its citizens throughout its fiscal year, but does not collect property taxes to fund those services until after the close of its fiscal year. The billing and collection of taxes "in arrears", though in conformance with Georgia law, results in the depletion of the County's operating funds midway through the fiscal year. The County satisfies its need for operating funds by issuing TANs. Interest on the TANs historically has been tax-exempt which, coupled with their low risk and the County's superior credit rating, has historically made them attractive to investors. The practice of issuing TANs has been followed since the early 1980s and provides attractive borrowing rates to the County.

On April 23, 2019, the Board of Commissioners (the "Board") authorized the Finance Director-Comptroller, acting with the assistance of the County's financial advisor and bond counsel, to proceed with all steps necessary for the issuance of the 2019 TANs.

On June 11, 2019, the Board adopted a Resolution (the "Original TANs Resolution") authorizing the issuance and sale of \$64,000,000.00 in original aggregate principal amount of the 2019 TANs, approving, among other matters, the Official Notice of Sale with respect to the 2019 TANs (the "Notice of Sale") and a Preliminary Official Statement with respect to the 2019 TANs (the "Preliminary Official Statement"), and certain terms for the competitive sale of the 2019 TANs set forth in the TANs Resolution, including, without limitation, the aggregate principal amount, maturity date and not-to-exceed interest rate of the 2019 TANs (collectively, the "Parameters"), and delegated to certain officials of the County the authority to conduct the competitive public sale of the 2019 TANs, to accept the lowest conforming bid within the approved Parameters and award the sale of the 2019 TANs to the lowest responsive bidder.

On June 19, 2019, the Finance Director-Comptroller conducted a competitive public bid for the 2019 TANs pursuant to the Original TANs Resolution, the Notice of Sale and the Preliminary Official Statement, accepted the lowest conforming bid for the purchase of the 2019 TANs and awarded the sale of the 2019 TANs to the lowest responsive bidder, all in accordance with the Parameters established in the Original TANs Resolution and all as authorized by the Original TANs Resolution.

At this time we are requesting that the Board adopt the Supplemental Resolution for the purposes set forth under "RECOMMENDATION" hereinafter.

IMPACT STATEMENT

N/A

FUNDING

Interest earnings are included in Finance Department (General Fund) and Fire Fund budgets.
Interest expense is included in Finance Department (General Fund) and Fire Fund budgets.
Issuance costs have been budgeted in the Finance Department (General Fund) budget.

RECOMMENDATION

The Board of Commissioners adopt the Supplemental Resolution supplementing the Original TANs Resolution (as so supplemented thereby, the "Final TANs Resolution") and ratifying, confirming, authorizing and approving, among other matters: (i) the issuance and sale by the County of its \$64,000,000.00 in original aggregate principal amount of "Cobb County, Georgia General Obligation Tax Anticipation Notes, Series 2019", the proceeds of which will be used to pay current expenditures of the County in calendar year 2019 and to pay the costs of issuance of the 2019 TANs; (ii) the acceptance of the lowest conforming bid for the purchase of the 2019 TANs and thereby ratifying and approving the interest rate, maturity date and payment terms of the 2019 TANs within the approved Parameters established by the Original TANs Resolution; (iii) the levy of ad valorem tax upon all property subject to taxation for maintenance and operation purposes within the boundaries of the County in an amount sufficient to pay the principal of and interest on the 2019 TANs when due on November 26, 2019; (iv) the substantially final form of, and the execution and delivery of, the 2019 TANs, (v) the preparation, execution, delivery, distribution and use of an Official Statement for the 2019 TANs; (vi) the preparation and the execution and delivery by the Chairman and other appropriate County officials of all other necessary or appropriate documents and the taking of all other necessary or appropriate actions to accomplish the purposes of the foregoing; and (vii) other matters related thereto.

UNDER SEPARATE COVER

Supplemental Resolution

ATTACHMENTS

None



BOC Chair

Michael H. Boyce, Chairman

Districts A1

Item No. 56.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Michael H. Boyce, Chairman

DATE: June 25, 2019

PURPOSE

To approve the appointment of Doug Shaddix to the Ethics Board.

BACKGROUND

The purpose of the Ethics Board is to receive and hear complaints of alleged violations of Ethics Code § 2-45 through 2-56; make investigations as it deems necessary to determine whether the Ethics Code has been violated; to take such action as provided by Ethics Code and as deemed appropriate due to any violation of Ethics Code; make proposals or recommendations to BOC for adoption of amendments to Ethics Code; to issue advisory opinions as provided in Ethics Code.

The BOC may remove a member of the Board of Ethics on the grounds of neglect of duty, misconduct in office, a disability rendering the member unable to discharge the powers and duties of the office as specified in this division, or engagement in political activity in violation of section 2-74 of the Cobb County Code of Ordinances.

