

**CHEROKEE COUNTY  
BOARD OF COMMISSIONERS**

**Work Session**

**February 7, 2012**

**3:00 p.m.**

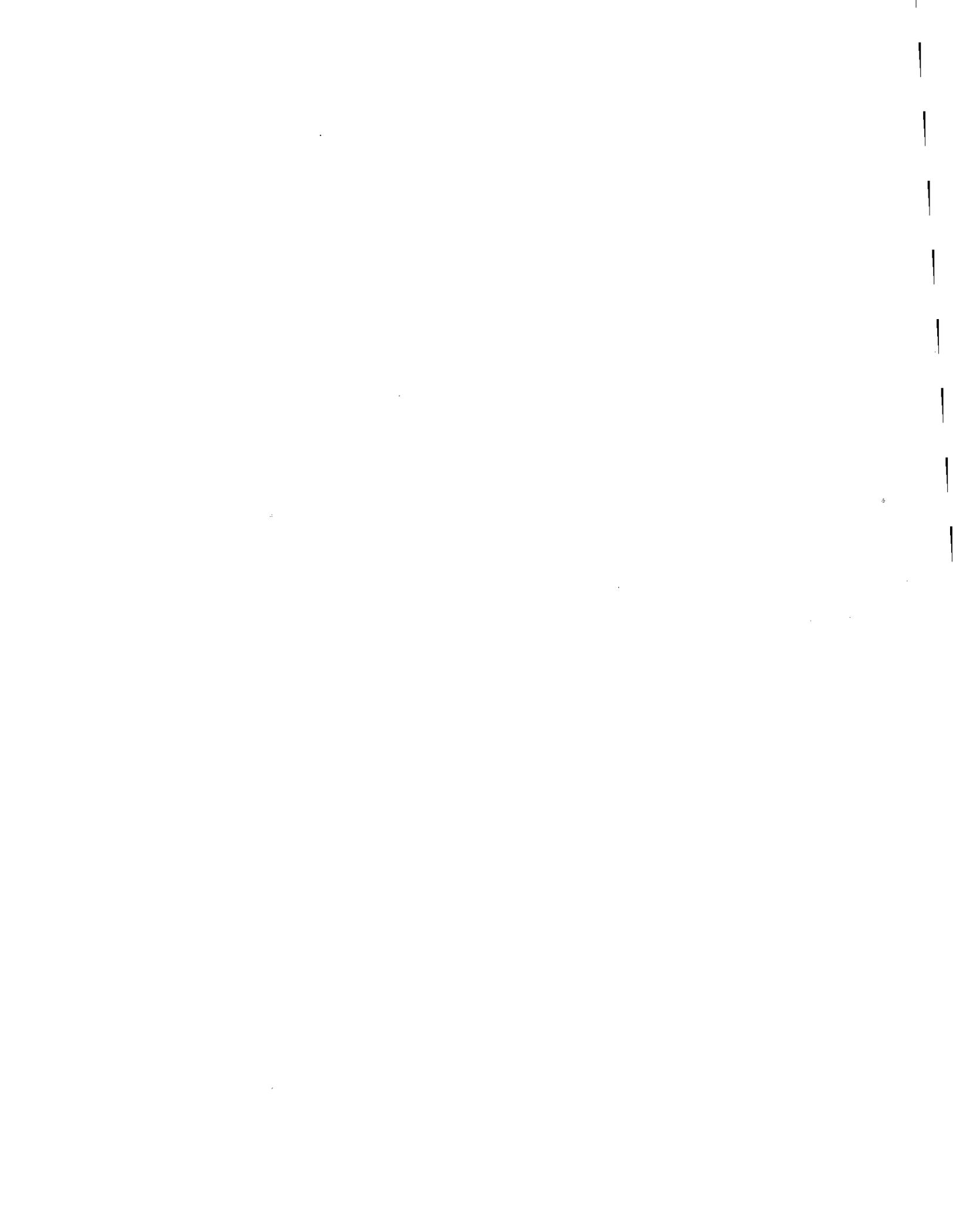
**Cherokee Hall**

**AGENDA**

1. Check Presentation by Fireman's Fund to Cherokee County Fire and Emergency Services (Grant for EMS Equipment).
2. Cooperative Extension Presentation by Greg Price.
3. Discussion of Regular Agenda Items.

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Executive Session to Follow





**Fireman's Fund<sup>®</sup>**  
**Insurance Company**

A company of **Allianz** 

## News Release

### **Cherokee County Fire and Emergency Services Receives Grant for EMS Equipment**

*\$8,100 Donation Will Fund Purchase of EMS Tablets and GPS Devices*

ATLANTA (Feb. 6, 2012) – Today, Fire and Emergency Service providers are trying to increase efficiency and reduce response times. Using technology that is up to date will aid in quicker response times and efficiency when treating patients on the scene of an accident.

Insurance Office of America (IOA) is partnering with Fireman's Fund Insurance Company to donate \$8,100 to Cherokee County Fire and Emergency Services to purchase a variety of EMS equipment, including:

#### **EMS Tablets**

These tablets will allow rescue workers to access reference guides and pediatric guides for drug dosages within arms reach of their paramedics. The Fire Department will purchase twelve of these tablets.

#### **GPS Devices**

GPS systems (navigation systems) are used by firefighters to help locate an emergency in the quickest manner possible, minimizing response times and also the severity of an emergency. The fire station will purchase twelve of these systems to put inside their apparatus and eliminate all hard copy atlas books. This will aid in the response times and correct locations of 911 calls.

"Limited budgets often prevent us from purchasing updated equipment we need," said EMS Chief, Danny West. "This grant package fills a lot of voids and helps us respond to emergency calls and aid in response times in various emergency situations."

Cherokee County Commissioners, Fire and Emergency Services officials, employees and executives from IOA and Fireman's Fund will come together for a special public event where the grant package will be presented:

#### **Date / Time**

**Tuesday, February 7, 2012  
3:00 p.m.**

#### **Location**

**Cherokee County Administration Building  
1130 Bluffs Parkway  
Canton, GA 30114**

-more-

The grant is part of a nationwide philanthropic program funded by Fireman's Fund Insurance Company. The program is designed to provide needed equipment, training and educational tools to local fire department and burn prevention organizations. Since 2004, Fireman's Fund has issued grants to nearly 1,800 different organizations totaling more than \$29 million. Independent insurance agencies and brokers that sell Fireman's Fund products, like IOA, are able to direct these grants to support the fire service.

"We are honored to present Cherokee County Fire and Emergency Services with this donation, so they may continue to support the community," said Buddy Hodges of IOA. "We count on rescue workers in life's most difficult circumstances and it's wonderful to be able to help them acquire the EMS equipment they need to do their jobs effectively."

To visit Fireman's Fund's "Supporting Firefighters" Facebook page, go to <http://www.facebook.com/SupportingFirefighters>.

### **About Insurance Office of America**

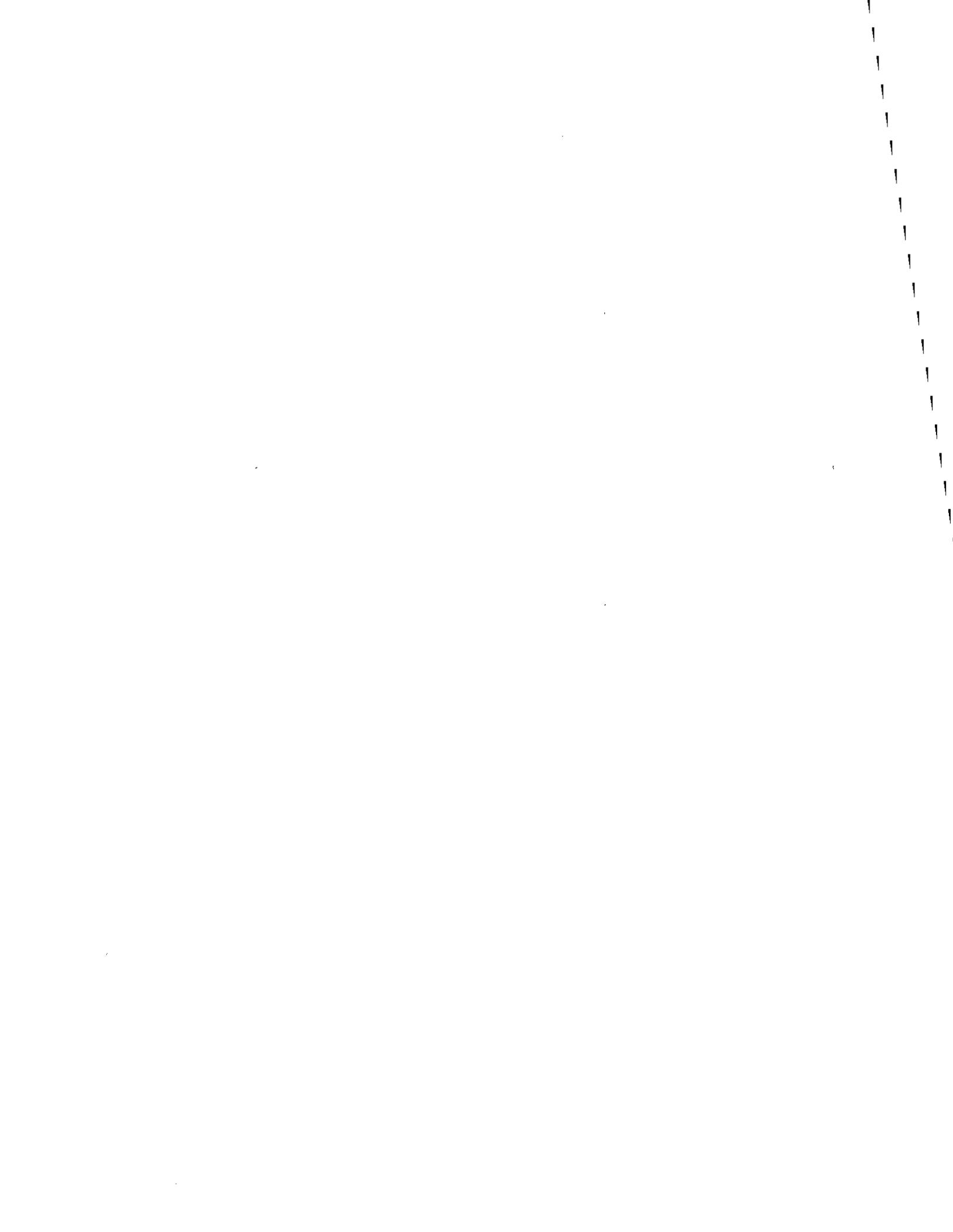
Insurance Office of America is a privately held, full-service insurance agency founded in 1988 and is one of the fastest-growing independent agencies in the U.S. IOA is Florida's largest privately-held insurance agency, ranks 17 on the Hales & Company Private Brokers/Agencies list and 40 on the Business Insurance® 100 Largest Brokers/Agencies of U.S. business list. The agency was named one of the top three Commercial Insurance Agencies of the year, 2005, by National Underwriter®. And locally, IOA receives high marks—the *Orlando Business Journal* awarded IOA 59th on the Central Florida's Golden 100 list, 2004; plus recognized IOA as one of the Best Places to Work, 2007. A member of Independent Insurance Agents of America, IOA's home office is located in Longwood, FL with 22 branch offices reaching eight states from coast to coast. Founder, John Ritenour, believes that social responsibility and corporate philanthropy are the cornerstones of a successful company and community. For more information, visit [www.ioausa.com](http://www.ioausa.com).

### **About Fireman's Fund Insurance Company**

Founded in 1863, Fireman's Fund Insurance Company is a premier property and casualty insurance company providing personal and commercial insurance products backed by industry-leading claims and risk management solutions. Fireman's Fund is a leader in high-net-worth, entertainment, and green insurance. Fireman's Fund is a member of the Allianz Group, one of the world's largest providers of property and casualty insurance, ranked 27th on *Fortune's Global 500* list of the world's largest corporations. For additional information, visit [www.firemansfund.com](http://www.firemansfund.com).

# # #

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# AGENDA

## Cherokee County Board of Commissioners

February 7, 2012 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

### CALL TO ORDER

CHAIRMAN AHRENS

### PLEDGE OF ALLEGIANCE

*"Veterans of U.S. military service may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007"*

### AMENDMENTS TO AGENDA

1. Under Chairman's Portion, Item D: Ratification of request to Cherokee Delegation to pass local legislation calling for a referendum in November 2012 regarding HOST (Homestead Option Sales Tax).
2. Under County Manager's Portion, Item 2.8: Ratification to the Amendment to the Cherokee County Soccer Association Agreement.
3. Under Consent Agenda, Item 1.7: Requesting approval of mileage reimbursement Commissioner Bosch for the ACCG Training Committee meeting in Monroe.
4. Proclamation for Rotary Day on February 23, 2012.

### PRESENTATIONS

### PROCLAMATION:

AMENDED: Proclaiming February 23, 2012 as Rotary Day in Cherokee County in celebration of its more than 107 years of service.

### ANNOUNCEMENTS

Cherokee County's website has earned the highest mark for transparency – an A+ grade from the Sunshine Review. You can view the report at [http://sunshinereview.org/index.php/Cherokee\\_County,\\_Georgia](http://sunshinereview.org/index.php/Cherokee_County,_Georgia).

**APPROVAL OF WORK SESSION MINUTES FROM JANUARY 17, 2012.**

**APPROVAL OF REGULAR MEETING MINUTES FROM JANUARY 17, 2012.**

**PUBLIC COMMENT**

**PUBLIC HEARING**

None Scheduled.

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**COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

- A. Summary of Board of Commissioners Retreat.
- B. Consider County Capital funding support of Commerce Parkway as part of the new Northside Hospital site development in Canton Place. Roadway and bridge over Canton Creek will connect at GA 140. Cherokee County is sponsor of this project with GDOT. Total estimated cost is \$8.5 Million with GDOT contributing 50% of project costs. Balance to be shared between Northside Hospital, City of Canton and Cherokee County.
- C. Consider resolution in support of updating/amending 1966 original text defining qualifying project scope within the constitutional authority's charter – CCDA (Cherokee County Development Authority).
- D. AMENDED: Consider ratification of request to Cherokee Delegation to pass local legislation calling for a referendum in November 2012 regarding HOST (Homestead Option Sales Tax).

**COMMISSION POST 1**

**HARRY B. JOHNSTON**

**COMMISSION POST 2**

**JIM HUBBARD**

**CONSENT AGENDA**

- 1.1 Consider approval of Intergovernmental Agreement as revised by the County Attorney with the City of Ball Ground and Cherokee County allowing the County to install public safety communications equipment to the Ball Ground water tank to improve coverage in Ball Ground and surrounding areas. This item was approved by the Board contingent upon approval of the County Attorney on October 18, 2011.
- 1.2 Consider approval of FY2013 GDOT grant application in the amount of \$850,845.00 for operating and capital expenses associated with the CATS 5311 Rural Public Transportation program. The County's obligation is \$301,103.00 (50% Match). Anticipated DHR reimbursement funds in the amount of \$206,636.00 will be used to off-set the County's match.
- 1.3 Consider the approval/disposal of a multi-way stop at the intersection of River Creek Drive and Chattooga Drive in Little River Crossing.
- 1.4 Consider approving the disposal of surplus equipment hardware from Cherokee Recreation and Parks Agency and the Tax Commissioner's Office.
- 1.5 Consider donating four (4) surplused Sheriff's Office patrol vehicles in disrepair with no value to the county to the Georgia Public Safety Training Center (GPSTC).
- 1.6 Consider Georgia Power Lighting Services Agreement for an estimated monthly charge of \$189.78 for lighting at the Waleska Splash Pad project.
- 1.7 AMENDED: Requesting approval of mileage reimbursement in the amount of \$115.50 to Commissioner Bosch for the ACCG Training Committee meeting in Monroe. (Commissioner Bosch serves on this committee.)

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## **COUNTY MANAGER**

- 2.1 Consider adoption of the proposed 2012 Annual Budget and ordinance as presented.
- 2.2 Consider approval of the contract as approved by the County Attorney with Rec1.com to provide web-hosted recreation and reservation software. This item was brought before the board on January 3, 2012 contingent upon approval of the County Attorney.
- 2.3 Consider approval to award RFP 2011-33 to Fisher Safety for the purchase of air flow testing of Self-Contained Breathing Apparatus (SCBA) in the amount of \$11,500.00. A second bid was received by American Safety & Fire Hose in the amount of \$13,994.00.
- 2.4 Consider approval of Change Orders in the total amount of \$45,000.00 to contractors for additional fencing and landscape/trees at the Soccer Complex at Blalock Road. Mauldin & Cook – ADD not to exceed \$25,000.00; Ed Castro Landscape – ADD not to exceed \$20,000.00.
- 2.5 Consider approval of a Professional Services Agreement with RCE Consulting to assist with surety bond update services for the Cherokee County Engineering Department in the amount of \$5,000.00. (Budgeted amount was \$30,000.00).
- 2.6 Consider approval to award Senior HOME Repair inspection services contract to Stephen L. Chalfant in the amount of \$2,800.00 per unit for a total contract amount of \$22,400.00, all of which will be reimbursed by the Home Program Grant through the Georgia Urban County Consortium (GUCC).  
  
Other bidders were NOVA Engineering at \$14,520.00 per unit and Chase Management at \$5,475.00 per unit.
- 2.7 Consider renewal of contract with Lee Technologies, Inc. to provide service/maintenance on the UPS (Uninterrupted Power Supply) equipment at the E 9-1-1 Center in the amount of \$7,280.00.

- 2.8 AMENDED: Consider ratification of Amendment to the Cherokee County Soccer Association Agreement approved during the January 17<sup>th</sup> BOC meeting, as modified by the County Attorney.
- 

### **COUNTY ATTORNEY**

- 3.1 Consider adopting a resolution authorizing the County Attorney to proceed with condemnation proceedings related to the East Bells Ferry Road Project.
- 3.2 Consider adoption of a resolution that indicates that the County intends to maintain all minutes of the Board of Commissioners' meetings electronically.

### **ADJOURN**

# Cherokee County Proclamation

*WHEREAS, Rotary International, founded on February 23, 1905 in Chicago, Illinois USA, is the world's first and one of the largest non-profit service organizations; and*

*WHEREAS, there are over 1.2 million Rotary club members comprised of professional and business leaders in over 34,000 clubs in 200 countries and geographic areas; and*

*WHEREAS, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and*

*WHEREAS, Rotary funds club projects and sponsors volunteers with community expertise to provide medical supplies, health care, clean water, food production, job training, and education to millions in need, particularly in developing countries; and*

*WHEREAS, Rotary in 1985 launched PolioPlus and spearheaded efforts with the World Health Organization, U.S Centers for Disease Control and Prevention; and UNICEF to immunize the children of the world against polio; and*

*WHEREAS, To date, Rotary has contributed nearly US\$1.2 billion and countless volunteer hours to the protection of more than two billion children in 122 countries; and*

*WHEREAS, Rotary has raised over \$202.6 million, exceeding the \$200 million in challenge grants received from the Bill & Melinda Gates Foundation, resulting in over \$555 million; and*

*WHEREAS, These efforts are providing much needed operational support, medical personnel, laboratory equipment and educational materials for health workers and parents; and*

*WHEREAS, In addition, Rotary has played a major role in decisions by donor governments to contribute over \$4 billion to the effort; and*

*WHEREAS, Rotary is the world's largest privately-funded source of international scholarships and promotes international understanding through scholarships, exchange programs and humanitarian grants; and*

*WHEREAS, Rotary's Group Study Exchange program has helped more than 67,000 young professionals explore their career fields in other countries; and*

*WHEREAS, 7,000 secondary-school students each year experience life in another country through Rotary's Youth Exchange program; and*

*Therefore, I, L.B. Ahrens, on behalf of Cherokee County, do hereby proclaim February 23, 2012 as Rotary Day in Cherokee County, and encourage all citizens to join me in recognizing Rotary International for its more than 107 years of service to improving the human condition in local communities around the world.*

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**L.B. Ahrens, Chairman**

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# Cherokee County, Georgia

**Cherokee County** is one of 159 counties in Georgia. Its county seat is Canton.

## Evaluation of website

*Main article: Evaluation of Georgia county websites*

This website was reviewed on January 30, 2012.