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

The Board of Commissioners approve the appointment of Doug Shaddix to the Board of Ethics for a concurrent term to expire on December 31, 2020.

ATTACHMENTS

None



BOC Commissioner (District 2)

Item No. 57.

Bob Ott, Commissioner

District 2

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Bob Ott, Commissioner

DATE: June 25, 2019

PURPOSE

To announce the appointment of Neil Fusillo to the Neighborhood Safety Commission.

BACKGROUND

The commission shall assist in efforts to promote safer neighborhoods for both residential and business communities as well as increase local community involvement. It shall work to identify new resources as well as work to strengthen existing safety programs.

The commission consists of fifteen members who represent areas of business and industry and community and civic organizations in Cobb County. Each member of the BOC appoints three members for terms of three years or until their successors are appointed. Members serve at the pleasure of the BOC and may be removed at any time with or without cause.

IMPACT STATEMENT

N/A

FUNDING

RECOMMENDATION

The Board of Commissioners announce the appointment of Neil Fusillo to the Neighbor Safety Commission for a term balance to expire on September 30, 2020. This appointment will replace Trish Steiner.

ATTACHMENTS

None



BOC Commissioner (District 2)

Item No. 58.

Bob Ott, Commissioner

District 2

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Bob Ott, Commissioner

DATE: June 25, 2019

PURPOSE

To announce the reappointment of Andy Smith to the Neighborhood Safety Commission.

BACKGROUND

The commission shall assist in efforts to promote safer neighborhoods for both residential and business communities as well as increase local community involvement. It shall work to identify new resources as well as work to strengthen existing safety programs.

The commission consists of fifteen members who represent areas of business and industry and community and civic organizations in Cobb County. Each member of the BOC appoints three members for terms of three years or until their successors are appointed. Members serve at the pleasure of the BOC and may be removed at any time with or without cause.

IMPACT STATEMENT

N/A

FUNDING

RECOMMENDATION

The Board of Commissioners announce the reappointment of Andy Smith to the Neighborhood Safety Commission for a three year term to expire on September 30, 2022.

ATTACHMENTS

None



County Attorney

Deborah Dance, County Attorney

Districts All

Item No. 59.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager
FROM: Deborah Dance, County Attorney
DATE: June 25, 2019

PURPOSE

Response letters from the May 28, 2019 Board of Commissioners Regular Meeting.

BACKGROUND

N/A

IMPACT STATEMENT

N/A

FUNDING

N/A

RECOMMENDATION

N/A

ATTACHMENTS

1. Rafael Solorzano 5_28_19
2. Claudia Andrade 5_28_19
3. Kevin Joachin 5_28_19
4. Patricia Burns 5_28_19
5. Ade Nicholls 5_28_19



COBB COUNTY ATTORNEY'S OFFICE

100 Cherokee Street, Suite 350
Marietta, Georgia 30090-7003
Phone: (770) 528-4000 Fax: (770) 528-4010

Deborah L. Dance
County Attorney

June 6, 2019

Rafael Solorzano
1595 McClendon Ave
Atlanta, Georgia 30307

Re: May 28, 2019 BOC Regular Meeting

Dear Mr. Solorzano,

Thank you for your comments to the Board of Commissioners in its meeting on May 28, 2019. The Board is pleased to offer an opportunity at each of its regular meetings for citizens to address matters of concern to them. As always, your remarks are welcome and will be considered by the board.

Very truly yours,

Deborah L. Dance
County Attorney

cc: County Clerk's Office



COBB COUNTY ATTORNEY'S OFFICE

100 Cherokee Street, Suite 350
Marietta, Georgia 30090-7003
Phone: (770) 528-4000 Fax: (770) 528-4010

Deborah L. Dance
County Attorney

June 6, 2019

Claudia Andrade
250 Dillard Drive
Kennesaw, Georgia 30144

Re: May 28, 2019 BOC Regular Meeting

Dear Ms. Andrade,

Thank you for your comments to the Board of Commissioners in its meeting on May 28, 2019. The Board is pleased to offer an opportunity at each of its regular meetings for citizens to address matters of concern to them. As always, your remarks are welcome and will be considered by the board.

Very truly yours,

Deborah L. Dance
County Attorney

cc: County Clerk's Office



COBB COUNTY ATTORNEY'S OFFICE

100 Cherokee Street, Suite 350
Marietta, Georgia 30090-7003
Phone: (770) 528-4000 Fax: (770) 528-4010

Deborah L. Dance
County Attorney

June 6, 2019

Kevin Joachin
512 Summitt Forrest Drive
Marietta, Georgia 30068

Re: May 28, 2019 BOC Regular Meeting

Dear Mr. Joachin,

Thank you for your comments to the Board of Commissioners in its meeting on May 28, 2019. The Board is pleased to offer an opportunity at each of its regular meetings for citizens to address matters of concern to them. As always, your remarks are welcome and will be considered by the board.