### The good

- County commissioners are posted with contact information.<sup>[1]</sup>
- The county has a useful transparency page.<sup>[2]</sup>
- Bid opportunities are posted.<sup>[3]</sup>
- A database of county contracts is posted.<sup>[4]</sup>
- A guide and form are provided for public records requests.<sup>[2]</sup>
- Audits<sup>[5]</sup> and budgets<sup>[6]</sup> are posted.
- Tax rates and tax information are available.<sup>[2]</sup>
- Meeting minutes, agendas, and videos are posted.<sup>[7]</sup>
- Administrative officials' contact information is provided on department pages.
- Zoning information is posted.<sup>[8]</sup>
- Building permits are posted,<sup>[9]</sup> and a website shows the status of current permits and applications.<sup>[10]</sup>
- The county discloses its lobbying activity, including hired lobbyist, membership to taxpayer-funded lobbying associations and membership dues.<sup>[2]</sup>



**GRADE: A+**

Budget	✓
Meetings	✓
Elected Officials	✓
Administrative Officials	✓
Permits, zoning	✓
Audits	✓
Contracts	✓
Lobbying	✓
Public records	✓
Local taxes	✓

✓ PRESENT

✗ MISSING

○ INCOMPLETE

## Public employees

### Elected officials

**2012 County Commissioners<sup>[1]</sup>**

Name	Position	Term Ends
Harry Johnston	Post 1	December 2014
Jim Hubbard	Post 2	December 2012

L.B. "Buzz" Ahrens Jr.	Chairman	December 2014
Karen Bosch	Post 3	December 2012
Jason A. Nelms	Post 4	December 2014

## Budget

### Change in fiscal year

Starting in 2012, the county is changing its fiscal year to run from October 1 to September 30 instead of its previous timeline of January 1 to December 31. Because of this, 2012 will be a "short year," spanning the 9 months between January 1, 2012, and September 30, 2012.<sup>[11]</sup>

### 2012 "short year" budget

#### 75% of 2011 Budget and Short-year 2012 Budget<sup>[11]</sup>

Fund	2011 Budget	2012 Proposed	% Change
General Fund	\$42,008,462	\$41,806,564	-0.5%
Major Operations	\$81,926,055	\$81,082,602	-1.0%
Other	\$5,631,046	\$5,214,624	-5.6%
<b>Total Operating</b>	<b>\$87,557,102</b>	<b>\$86,397,226</b>	<b>-1.3%</b>
Capital Related	\$46,216,798	\$45,921,549	-0.6%
<b>TOTAL</b>	<b>\$133,773,900</b>	<b>\$132,318,775</b>	<b>-1.1%</b>

### 2010 and 2011 budgets

The county had a budget of \$196.1 million in 2010 and \$178.4 million in 2011.<sup>[11]</sup>

## Taxes

### 2012

Proposed tax rates for 2012 are 5.365 for the general fund, 3.129 for the fire fund, and 0.641 for the parks bond.<sup>[11]</sup>

### 2011

#### 2011 Tax Levies<sup>[12]</sup>

Levy	2009	2010	2011
Net General Millage	4.381	4.720	5.694
Net Fire District Millage	2.742	2.950	3.209
Net Parks Bond Millage	0.580	0.628	0.666

## External links

- Cherokee County website
- Cherokee County on E-Reference
- Cherokee County Public Schools
- Cherokee County Chamber of Commerce
- Cherokee County History
- Cherokee County Sheriff's Office
- Cherokee County on Georgia.gov



## References

1. ↑ <sup>1.0 1.1</sup> Cherokee County "County Commissioners," Accessed January 30, 2012
2. ↑ <sup>2.0 2.1 2.2 2.3</sup> Cherokee County "Transparency Project," Accessed January 30, 2012
3. ↑ Cherokee County "RFPs," Accessed January 30, 2012
4. ↑ Cherokee County "Contracts," Accessed January 30, 2012
5. ↑ Cherokee County "Audits," Accessed January 30, 2012
6. ↑ Cherokee County "Budget Information," Accessed January 30, 2012
7. ↑ Cherokee County "Meeting Archives," Accessed January 30, 2012
8. ↑ Cherokee County "Zoning," Accessed January 30, 2012
9. ↑ Cherokee County "Building Forms," Accessed January 30, 2012
10. ↑ Cherokee County "Cherokee Status," Accessed January 30, 2012
11. ↑ <sup>11.0 11.1 11.2 11.3</sup> Cherokee County "2012 Proposed Budget Overview," Accessed January 31, 2012
12. ↑ Cherokee County "2011 Millage Rates," Accessed January 31, 2012



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By policy, minutes are not official until approved by the Board at a future regular meeting.

**CHEROKEE COUNTY**  
**BOARD OF COMMISSIONERS**

**Work Session**

**January 17, 2012**

**3:00 p.m.**

**Cherokee Hall**

**MINUTES**

The Chairman began at 3:06 p.m. with all members of the Board present by reading quotes from Mary Kay Ash, "Ideas are a dime a dozen, those who implement them are priceless". He went on to read quotes from Plato, Socrates, Mark Twain, Churchill, Thomas Edison and Ben Franklin.

The Chairman said that the city of Woodstock's City Manager Jeff Moon and Mayor Donnie Henriques were present, as well as engineer Mike Ross from Mike Ross and Associates to answer any questions regarding the resolution request from the City of Woodstock. Mr. Ross went over the proposed road plan.

Commissioner Nelms asked if it was correct that the proposed project would relieve 37% of the congestion from Towne Lake Parkway. Mr. Ross replied that that was correct.

Commissioner Johnston said that he understands that the road improvements are needed with or without the mall, but asked if Woodstock would object if the County caveated its commitment of this money to something that assures that the mall is actually going to happen. Mayor Donnie Henriques replied that they have approached this part of the road improvement totally independent of the Outlet Mall. He said that the City thinks that they have a good project and that it will stand on it's on.

Commissioner Hubbard asked what they would think about the County matching funds with the developer. Mr. Ross referred the question to Mr. Moon who said he thought matching funds would not be problematic.

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Chairman Ahrens asked if Horizon has made public the partnership with CBL and the reply was that it had gone public.

Mr. Cooper then gave an overview of the proposed 2012 budget.

Chairman Ahrens announced that there would be an amendment to the agenda under Commissioner Bosch's portion, a brief update on Blalock Road Soccer neighborhood requests.

Chairman Ahrens asked Mr. Cooper to give a brief summary on the Martin Luther King Unity Breakfast event held the past weekend. Mr. Cooper said that this was the 14<sup>th</sup> Annual MLK Unity breakfast and this year the County offered to host the event at the Conference Center. He said that the event was a huge success with approximately 600 people attending.

1. Discussion of Regular Agenda Items.

Mr. Cooper went over the **Consent Agenda**:

- Consider approval of contract amendment between Cherokee County and the Georgia Department of Human Services for increase in funding to the CATS demand response service.

Mr. Cooper then went over the items under the **County Manager's** portion:

- Consider approval of proposal from Routematch Software System for implementation of an Auto Vehicle Location and Mobile Data tablet management system for the CATS bus system in the amount of \$47,214.00.
- Consider approval of the issuance of \$11.41 Million General Obligation Park and Greenspace Bonds to the most competitive bidder.

Mr. Cooper said that Bank of America won the bid with the lowest rate at 1.90%. He turned the topic over to Mr. Bryce Holcomb who went over the bond details.

By policy, minutes are not official until approved by the Board at a future regular meeting.

- Consider of approval of Escrow Termination and Release Agreement for Victoria Crossing subdivision.
- Consider renewal of Conference Center Management Agreement with Eventmark, LLC. (Lorrie Keener) with modifications to allow automatic renewal with 30-day cancellation provision by either the county or Eventmark and to allow Eventmark to provide consultation, promote and sell complementary or event-related services and accept compensation for this work, excluding catering services.
- Requesting approval of a change order to the Professional Services Agreement with Ross Consulting Engineers, PC for addition services and compensation in an amount not to exceed \$9,000.00 for improvements at Blankets Creek.

Commissioner Hubbard commented that he had received compliments recently on the improvements at Garland Mountain. He said that he assumes that the improvements at Blankets Creek will generate similar compliments.

- Requesting approval of amendment to CSA Field Use Agreement for the soccer complex, to include terms for CSA payment of \$100,000.00, CSA responsibility for irrigation, and CSA responsibility for submittal and county review and approval of lighting plan.

Chairman Ahrens asked about the original date of the agreement. Mr. Cooper said that he thought it was March 2011. Commissioner Johnston asked about adding a provision that no lighting would be added except for on fields 1 through 5 for the duration of the contract.

Commissioner Bosch noted that the contract was not signed yet by the Soccer association. Mr. Cooper replied that he had wanted the Board to review the contract prior to getting signatures.

Chairman Ahrens asked Angie Davis about the qualifying fees under her portion. She replied that she understands that the resolution for setting qualifying fees was something that Christy Black was working on this and her office sent out a final to Christy this afternoon for the Board to review.

Commissioner Johnston mentioned that he ran into a member of the Republican Party and they had asked about using a room at the conference Center for conducting the qualifying process. Commissioner Johnston said that if we did for one that we would do for the other. Mr. Cooper said that he would run the dates by Lorrie Keener to check for availability.

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Chairman Ahrens reminded everyone that the retreat is next week. He said that he would have a fully detailed agenda out soon including a couple of the major attachments.

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The Chairman asked if there was anything else. Hearing none, Commissioner Hubbard made a motion to adjourn to Executive Session at 4:40 p.m. to discuss personnel issues, pending litigation and property acquisition. Commissioner Bosch seconded and the motion carried unanimously.

Executive Session to Follow





**Cherokee County Board of Commissioners**  
January 17, 2012                      CHEROKEE HALL 6:00 P.M.

**MINUTES**

**INVOCATION**

Commissioner Johnston gave the invocation.

**CALL TO ORDER**

**CHAIRMAN AHRENS**

Chairman Ahrens called the regular meeting to order at 6:07 p.m. Those present include Commissioner Harry B. Johnston; Commissioner Jim Hubbard; Vice Chair/Commissioner Karen Bosch; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

**PLEDGE OF ALLEGIANCE**

*"Veterans of U.S. military service may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007"*

Commissioner Hubbard led the Pledge of Allegiance.

**AMENDMENTS TO AGENDA**

1. Under Vice Chair/Commissioner Bosch's Section, A brief update on Blalock Road neighborhood requests.

Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

**PRESENTATIONS**

**ANNOUNCEMENTS**

Atlanta's Annual Walk for Cervical Cancer, "A Walk for Hope" is scheduled for Saturday, January 28, 2012 and is being hosted by the non-profit organization, The Spirit Foundation. January is cervical cancer awareness month and the event hopes to raise funds to assist in community awareness of this cancer.

Jennifer Culbertson with the Spirit Foundation spoke about the walk and gave statistics on cervical cancer. She said the fee is \$10 and that flyers were located out front. She encouraged everyone to participate by registering online at

[www.spiritfoundationinc.org](http://www.spiritfoundationinc.org) or by calling 678-596-3554. She added that 99.99% of the proceeds go towards providing free pap screens.

### **APPROVAL OF WORK SESSION MINUTES FROM JANUARY 3, 2012.**

Commissioner Hubbard made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

### **APPROVAL OF REGULAR MEETING MINUTES FROM JANUARY 3, 2012.**

Commissioner Johnston made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

### **PUBLIC COMMENT**

Three people had signed up but wanted to speak about the public hearing topic.

### **PUBLIC HEARING**

The Cherokee County Proposed 2012 Annual Budget is available for review on the Cherokee County website at [www.cherokeega.com](http://www.cherokeega.com). A hard copy of the budget is also available for review at the County Clerk's office from 8:00 a.m. to 5:00 p.m. at 1130 Bluffs Parkway, Canton, GA 30114. A public hearing is being held on Tuesday, January 17, 2012 at 6:00 p.m. in Cherokee Hall, 1130 Bluffs Parkway, Canton, GA 30114 at which time the public may comment on the budget.

Commissioner Hubbard made a motion to open the public hearing at 6:12 p.m.; Commissioner Johnston seconded and there was unanimous approval.

County Manager Jerry Cooper presented a slideshow and provided an overview of the proposed budget. He began by stating that this is a 9-month budget as we move toward an October 1 to September 30 fiscal year to allow in the future a truer cash base budget where most of the revenue will be generated within the same fiscal year. The proposed budget totals \$132.3 million, a reduction of nearly \$1.5 million from the 2011 comparable. He asked that the Board consider adopting the proposed budget after public input at the February 7<sup>th</sup> meeting. A copy of the presentation is attached as part of these minutes.

1. Carolyn Cosby had signed up to speak, opposing the budget. She said that she finds it inconceivable that with a budget barely able to make payroll with a \$5 Million shortfall next year that the Board is calling for a vote

tonight to borrow more money for non-essential parks projects which would invariably drive up taxes and raise the millage rate.

2. Mark Beavers spoke about the Parks Bond asking why we need so many parks in Cherokee County. He suggested that the County seek corporate sponsors to build the parks. He also suggested that parks be built next to schools and that the school board could maintain the parks.
3. Bill McNiff had signed up to speak but decided to pass when called on.
4. John Highland spoke against the proposed budget, asking the Board to please have some consideration for the people they represent.
5. Tom Ware spoke against the budget, particularly one item which was the EMS fund which is reported at an 85% collection rate. He said he recalled over a year ago that Mr. Cooper asked the Board to approve writing off \$3 Million in uncollected EMS funds. He said he hoped that the County would continue to try to collect these funds to keep from writing off \$3 Million in the future for uncollectable funds.
6. Jennifer Culbertson had signed up to speak but was not present when called on.

The Chairman asked the audience if anyone else like to speak.

7. Mike Haviland from Ball Ground in the city of Nelson asked to speak. He applauded the Commissioners in making an invaluable and strategic investment in parks and recreation for a long term value of increasing the quality of life for Cherokee County residents. He also applauded the administration and particularly Mr. Cooper for the budget, in taking preventive measures and major cutbacks that other counties are not doing.

Commissioner Hubbard made a motion to close the public hearing; Commissioner Nelms seconded and there was unanimous approval.

Commissioner Bosch said that she would like to add some clarification to the remarks about the EMS billing and write-off discussed earlier. She said that the majority of the write-off was from Medicare which we don't get back. She suggested to Mr. Cooper that something be posted on the website to address this because the service we are providing here is saving lives. Mr. Cooper said that he would be glad to post the details on the website and added that unfortunately with EMS and these type of services the County is very limited with what they can collect from Medicare and Medicaid and that a clear majority of the write-off was what we can't get back from federal and state.

Commissioner Hubbard asked if it was correct that we could not bill citizens for these costs. Mr. Cooper replied that we can bill but we cannot pursue collection. Commissioner Bosch further stated that the County is continuing efforts to collect the written off funds for the amounts that are not Medicare through a collection service. Commissioner Hubbard added that the write-off amount spanned over 3 to 5 years.

Commissioner Johnston agreed that very diligent efforts are still being made to collect and that the write-off was basically a bookkeeping entry to get that off the books because it does not appear probable that we will collect.

### **ZONING CASES**

<b>CASE NUMBER</b>	: 12-01-001
<b>APPLICANT</b>	: <b>James H. Brock</b>
<b>ZONING CHANGE</b>	: R-80 to AG
<b>LOCATION</b>	: East Cherokee Drive
<b>MAP &amp; PARCEL NUMBER</b>	: 15N22, Parcel 065
<b>ACRES</b>	: 7.25
<b>PROPOSED DEVELOPMENT</b>	: Family Farm
<b>COMMISSION DISTRICT</b>	: 2
<b>FUTURE DEVELOPMENT MAP</b>	: Suburban Living

### **PLANNING COMMISSION RECOMMENDATION : Denial**

Post Commissioner Hubbard commented that zoning to AG would not solve the problem so he was in support of the recommendation of the Planning Committee to deny the request.

Commissioner Hubbard made a motion to deny the request; Commissioner Johnston seconded and there was unanimous approval.

Commissioner Johnston commented that the area was primarily residential.

<b>CASE NUMBER</b>	: 12-01-002
<b>APPLICANT</b>	: <b>Ahmad Ghadamyari</b>
<b>ZONING CHANGE</b>	: LI to GC
<b>LOCATION</b>	: Highway 92 & Industrial Drive
<b>MAP &amp; PARCEL NUMBER</b>	: 15N06E, Parcels 252, 253
<b>ACRES</b>	: 1.32
<b>PROPOSED DEVELOPMENT</b>	: Assisted Living Facility/ Personal Care Home
<b>COMMISSION DISTRICT</b>	: 4
<b>FUTURE DEVELOPMENT MAP</b>	: Work Place Center

### **PLANNING COMMISSION RECOMMENDATION : Approval**

Post Commissioner Nelms commented that he had heard the case and was advising the Board to approve the Planning Committees recommendation to approve the request.

Commissioner Nelms made a motion to approve; Commissioner Bosch seconded and there was unanimous approval.

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## **COMMISSION BUSINESS**

### **CHAIRMAN**

### **L. B. AHRENS**

Consider City of Woodstock resolution / request for financial assistance related to Ridgewalk Parkway improvements.

Chairman Ahrens stated that the City of Woodstock Council recently approved a basic Outlet Mall project at Ridgewalk Parkway at the new interchange currently under construction. He said that part of the project is road works to be determined by need, particularly where Ridgewalk Parkway comes off the interchange towards Hwy. 5. The resolution is asking the County for \$700,000 for assistance in the expansion/widening of Ridgewalk Parkway. The cost would be a shift of funds that were earmarked for a SPLOST project related to the Arnold mill By-Pass which has stalled due to challenges with the Corp of Engineers among others. He noted that the Cherokee County Development Authority approved a tax abatement of \$4 Million over a 10-year period towards the project to offset infrastructure costs the developer will incur in realigning Woodstock Parkway.

Commissioner Hubbard asked if the contribution being asked from the County was tied to the contributions of the developer in the event the developer pulls out. He added that in Work Session he had mentioned the term 'matching funds'.

Commissioner Johnston added that matching funds was a good term and definitely the concept but the wording he was considering was 'contingent'.

Commissioner Johnston asked what the breakdown was with the contributions that Woodstock and the developer were investing. City Manager Jeff Moon replied that \$1.3 was from the City and \$700,000 was from the developer regarding Ridgewalk Parkway.

Commissioner Hubbard restated that we need to tie the County's contribution to the developers.

Angie Davis stated that she was under the impression that an Intergovernmental agreement was going to be entered into between the City of Woodstock and the County and that she thought it prudent to document the \$700,000 expenditure.

Commissioner Nelms asked if the condition would pose a problem with the City of Woodstock or the developer. Mr. Moon replied that the condition would not be a problem with the City of Woodstock and that the mayor had authorized the City to sign an IGA if the County requested it. A spokesperson present from Horizons replied that the condition was acceptable to Horizons.

Commissioner Nelms said that he thought it was important to note a couple of things regarding the roadway project; the breakeven point for cash flow would be in year one and the traffic relief from Towne Lake Parkway and surrounding areas.

Commissioner Johnston said that he felt it was a no brainer to contribute to a project that would begin paying the County a million a year the very next year. Commissioner Hubbard added that the location provided three major access points. The Chairman mentioned that it complimented the Aquatic Center. Commissioner Johnston added that although he did not think the County could sustain two outlet malls, that in the future, if the other project requested assistance from the County that we should certainly consider doing the same for them.

Angie Davis suggested that the board consider adding the following statement to the resolution before making a motion: The \$700,000 funding from the County is contingent upon the same amount in private funding being provided from Horizons Atlanta, LLC, in connection with its development of an Outlet Mall in the City of Woodstock, and subject to a satisfactory intergovernmental agreement being agreed upon between the County and the City of Woodstock.

Commissioner Nelms made a motion to approve the resolution request as stated by the County Attorney; Commissioner Hubbard seconded.

The Chairman asked if anyone else had a comment. Vice Chair/Commissioner Bosch stated that she would not be supporting the project and added that it was not personal with the City. She said that she was working with them on the trails and would continue to do so. She said that in her view this isn't a matter of which mall should be built and where as those are private enterprise matters and market forces would determine where they need to be built, this is about the \$700,000 for the road project. She said that she was not comfortable with the road plan but supportive of business and revenue.

The Chairman said that there was a motion and a second and called for a vote. The motion was approved with a 4-1 vote with Vice Chair/Commissioner Bosch voting nay.

**COMMISSION POST 1**

**HARRY B. JOHNSTON**

Acceptance of Harmony Oaks Trail (approx 0.2 mile) as-is for county maintenance, subject to receipt of ROW deeds and \$20,000 from First Cherokee State Bank toward the cost of maintenance that will be needed after most homes on the street are completed.

Commissioner Johnston designated that the County adopt the .2 miles of road as-is for county maintenance.

**VICE CHAIR/COMMISSION POST 2**

**JIM HUBBARD**

**Vice Chair/COMMISSION POST 3**

**KAREN BOSCH**

Amended: Vice Chair/Commissioner Bosch gave a brief update on the Soccer Complex. Now that we are completing the landscaping for the Soccer Complex, we have also been working with the residents along Blalock Road regarding a Street Scape plan. She said that she had been working with staff for an acceptable plan to develop a street scape for Blalock and the Soccer Complex that can be presented to the residents. She said that the goal was to stay within the allocated budget but it wasn't the driving force of the plan. She said that she was planning to meet with the resident group on Monday to share the plan and she would bring back their comments to the board.

**COMMISSION POST 4**

**JASON NELMS**

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Chairman Ahrens asked Mr. Cooper to give a brief description of the Martin Luther King Unity Breakfast that was held over the weekend. Mr. Cooper said that the event is normally held at the Allen Temple A.M.E. church but this year the County offered to host the event at the Cherokee Conference Center. He said that they were guessing that there would be approximately 250 people to attend the event and over 600 attended.

## **CONSENT AGENDA**

- 1.1 Consider approval of contract amendment between Cherokee County and the Georgia Department of Human Services for increase in funding to the CATS demand response service.

Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

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## **COUNTY MANAGER**

- 2.1 Consider approval of proposal from Routematch Software System for implementation of an Auto Vehicle Location and Mobile Data tablet management system for the CATS bus system in the amount of \$47,214.00.

Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

Commissioner Johnston commented that the project used grant funds that could only be used towards projects of this nature.

- 2.2 Consider approval of the issuance of \$11.41 Million General Obligation Park and Greenspace Bonds to the most competitive bidder.

Commissioner Johnston made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

- 2.3 Consider of approval of Escrow Termination and Release Agreement for Victoria Crossing subdivision.

Vice Chair/Commissioner Bosch made a motion to approve; Commissioner Nelms seconded and there was unanimous approval.

- 2.4 Consider renewal of Conference Center Management Agreement with Eventmark, LLC. (Lorrie Keener) with modifications to allow automatic renewal with 30-day cancellation provision by either the county or

Eventmark and to allow Eventmark to provide consultation, promote and sell complementary or event-related services and accept compensation for this work, excluding catering services.