Very truly yours,

Deborah L. Dance
County Attorney

cc: County Clerk's Office



COBB COUNTY ATTORNEY'S OFFICE

100 Cherokee Street, Suite 350
Marietta, Georgia 30090-7003
Phone: (770) 528-4000 Fax: (770) 528-4010

Deborah L. Dance
County Attorney

June 6, 2019

Patricia Burns
10 Concord Road
Smyrna, GA 30082

Re: May 28, 2019 BOC Regular Meeting

Dear Pat,

Thank you for your comments to the Board of Commissioners in its meeting on May 28, 2019. The Board is pleased to offer an opportunity at each of its regular meetings for citizens to address matters of concern to them. As always, your remarks are welcome and will be considered by the board.

Very truly yours,

Deborah L. Dance
County Attorney

cc: County Clerk's Office



COBB COUNTY ATTORNEY'S OFFICE

100 Cherokee Street, Suite 350
Marietta, Georgia 30090-7003
Phone: (770) 528-4000 Fax: (770) 528-4010

Deborah L. Dance
County Attorney

June 6, 2019

Ade Nicholls
574 Sybill Lane
Marietta, Georgia 30067

Re: May 28, 2019 BOC Regular Meeting

Dear Mr. Nicholls,

Thank you for your comments to the Board of Commissioners in its meeting on May 28, 2019. The Board is pleased to offer an opportunity at each of its regular meetings for citizens to address matters of concern to them. As always, your remarks are welcome and will be considered by the board.

Very truly yours,

Deborah L. Dance
County Attorney

cc: County Clerk's Office



Community Development

Item No. 60.

Jessica Guinn, Director

Districts All

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Jessica Guinn, Director

DATE: June 25, 2019

PURPOSE

Response to public comment for the May 28, 2019 Board of Commissioner's meeting.

BACKGROUND

Response to public comment for the May 28, 2019 Board of Commissioner's meeting.

IMPACT STATEMENT

FUNDING

RECOMMENDATION

ATTACHMENTS

1. Response Letters for the May 28, 2019 BOC Meeting



COBB COUNTY
COMMUNITY DEVELOPMENT AGENCY

P. O. Box 649
Marietta, GA 30061-0649
Phone: (770) 528-2128 Fax: (770) 528-2126
jessica.guinn@cobbcounty.org

Jessica Guinn, AICP
Director

June 10, 2019

Jake Nguyen
5933 Sharp Drive
Mableton, GA 30126

Dear Mr. Nguyen:

I want to thank you for speaking before the Board of Commissioner's Meeting on May 28, 2019 regarding the issues you are experiencing on your property. We appreciate your comments and your concerns on this matter.

Thank you again.

Sincerely,

Jessica Guinn, AICP
Director



COBB COUNTY
COMMUNITY DEVELOPMENT AGENCY

P. O. Box 649
Marietta, GA 30061-0649
Phone: (770) 528-2128 Fax: (770) 528-2126
jessica.guinn@cobbcounty.org

Jessica Guinn, AICP
Director

June 10, 2019

Millicent Nyarke
5921 Sharp Drive
Mableton, GA 30126

Dear Ms. Nyarke:

I want to thank you for speaking before the Board of Commissioner's Meeting on May 28, 2019 regarding the issues you are experiencing on your property. We appreciate your comments and your concerns on this matter.

Thank you again.

Sincerely,

Jessica Guinn, AICP
Director



COBB COUNTY
COMMUNITY DEVELOPMENT AGENCY

P. O. Box 649
Marietta, GA 30061-0649
Phone: (770) 528-2128 Fax: (770) 528-2126
jessica.guinn@cobbcounty.org

Jessica Guinn, AICP
Director

June 10, 2019

Tracee Sapp
5919 Sharp Drive
Mableton, GA 30126

Dear Ms. Sapp:

I want to thank you for speaking before the Board of Commissioner's Meeting on May 28, 2019 regarding the issues you are experiencing on your property. We appreciate your comments and your concerns on this matter.

Thank you again.

Sincerely,

Jessica Guinn, AICP
Director



Public Safety

Michael Register, Director

Districts All

Item No. 61.

Cobb County...Expect the Best!

TO: Rob Hosack, County Manager

FROM: Michael Register, Director

DATE: June 25, 2019

PURPOSE

Response letters from the 28 May 2019 Board of Commissioners Regular Meeting.