Vice Chair/Commissioner Bosch made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

Commissioner Hubbard commented that he had met with Lorrie Keener and a wedding in December had already been booked, so the multi-year function of the contract fit with long-term planning of events.

2.4 Requesting approval of a change order to the Professional Services Agreement with Ross Consulting Engineers, PC for addition services and compensation in an amount not to exceed \$9,000.00 for improvements at Blankets Creek.

Vice Chair/Commissioner Bosch made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

2.5 Requesting approval of amendment to CSA Field Use Agreement for the soccer complex, to include terms for CSA payment of \$100,000.00, CSA responsibility for irrigation, and CSA responsibility for submittal and county review and approval of lighting plan.

Commissioner Johnston said that he would like to add to the amended agreement that 'no lighting would be provided other than at fields 1 through 5' for the duration of the contract.

Commissioner Johnston made a motion to approve with the added statement; Commissioner Hubbard seconded and there was unanimous approval.

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### **COUNTY ATTORNEY**

3.1 Consider approval of resolution to set qualifying fees for the various County offices within Cherokee County for the 2012 General Election pursuant to (O.C.G.A.) §21-2-131(a)(1)(A).

By policy, minutes are not official until approved by the Board at a future regular meeting.

Angie Davis discussed the resolution presented to the Board to set the qualifying fees for the upcoming General Election. She stated that the fees were set by statute and not discretionary. She added that this was almost identical to the resolution set in 2008.

Commissioner Hubbard made a motion to approve; Vice Chair/Commissioner Bosch seconded and there was unanimous approval.

## **ADJOURN**

The Chairman asked if there was any further business. Hearing none, Commissioner Hubbard made the motion to adjourn at 7:42 p.m.; Commissioner Johnston seconded and the motion received unanimous approval.

(B)



# NORTHSIDE HOSPITAL

January 24, 2012

Mayor of Canton and City Council Members  
151 Elizabeth Street  
Canton, Georgia 30114  
Attention: Mayor Gene Hobgood

Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, Georgia 30114  
Attention: Chairman L.B "Buzz" Ahrens

Re: Funding of the Construction of New Northside Cherokee Hospital and Roadway.

Mayor Hobgood and Chairman Ahrens:

As you are aware, due to the growing population and community utilization of the existing Northside Cherokee Hospital (the "Hospital"), and due to limitations and capacity constraints, Northside Hospital, Inc. ("Northside") desires to relocate the Hospital to Northside-owned land in a currently undeveloped area in Canton, Georgia, which will be known as Canton Place. The new site will have high visibility from major roads and thoroughfares, will be convenient and accessible for all community residents, and will be developed around Northside's family-centered care philosophy of excellent service. The replacement hospital will continue the spirit of Northside's ongoing commitment to Cherokee County in providing state-of-the-art medical facilities. This continued commitment translates into a first phase expenditure of \$250 million.

Northside appreciates the efforts of the City of Canton and Cherokee County in securing \$4.3 million dollars from the GDOT for the construction of the Phase II section of the roadway connecting SR 20 to SR 140. Northside's further commitment to the City of Canton and Cherokee County will come in the form of a cash commitment of one-third of the remaining construction costs. It is Northside's hope that the City of Canton and Cherokee County will match Northside's commitment by providing the remaining two-thirds of the construction costs in order to ensure that Northside develops the best health facilities possible.

Very truly yours,

Billy Hayes  
Chief Executive Officer  
Northside Hospital-Cherokee

**From:** "Golden, Keith" <[kgolden@dot.ga.gov](mailto:kgolden@dot.ga.gov)>

**Date:** December 22, 2011 11:29:49 AM EST

**To:** "[gmorton@cherokeeega.com](mailto:gmorton@cherokeeega.com)" <[gmorton@cherokeeega.com](mailto:gmorton@cherokeeega.com)>

**Cc:** Brandon Beach <[Bbeach@gnfcc.com](mailto:Bbeach@gnfcc.com)>, "Gable, Terry" <[tgable@dot.ga.gov](mailto:tgable@dot.ga.gov)>

**Subject:** Hospital Roadway

Geoff:

We have reviewed the funding available and discussed with Mr. Beach. GDOT set aside \$4 million dollars of the Local Maintenance and Improvement Program for Economic Development Opportunities in FY 12 for the entire state. GDOT is prepared to provide \$3 million or 75 % of our entire budget for this project in support of the job creating opportunities. GDOT would also honor our previous agreement with Cherokee County that still has a balance of \$1.3 million dollars . We recommend Cherokee County set-aside 700k of your 2013 LMIG funds then we could get to \$5 million total for the project that would also leave you around 500k for resurfacing projects.

1.3 M – previous commitment balance

3.0 M– LMIG Economic Development Set-Aside

.7 M– Cherokee County FY 13 LMIG

5.0 M

Let us know how you want to proceed. Of course the federal option is still on the table, but we know that is probably not realistic.

Thanks

Keith Golden, P.E

GDOT

[kgolden@dot.ga.gov](mailto:kgolden@dot.ga.gov)

(404) 631-1005



**A RESOLUTION  
BY  
THE CHEROKEE COUNTY  
BOARD OF COMMISSIONERS**

A resolution requesting and authorizing the local legislative delegation to introduce legislation at the regular 2012 session of the General Assembly of Georgia to authorize an election concerning the imposition of a Homestead Option Sales Tax in the special district the boundary of which is conterminous with Cherokee County, Georgia; to provide an effective date; to repeal conflicting laws; and for other purposes.

**WHEREAS**, Cherokee County residents continue to struggle as Georgia unemployment rates remain high, the decline of the real estate market persists; and the overall economic downturn continues; and

**WHEREAS**, property tax relief will assist Cherokee County residents in these financially challenging times; and

**WHEREAS**, O.C.G.A. § 48-8-100, *et seq.*, authorizes counties to impose a Homestead Option Sales Tax ("HOST") and to use the resulting revenue to provide an offset on county property taxes; and

**WHEREAS**, O.C.G.A. § 48-8-100, *et seq.*, authorizes proceeds from a HOST to be used, in part, for certain capital outlay projects and services;

**WHEREAS**, HOST measures enacted in other Georgia counties have reduced homestead owners' property taxes while providing an alternate revenue stream to fund county government operations; and

**WHEREAS**, implementation of a HOST in Cherokee County will provide property tax relief to Cherokee County home owners while maintaining Cherokee County's ability to provide essential governmental services.

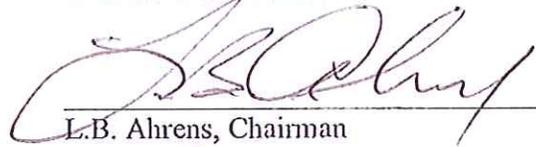
**NOW, THEREFORE, BE IT RESOLVED**, that the Cherokee County Board of Commissioners respectfully requests that the local legislative delegation introduce legislation at the 2012 session of the

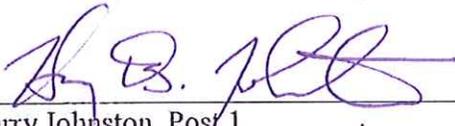
Georgia General Assembly authorizing an election concerning the imposition of a Homestead Option Sales Tax in accordance with O.C.G.A. § 48-8-100, *et seq.*, in the special district the boundary of which is conterminous with Cherokee County, Georgia, with said legislation to be substantially as presented to accomplish the purposes as set forth in the proposed legislation attached hereto as Exhibit "A", which is hereby adopted and approved by the Board of Commissioners of Cherokee County.

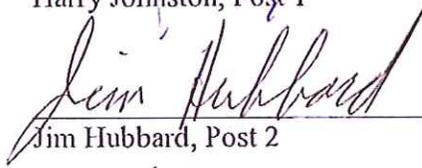
**BE IT FURTHER RESOLVED**, that this Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** by the Board of Commissioners of Cherokee County, Georgia this 3rd day of January, 2012.

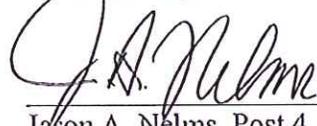
**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

  
L.B. Ahrens, Chairman

  
Harry Johnston, Post 1

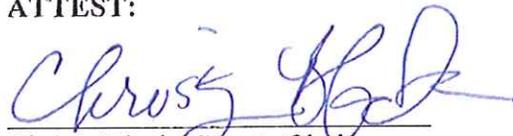
  
Jim Hubbard, Post 2

  
Karen Bosch, Post 3

  
Jason A. Nelms, Post 4



**ATTEST:**

  
Christy Black, County Clerk

**A BILL TO BE ENACTED**

**AN ACT**

**No. \_\_\_\_ (House/Senate Bill No. \_\_\_\_)**

To provide for a homestead exemption for certain residents of Cherokee County from ad valorem taxes for county purposes in an amount as determined from the proceeds generated from the collection of the retail homestead option sales and use tax; to provide for definitions; to specify the terms and conditions of the exemption and the procedures relating thereto; to provide for applicability; to provide for a referendum and effective dates, to provide for automatic repeal under certain conditions; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

**SECTION 1.**

- (a) For purposes of this Act, the terms used in this Act shall have the same meaning as such terms are defined in Article 2A of Chapter 8 of Title 48, the “Homestead Option Sales and Use Tax Act,” as amended.
- (b) Each resident of Cherokee County is granted an additional exemption on that person’s homestead from all Cherokee County ad valorem taxes for county purposes in an amount authorized by and calculated pursuant to Article 2A of Chapter 8 of Title 48 of the O.C.G.A., as amended, for the immediately preceding taxable year as determined by the tax commissioner of Cherokee County. This homestead exemption shall commence on January 1 of the year immediately following the first complete calendar year in which the sales and use tax was levied under Article 2A. The value of the homestead in excess of the amount exempted by this section shall remain subject to taxation.
- (c) The tax commissioner of Cherokee County or the designee thereof shall provide application forms for the exemption granted by this Act and shall require such

information as may be necessary to determine the initial and continuing eligibility of the owner for the exemption.

- (d) The exemption shall be claimed and returned as provided in Code Section 48-5-50.1 of the O.C.G.A., as amended. The exemption shall be automatically renewed from year to year as long as the owner occupies the residence as a homestead. It shall be the duty of any person granted the homestead exemption under this Act to notify the tax commissioner of Cherokee County or the designee thereof in the event that person for any reason becomes ineligible for that exemption. Any person who, as of January 1, 2012, has applied for and is eligible for the \$2,000.00 homestead exemption provided by Code Section 48-5-44 of the O.C.G.A. shall be eligible for the exemption granted under this Act without further application if that person has applied for and been eligible for the immediately preceding year of such exemption.
- (e) The exemption granted by this Act shall not apply to or affect any state ad valorem taxes, Cherokee County school district ad valorem taxes for educational purposes, or municipal ad valorem taxes for municipal purposes. The homestead exemption granted by this Act shall be in addition to and not in lieu of any other homestead exemption applicable to Cherokee County ad valorem taxes for county purposes.
- (f) The exemption granted by this Act shall only become effective if the electors of the special district the boundary of which is conterminous with Cherokee County approve the imposition of a homestead option sales and use tax pursuant to Article 2A of Chapter 8 of Title 48 of the O.C.G.A., as amended, at a special election conducted on the date provided for under Section 2 of this Act.
- (g) The exemption granted by this Act shall apply to all taxable years beginning on or after January 1 of the year specified by subsection (b) of this section.

## SECTION 2.

Unless prohibited by the federal Voting Rights Act of 1965, as amended, the election superintendent of Cherokee County shall call and conduct an election as provided in this section for the purpose of submitting this Act to the electors of Cherokee County for approval or rejection. The election superintendent shall conduct that special election on November 6, 2012. The election superintendent shall issue the call and conduct that election as provided by general law. The superintendent shall cause the date and purpose of the election to be published once a week for two weeks immediately preceding the date thereof in the official organ of Cherokee County. The ballot shall have written or printed thereon the words:

- YES      Shall a retail homestead option sales and use tax of 1 percent be levied within the special district within Cherokee County for the purpose of funding capital outlay projects and of funding services to replace revenue lost to an additional homestead exemption of up to 100 percent of the assessed value of homesteads from county taxes for county purposes?"
- NO

All persons desiring to vote for approval of the Act shall vote "Yes," and those persons desiring to vote for rejection of the Act shall vote "No." If more than one-half of the votes cast on such question are for approval of the Act, then Section 1 of this Act shall become of full force and effect immediately and shall be applicable to all taxable years specified by subsection (b) of Section 1. If Section 1 of this Act is not so approved, if the election is not conducted as provided in this section, or if the condition specified in subsection (f) of Section 1 of this Act is not met, Section 1 of this Act shall not become effective and this Act shall be automatically repealed on December 31, 2012. The expense of such election shall be borne by Cherokee County. It shall be the election superintendent's duty to certify the result thereof to the Secretary of State.

## SECTION 3.

Except as otherwise provided in Section 2 of this Act, this Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

**SECTION 4.**

All laws and parts of laws in conflict with this Act are repealed.

Cherokee County, Georgia  
Agenda Request

SUBJECT: Intergov. Agreement with Ball Ground MEETING DATE: February 7, 2012

SUBMITTED BY: Jason Jenkins, E911

COMMISSION ACTION REQUESTED:

Consider approval of the revised Intergovernmental Agreement between the City of Ball Ground and Cherokee County. (Previous version before County Attorney revisions was approved by the Board on October 18, 2011.)

FACTS AND ISSUES:

This agreement is to allow Cherokee County to install public safety communications equipment to the Ball Ground water tank, to improve coverage in Ball Ground and the surrounding areas.

BUDGET: No impact to budget.

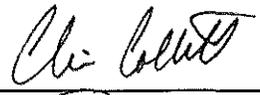
Budgeted Amount:	\$68,799.72	Account Name: SPLOST
Amount Encumbered:	\$	Account#:322-3800-0000-00-00-523200-5742
Amount Spent to Date:	\$	
Amount Requested:	\$	
Remaining Budget:	\$	

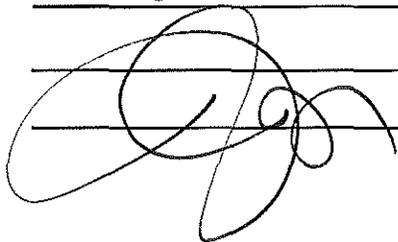
Budget Adjustment Necessary: No

ADMINISTRATIVE RECOMMENDATION:

To approve the revised Intergovernmental Agreement with City of Ball Ground.

REVIEWED BY:

DEPARTMENT HEAD: 

COUNTY ATTORNEY: 

COUNTY MANAGER: 

State of Georgia  
County of Cherokee

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**Intergovernmental Agreement  
For Cherokee County  
To Install Public Safety Radio Frequency  
Receiver Equipment on Old Canton Road Water Tank**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between the City of Ball Ground, Georgia, a Municipal Corporation, lying wholly within the County of Cherokee, Georgia, hereinafter referred to as the "City," and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the "County," (collectively "Parties").

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**WITNESSETH**

**WHEREAS**, the City, possesses the proper site location to install Public Safety Radio Receiver equipment and antennas to include, but not be limited to, receivers, dipole antennas, cabling, UPS system, etc. upon the City's water tank located near 445 Old Canton Road, Ball Ground, GA Georgia (the "Site"); and

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**WHEREAS**, the County has contracted with Diversified Electronics Incorporated, a company that possesses the staff and equipment to provide such installation for the County and desires to provide such installation for the County; and

**WHEREAS**, the City possesses the capability to provide a generator to power the equipment provided by the County under this Agreement, a phone line to connect to the equipment provided by the County under this Agreement, and a fence to be installed around the Site;

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**WHEREAS**, the City and County are authorized by Art. IX, Sec. III, Par. 4 of the Constitution of the State of Georgia to enter into such an Agreement;

WHEREAS, the City and County desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of their respective citizens;

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WHEREAS, the City and County desire to promote the health, safety and welfare and the best interests of their respective citizens and believe that the best interests of their respective citizens will be served by the Project, as described below in this Agreement; and

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WHEREAS, the pParties further believe that the Project provides value to both PartiesCounty's willingness to undertake this Project provides a valuable service to the City.

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NOW, THEREFORE, in consideration of the following mutual obligations of the pParties, the mutual benefits to the pParties hereto and all of the citizens they represent, and other good and valuable consideration as set forth hereinbelow, premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County hereby enter into this Intergovernmental Agreement and agree as follows;

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**I.**  
**SERVICES; FEES**

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The services and fees described in this Section 1 of the Agreement shall be collectively referred to as the "Project".

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**1.1 Services Provided by the County and Related Fees**

a. **County Work:** The County, through its contract with Diversified Electronics Incorporated, shall purchase and install Public Safety radio receivers and all necessary equipment for Fire Department, Fire Department TAC 6, Sheriff's Department TAC 1, Sheriff's Department TAC 6, and Sheriff's Department TAC 8 (collectively "County Equipment") (the "WorkProject") at and upon the City water tank located near 445 Old Canton Road, Ball Ground, GA Georgia (the "Site").

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~~1.1b. The cost to purchase, install~~ costs to purchase, install, and maintain the ~~equipment~~ County Equipment shall be borne by the County, and the County will retain ownership of ~~thesuch~~ County ~~e~~Equipment during the ~~f~~Term of this Agreement.

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~~1.2-c. The City shall have the right, within forty-eight (48) hours of the~~ County's completion of the ~~Work~~ Project County Work; to;

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- ~~i. (1) To~~ conduct an inspection of the Site and the ~~Project~~ County Work; and (2)
- ~~ii. N~~otify the County in writing of any deficiencies in the ~~Work~~ revealed by such inspection.

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The County shall address any such deficiencies in a timely manner and to the reasonable satisfaction of the City. Thereafter, the County shall have ~~total~~ the sole obligation to the installed ~~equipment~~ regarding the ~~Work~~, including but not limited to any obligation of monitoring ~~or~~ and maintaining the ~~e~~County Equipment installed in connection with the ~~Project~~ maintenance of the ~~Work~~. Except as otherwise provided in this Paragraph 1.3, neither the County nor the City makes any warranties or assurances regarding the ~~Work~~ Project. The City agrees that the County's total liability, if any, to the City under this Agreement will be limited to the ~~costs~~ of the ~~e~~County Equipment installed.

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**1.2 Services Provided by the City and Related Fees**

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a. **City Work:** The City shall purchase and install (1) a generator capable of providing the necessary power to run the County Equipment, (2) a fence to be installed around the Site, and (3) a phone line to be connected to and used in connection with the County Equipment (collectively "City Equipment") at and upon the Site.

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b. The costs to purchase, install, and maintain the City Equipment shall be borne by the City, and the City will retain ownership of such City Equipment during the Term of this Agreement.

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c. The County shall have the right, within forty-eight (48) hours of the City's completion of the City Work (1) to conduct an inspection of the Site and the City Work and (2) notify the City in writing of any deficiencies revealed by such inspection. The City shall address any such deficiencies in a timely manner and to the reasonable satisfaction of the County. Thereafter, the City shall have the sole obligation of monitoring and maintaining the City Equipment installed in connection with the Project.

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d. During the term of this Agreement, the City shall ensure proper maintenance and upkeep of the Site so that the County Equipment can be maintained as anticipated and in working order, and the City shall provide unlimited and perpetual access to the Site by authorized personnel from the County and/or Diversified Electronics Incorporated for the purpose of conducting reasonable and routine maintenance, upgrades, and/or replacements of the County Equipment installed that is in-related to the WorkProject.

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1.3 Except as otherwise provided in this Sections 1.1(c) and 1.2(c), neither the County nor the City makes any warranties or assurances regarding the Project.

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2. **TERM; TERMINATION**

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2.1. —The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall ~~continue~~ have a duration until ~~December 31, 2012~~ of fifty (50) years, as allowed by Article IX, Section III, Paragraph I of the Constitution of the State of Georgia.

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~~The County and the City may, upon mutual consent of both parties review of this agreement within ninety (90) days of the expiration date, opt to renew the terms of this aAgreement. In no event, however, shall the term of this Agreement exceed fifty (50) years.~~

2.2 The County may remove the equipment and terminate this Agreement for convenience at any time, provided the County provides thirty (30) days written notice to the City.

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3.  
**INSURANCE**

During the term of this Agreement, the City and County agree to maintain structural and liability insurance on the Site and the Project so as to fulfill their obligations under this Agreement, including liability under Section 9 of this Agreement.

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4.  
**ASSIGNMENT OR TRANSFER**

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any Pparty.

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5.4.  
**NOTICES**

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (Bb) United States

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Certified Mail – Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, ~~mailed~~ signed for, or otherwise delivered shall be deemed the date of the service of such notice.

City of Ball Ground:

Attn: Mayor  
215 Valley Street  
PO Box 285  
Ball Ground, GA 30107

Cherokee County:

Chairman  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, GA 30114

Future changes in address shall be effective upon written notice being given by the City Manager to the County Manager or by the County Manager to the City Manager via one of the delivery methods described in this Section.

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**GENERAL PROVISIONS OF THIS AGREEMENT**

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5.16.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement;

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5.26.2 No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, ~~or to insist upon strict compliance by the other party with this Agreement,~~ and no custom or practice of either party at variance with the terms

and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other pParties hereto with the terms and conditions of this License Agreement.

5.36.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the sState of Georgia. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Cherokee County, Georgia.

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6.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the pParties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction than that an instrument is to be construed more strictly against the party who prepared the same.

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6.5 This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

6.6 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

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6.16.7 This Agreement shall inure to the benefit of, and be binding upon, the respective pParties' successors.