BACKGROUND

IMPACT STATEMENT

FUNDING

RECOMMENDATION

ATTACHMENTS

1. 06252019 Response Letter Gaynor
2. 06252019 Response Letter Williams
3. 06252019 Response Letter Jones
4. 06252019 Response Letter Brady
5. 06252019 Response Letter Birkinbine
6. 06252019 Response Letter Lorusso



COBB COUNTY
DEPARTMENT OF PUBLIC SAFETY

Michael J. Register

Director

100 Cherokee Street, Suite 460
Marietta, GA 30090-9682
770.528.3801
Michael.Register@cobbcounty.org

25 June 2019

Mr. Steven Gaynor
2350 Austell Rd.
Marietta, GA 30008

Dear Mr. Gaynor,

Thank you for your comments to the Cobb County Board of Commissioners at the meeting on May 28, 2019. Your great passion and concern for Public Safety employees in Cobb County is evident by your dedication and determination to this cause. I appreciate your support to Cobb County's Department of Public Safety.

Sincerely,

Michael J. Register, Director
Cobb County Department of Public Safety

cc: Pamela Mabry, County Clerk



COBB COUNTY
DEPARTMENT OF PUBLIC SAFETY

Michael J. Register

Director

100 Cherokee Street, Suite 460
Marietta, GA 30090-9682
770.528.3801
Michael.Register@cobbcounty.org

25 June 2019

Dr. Ben Williams
5307 Elsie Lane SW
Mableton, GA 30126

Dear Dr. Williams,

Thank you for your comments to the Cobb County Board of Commissioners at the meeting on May 28, 2019. Your great passion and concern for the community and Public Safety employees in Cobb County is evident by your dedication and determination to this cause. I appreciate your support to Cobb County's Department of Public Safety.

Sincerely,

Michael J. Register, Director
Cobb County Department of Public Safety

cc: Pamela Mabry, County Clerk



COBB COUNTY
DEPARTMENT OF PUBLIC SAFETY

Michael J. Register

Director

100 Cherokee Street, Suite 460
Marietta, GA 30090-9682
770.528.3801
Michael.Register@cobbcounty.org

25 June 2019

Pastor David Jones
1208 Anchor Terrace
Powder Springs, GA 30127

Dear Pastor Jones,

Thank you for your comments to the Cobb County Board of Commissioners at the meeting on May 28, 2019. Your great passion and concern for Public Safety employees in Cobb County is evident by your dedication and determination to this cause. I appreciate your support to Cobb County's Department of Public Safety.

Sincerely,

Michael J. Register, Director
Cobb County Department of Public Safety

cc: Pamela Mabry, County Clerk



COBB COUNTY
DEPARTMENT OF PUBLIC SAFETY

Michael J. Register

Director

100 Cherokee Street, Suite 460
Marietta, GA 30090-9682
770.528.3801
Michael.Register@cobbcounty.org

25 June 2019

Mr. John Brady
5002 McLain Drive
Acworth, GA 30101

Dear Mr. Brady,

Thank you for your comments to the Cobb County Board of Commissioners at the meeting on May 28, 2019. Your great passion and concern for Public Safety employees in Cobb County is evident by your dedication and determination to this cause. I appreciate your support to Cobb County's Department of Public Safety.

Sincerely,

Michael J. Register, Director
Cobb County Department of Public Safety

cc: Pamela Mabry, County Clerk



COBB COUNTY
DEPARTMENT OF PUBLIC SAFETY

Michael J. Register

Director

100 Cherokee Street, Suite 460
Marietta, GA 30090-9682
770.528.3801
Michael.Register@cobbcounty.org

25 June 2019

Mr. David Birkinbine
4487 S. Springwood Road
Smyrna, GA 30082

Dear Mr. Birkinbine,

Thank you for your comments to the Cobb County Board of Commissioners at the meeting on May 28, 2019. Your great passion and concern for the air quality of all citizens in and around Cobb County is evident by your dedication and determination to this cause. I appreciate your efforts to bring awareness to the enforcement of Cobb County's medical burn ban policies.

Sincerely,

Michael J. Register, Director
Cobb County Department of Public Safety

cc: Pamela Mabry, County Clerk



COBB COUNTY
DEPARTMENT OF PUBLIC SAFETY

Michael J. Register

Director

100 Cherokee Street, Suite 460
Marietta, GA 30090-9682
770.528.3801
Michael.Register@cobbcounty.org

25 June 2019

Mr. Lance Lorusso
1827 Powers Ferry Rd
Bldg. 8, Suite 200
Atlanta, GA 30339

Dear Mr. Lorusso,

Thank you for your comments to the Cobb County Board of Commissioners at the meeting on May 28, 2019. Your great passion and concern for Public Safety employees in Cobb County is evident by your dedication and determination to this cause. I appreciate your support to Cobb County's Department of Public Safety.

Sincerely,

Michael J. Register, Director
Cobb County Department of Public Safety

cc: Pamela Mabry, County Clerk