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**ENTIRE AGREEMENT**

—This Agreement supersedes all prior oral or written negotiations, discussions, statements and agreements between the pParties regarding the subject of this Agreement and constitutes the full, complete and entire understanding and agreement between the pParties with respect to the ~~Project~~subject matter of this Agreement; ~~no~~. No member, officer, employee, representative, or agent of either party has authority to make, or has made, and a statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement; No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing and, properly signed by both pParties.

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**AUTHORITY TO ENTER INTO AGREEMENT**

—Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government in accordance with applicable laws and spread upon the Minutes thereof. Accordingly, each party ~~both~~ waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof. The Parties hereto agree that this Agreement is an intergovernmental agreement, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

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**INDEMNIFICATION AND HOLD HARMLESS**

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9.1 —~~To the extent permitted under Georgia law, (The City and County does hereby~~  
~~agree, to the extent, if any, allowed by law, to indemnify, defend, and hold~~  
~~harmless the County, elected and appointed officials, boards, commissions, each~~  
~~other, each party's officers, agents, servants, and employees (hereinafter referred~~  
~~to collectively as "County Parties") from any and all injuries, claims, actions,~~  
~~lawsuits, losses or damages, judgments, costs, expenses or liabilities of any kind~~  
~~whatsoever, including but not limited to, attorneys' fees and costs of defense~~  
~~(hereinafter collectively referred to as "Liabilities"), arising out of, related to, or~~  
~~resulting from the City's breach or either party's performance of its obligations~~  
~~under this Agreement. This indemnity obligation does not include Liabilities~~  
~~caused by or resulting from sole negligence of the County Parties.~~

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9.2 ~~To the extent permitted under Georgia law, the County does hereby agree to~~  
~~defend, to indemnify, defend, and hold harmless the City, its elected and~~  
~~appointed officials, boards, commissions, officers, agents, servants, and~~  
~~employees (hereinafter collectively referred to as "City Parties") from any and all~~  
~~Liabilities arising out of, related to, or resulting from the County's breach or~~  
~~performance of this Agreement. This indemnity obligation does not include~~  
~~Liabilities caused by or resulting from the sole negligence of the City Parties.~~

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9.3 ~~The indemnification and hold harmless provisions of this Agreement shall~~  
~~survive expiration or termination of this Agreement for any claims that may be~~  
~~filed after the expiration or termination date of the Agreement, provided that the~~  
~~claims are based upon or arise out of actions that occurred during performance of~~  
~~this Agreement.~~

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9.4 ~~Nothing herein shall be construed as creating any individual or personal liability~~  
~~on the part of any County or City Employee.~~

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**NO THIRD PARTY RIGHTS**

This Agreement shall be exclusively for the benefit of the pParties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

IN WITNESS WHEREOF, the pParties have hereunto set their hands and affixed their seals this \_\_\_\_ day of \_\_\_\_\_, 201\_\_4.

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City of Ball Ground

Cherokee County

By: A. R. (Rick) Roberts, III, Mayor

By: L. B. Ahrens, Jr., Chairman

Attest: \_\_\_\_\_  
(City Clerk (Seal))

Attest: \_\_\_\_\_  
County Clerk (Seal)



1.2

**Cherokee County, Georgia  
Agenda Request**

---

SUBJECT: FY 2013 Section 5311 Grant Application      MEETING DATE: February 21, 2012  
Between Georgia Department of Transportation  
And CATS

SUBMITTED BY: Geoffrey Morton

---

COMMISSION ACTION REQUESTED:

Consider approval of FY 2013 GDOT grant application in the amount of \$850,845.00 for operating and capital expenses associated with the CATS 5311 Rural Public Transportation program. Cherokee County's obligation to be \$301,103.00.

---

FACTS AND ISSUES:

The FY 2013 5311 GDOT application is the standard document that Cherokee County must approve annually to initiate steps for the GDOT annual contract (to be presented at a later date) for funding of the CATS 5311 Rural Public Transportation Program.

The Georgia Department of Transportation (GDOT) provides reimbursement funds to the County for the County's Rural Transportation Program; 5311, as well as capital to replace the aged bus fleet. The County is obligated to provide a 50% match of operating expenses, in this case \$301,103.00. Anticipated DHR annual funds in the amount of \$206,636.00 will be used to off-set the County's match.

For comparison, in FY 2012, the County is currently receiving \$231,732.00 (vs. \$301,103.00 proposed) in Federal 5311 funds through the current GDOT annual contract.

Additionally, this contract calls for the purchase of several replacement buses, totaling \$310,800.00, of which the state and County will split the 20% local match, with the County's portion being \$31,080.00.

---

BUDGET:

Budgeted Amount:	\$850,845.00	Account Name:	5311 Rural Transportation
Federal Portion:	\$518,663.00	Account #:	2.5541.000
County Portion:	\$301,103.00		
State Portion:	\$ 31,080.00		

---

ADMINISTRATIVE RECOMMENDATION:

Approval of FY 2013 GDOT grant application in the amount of \$850,845.00 for operating expenses associated with the CATS 5311 Rural Public Transportation program. Cherokee County's obligation to be \$301,103.00.

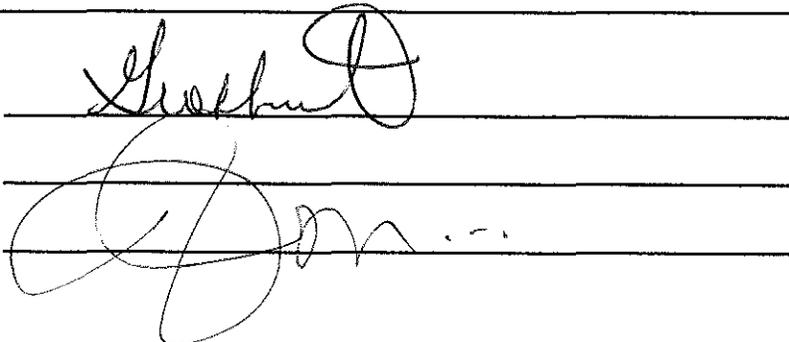
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REVIEWED BY:

DEPARTMENT HEAD: \_\_\_\_\_

COUNTY ATTORNEY: \_\_\_\_\_

COUNTY MANAGER: \_\_\_\_\_



Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

January 10, 2012

Ms. Barbara Shearin  
Cherokee County  
1130 Bluffs Parkway  
Canton, GA 30114

**SUBJECT: SECTION 5311 GRANT APPLICATION FOR FY 2013**

Dear Ms. Shearin:

It is time once again to begin the application cycle for the FY 2013 Rural Public Transportation grants. I have attached several documents to help make this process go as smooth as possible.

**There is a legal ad that needs to be published as soon as possible. Pease obtain an affidavit attesting to the publication.**

**The sample FTA Certifications and Assurances for Federal Assistance (Exhibit 5) should be sent to the County Attorney for the Opinion of Counsel. Please ensure that this document is placed on the attorney's letterhead stationery.**

**The Authorizing Resolution (Exhibit 7) should be typed on County letterhead and presented to the Commission for adoption as soon as possible.**

I have also attached instructions on completing the Exhibits.

**Please have all completed application information to this office by Wednesday, February 29, 2012. If you have any questions, feel free to call me at (770) 387-5496.**

Sincerely,

A handwritten signature in cursive script that reads "Freida Black".

Freida Black  
Public Transportation Coordinator

Enclosures

**PLEASE ASK COUNTIES TO FOLLOW INSTRUCTIONS VERY CAREFULLY  
REGARDING THE EXHIBITS:**

1. **EXHIBIT 5** - Have the County Commissioner Chairman or Mayor and County Attorney to sign this document and return original to you by February 29, 2012. You may want to provide your attorney a copy of "Appendix K" which covers these certifications and assurances.
2. **EXHIBIT 6** - Have the County Commissioner Chairman or Mayor to sign this form and return original to you by February 29, 2012. Tell counties you have sent exhibit to State Clearinghouse and MPO; however, if exhibit comes back to local government, please send it to you as soon as possible. DO NOT SEND THIS EXHIBIT TO THE RDC.
3. **EXHIBIT 7 - (AUTHORIZING RESOLUTION)** Passed at the next Commissioner's Meeting. Ask County to make sure resolution is properly witnessed and notarized including the date the commission expires; it should also be stamped with the notary seal as well as the County Seal; and complete certificate of attesting officer. Then the original should be returned to you by February 29, 2012
4. **EXHIBIT 8A** - Have the County Commissioner or Mayor to sign and date this form. This exhibit, original legal ad and notarized publisher's affidavit from the newspaper should be returned to you by February 29, 2012.
5. **EXHIBIT 8B** - Publish this notice one time in the local government's legal newspaper. The original legal ad and notarized publisher's affidavit from the newspaper should be returned to you by February 29, 2012. PLEASE NOTE THAT A SECOND NOTICE IS NO LONGER REQUIRED.
6. **EXHIBIT 9** - Certification of no intent of charter is done when a County does not intend to charter. This exhibit is signed by County Commissioner or Mayor and returned to you by February 29, 2012.
7. **EXHIBIT 10** - Have the County Commissioner or Mayor sign and return to you by February 29, 2012..
8. **EXHIBIT 11** - FTA Title VI Data Collection and Reporting. This form needs to be completed for a typical month in the fiscal year 2011; this data can be obtained from the vehicle monthly reporting forms that are turned into the Department each month . This form needs to be sent in along with other information by February 29, 2012.
9. **EXHIBIT 12** – This form needs to be put on County letterhead and signed by the County Commissioner or Mayor and returned by February 29, 2012.

10. **EXHIBIT 13** – This form needs to be completed and signed by the County Commissioner or Mayor and returned with the other exhibits by February 29, 2012.

**\*\*\*\*\*OTHER ITEMS TO BE SENT WITH THE EXHIBITS\*\*\*\*\***

11. Copy of Purchase of Service agreements that you have with the Department of Human Resources, Lookout Mountain, or any other organization needs to be turned in with your application information by February 29, 2012.
12. If your County is applying for mobile radio equipment for this application period, a copy of the radio license will be required. This is not required for hand held radios or cell phones.

**SECTION 5311 OPERATING ASSISTANCE  
FY 2013 Budget Planning**

City/County: Cherokee DRAFT 12/22/2011  
 Period: From 07/01/12  
 To: 08/30/13

ADMINISTRATIVE BUDGET	2011 Budget	Line Items exceeded in FY 2011	Current (FY 2012 Budget)	Proposed FY 2013 Budget	Explanation of Increases for 2013
1. Director Salary	22,299.00	19,465.00	22,300.00	14,600.00	
2. Supervisor Salary	37,160.00	38,127.00	60,000.00	49,500.00	
3. Bookkeeper Salary	4,205.00	4,215.00	5,000.00	17,600.00	Org changes
4. Secretary Salary	6,392.00	6,388.00	4,000.00	17,500.00	Org changes
5. Training	2,500.00	2,310.00	1,600.00	600.00	
6. Marketing	3,000.00	2,893.00	1,500.00	2,000.00	
7. Telephone	6,800.00	2,677.00	4,000.00	7,800.00	Org changes
8. Office Supplies	1,300.00	2,126.00	1,500.00	1,500.00	
9. Facilities/Equipment Rental	0.00	0.00	0.00	0.00	
10. Standard Overhead	4,000.00	6,559.00	2,500.00	2,600.00	
11. Computer Software Maintenance	0.00	0.00	0.00	600.00	RouteMatch tech support & maintenance
12. Audits	2,500.00	1,000.00	1,000.00	1,000.00	
13. Other	0.00	0.00	0.00	7,800.00	Dues /Fees / Travel - Org changes
<b>OPERATING BUDGET</b>					
14. Driver Salary	253,800.00	214,624.00	253,800.00	245,200.00	
15. Dispatcher Salary	30,000.00	20,660.00	30,000.00	24,600.00	
16. Mechanic Salary	0.00	7,823.00	0.00	0.00	
17. Fuel	85,000.00	105,141.00	88,000.00	139,000.00	Reflect current pricing and usage
18. Maintenance and Repair	22,000.00	43,049.00	32,000.00	35,000.00	Based on age of fleet, 2008 models will be replaced in 2013
19. Vehicle Insurance	15,000.00	13,075.00	15,000.00	15,000.00	
20. Drug and Alcohol Testing	1,250.00	274.00	1,250.00	1,250.00	Standard for every agency
21. License	100.00	75.00	0.00	200.00	Tag & Title Fees for new Vehicles
22. Uniforms	2,000.00	1844.00	1,000.00	1,200.00	Cost Increases
23. Fringe Benefits	118,261.00	86351.00	75,000.00	84,000.00	
24. Communications(Radios)	7,000.00	4559.00	4,000.00	1,000.00	
25. Utilities	0.00	0.00	0.00	6,600.00	Org changes
26. Other	0.00	0.00	0.00	2,200.00	Safety supplies & bus cleaning supplies
27. Other	0.00	0.00	0.00	3,600.00	Graphics/equipment R&I six (6) new busses
<b>28. Total Expenses (sum of lines 1 thru 27)</b>	<b>635,607.00</b>	<b>681,438.00</b>	<b>601,350.00</b>	<b>693,850.00</b>	
<b>BUDGET SUMMARY</b>					
LESS PURCHASE OF SERVICE REVENUE	74,000.00		66,390.00	83,290.00	
<b>TOTAL EXPENSES</b>	<b>681,607.00</b>		<b>514,960.00</b>	<b>610,560.00</b>	
REQUIRED FAREBOX(10%)	68,160.70		61,496.00	61,056.00	
<b>NET OPERATING DEFICIT</b>	<b>605,358.30</b>		<b>433,464.00</b>	<b>549,604.00</b>	
50% FEDERAL SHARE	252,678.15		231,732.00	274,762.00	
50% LOCAL SHARE	252,678.15		231,732.00	274,762.00	
<b>TOTAL PURCHASE OF SERVICE (LOCAL MATCH)</b>	<b>181,879.00</b>		<b>170,000.00</b>	<b>0.00</b>	

Signed by: \_\_\_\_\_ Signed by: \_\_\_\_\_  
 (Financial Officer of County or Third Party Operator) (County Commissioner)

Signed by: \_\_\_\_\_ (Transit Director)



# JARRARD & DAVIS, LLP

KEN E. JARRARD  
ANGELA E. DAVIS

---

PAUL N. HIGBEE, JR.  
PAUL J. DZIKOWSKI

Limited Liability Partnership  
105 Pilgrim Village Drive, Suite 200  
Cumming, Georgia 30040

TELEPHONE: 678.455.7150  
FACSIMILE: 678.455.7149

[PHIGBEE@JARRARD-DAVIS.COM](mailto:PHIGBEE@JARRARD-DAVIS.COM)

CHRISTOPHER J. HAMILTON  
PAUL B. FRICKEY  
THOMAS MONDELLI  
KENNETH P. ROBIN  
JAMES F. F. CARROLL  
ELIZABETH M. WHITWORTH

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January 27, 2012

Ms. Freida Black  
Department of Transportation State of Georgia  
District Six  
P. O. Box 10  
Cartersville, Georgia 30120-0010

Re: Cherokee County, Section 5311 Grant application for FY 2012

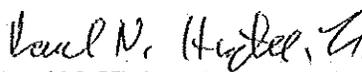
Dear Ms. Black:

Please find enclosed the fully executed Certifications and Assurances Signature Page, Appendix A, and Exhibit 5 with regard to the above-referenced matter.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

JARRARD & DAVIS, LLP

  
Paul N. Higbee, Jr.

PNH:rlh  
Enclosures

cc: Geoff Morton, County Engineer  
Cherokee County

EXHIBIT 5

FEDERAL FISCAL YEAR 2012 CERTIFICATIONS AND ASSURANCES FOR FEDERAL  
TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

Name of Applicant: Cherokee County

The Applicant agrees to comply with applicable provisions of Categories 01 – 24. X

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

Category	Description	
01.	Assurances Required For Each Applicant.	<u>X</u>
02.	Lobbying.	<u>X</u>
03.	Procurement Compliance.	<u>X</u>
04.	Protections for Private Providers of Public Transportation.	<u>X</u>
05.	Public Hearing.	<u>X</u>
06.	Acquisition of Rolling Stock for Use in Revenue Service.	<u>X</u>
07.	Acquisition of Capital Assets by Lease.	<u>X</u>
08.	Bus Testing.	<u>X</u>
09.	Charter Service Agreement.	<u>X</u>
10.	School Transportation Agreement.	<u>X</u>
11.	Demand Responsive Service.	<u>X</u>
12.	Alcohol Misuse and Prohibited Drug Use.	<u>X</u>
13.	Interest and Other Financing Costs.	<u>X</u>
14.	Intelligent Transportation Systems.	<u>X</u>
15.	Urbanized Area Formula Program.	<u>X</u>
16.	Clean Fuels Grant Program.	<u>X</u>
17.	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.	<u>X</u>
18.	Nonurbanized Area Formula Program for States.	<u>X</u>
19.	Job Access and Reverse Commute Program.	<u>X</u>
20.	New Freedom Program.	<u>X</u>
21.	Paul S. Sarbanes Transit in Parks Program.	<u>X</u>
22.	Tribal Transit Program.	<u>X</u>
23.	TIFIA Projects	<u>X</u>
24.	Deposits of Federal Financial Assistance to a State Infrastructure Banks.	<u>X</u>

FEDERAL FISCAL YEAR 2012 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE  
(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)  
AFFIRMATION OF APPLICANT

Name of Applicant: Cherokee County

Name and Relationship of Authorized Representative: L. B. Ahrens, Commission Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2012.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2012.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

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

Name L. B. Ahrens, Jr.  
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Cherokee County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature Paul N. Higbee, Jr. Date: 1-27-12

Name Paul N. Higbee, Jr., Esq.  
Attorney for Applicant



FEDERAL FISCAL YEAR 2012 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE  
(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)  
AFFIRMATION OF APPLICANT

Name of Applicant: Cherokee County

Name and Relationship of Authorized Representative: L. B. Ahrens, Commission Chairman

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2012.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2012.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

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

Name L. B. Ahrens, Jr.  
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Cherokee County

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

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

Name Paul N. Higbee, Jr.  
Attorney for Applicant

Georgia Intergovernmental Consultation Process  
Intergovernmental Coordination Form

Applicant: Cherokee County

Project Name: Cherokee Area Transit System (CATS)

Applicant's Address: 1130 Bluffs Parkway, Canton GA, 30114

Name and Title of Contact Person: Barbara Shearin, Administration  
Telephone: 770-345-1800

Impacted City/Cities: Canton, Holly Springs, and Woodstock

Impacted County/Counties: Cherokee

Project Description (Nature, Purpose, Location): Cherokee County is applying for continued operation assistance for a rural public transportation program. This funding will cover FY 2013 (July 1, 2012-June 30, 2013). The system provides general public transportation for medical nutrition, social, education, employment, and shopping within the county and connecting urban centers.

(If necessary, continue description on a supplemental remarks page.)

<u>FUNDING</u>		
<u>Source</u>	<u>\$ Amount</u>	
Basic Federal Grant	<u>518,663</u>	Federal Catalog No. <u>20.509</u>
State Matching Grant	<u>31,080</u>	Federal Program Name: Section <u>5311</u>
Local Matching Grant	<u>301,103</u>	Federal Agency Name: <u>FTA</u>
Other Matching Grant	<u>0</u>	Federal Contact Name: <u>David Schilling</u>
Total Cost	<u>850,845</u>	Federal Agency Address: <u>230 Peachtree Street, NW, Suite 800, Atlanta, GA 30303-1512</u>

Impacted Regional Commission: Northwest Georgia RDC

Type/Print Name of Authorizing Official: L.B. Ahrens

Title: Chairman Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorizing Official

**EXHIBIT 7**  
(Page 1 of 2)

**AUTHORIZING RESOLUTION**

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER SECTION 5311 OF THE FEDERAL TRANSIT LAWS UNDER CHAPTER 53 OF TITLE 49 OF THE UNITED STATES CODE.**

**WHEREAS**, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grant to non-urbanized areas for mass transportation projects; and

**WHEREAS**, the contract for financial assistance will impose certain obligations upon applicant, including the provision by it of the local share of project costs; and

**WHEREAS**, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and under the United States Department of Transportation requirements thereunder; and

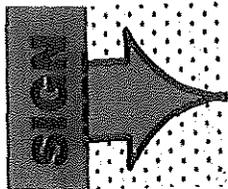
**NOW THEREFORE, BE IT RESOLVED BY the Cherokee County Board of Commissioners, hereinafter referred to as the "APPLICANT",**

1. That the (Title of Designated Official) hereinafter referred to as the "Official is authorized to execute and file an application on the behalf of the Applicant, a City/County government, with the Georgia Department of Transportation to aid in the financing of public transportation assistance pursuant to Section 5311 of the Federal Transit Act."
2. That the Official is authorized to execute and file such application and assurances or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.
3. That the Official is authorized to execute and file all other standard assurances or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.
4. That the Official is authorized to furnish such additional information as the U.S. Department of Transportation or the Georgia Department of Transportation may require in connection with the application of the project.
5. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation in connection with the application for public transportation assistance.

**EXHIBIT 7  
(Page 2 of 2)**

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1E, FTA Certifications and Assurances for Federal Assistance 2006 as listed in Appendix M, and General Operating Guidelines as illustrated in Appendix D of the Administrative Guide for Rural Public Transportation Programs.
7. That the Applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



\_\_\_\_\_  
Chairman of Commission or Sole Commissioner

\_\_\_\_\_  
Type Name and Title

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public/Notary Seal

**CERTIFICATE**

The undersigned duly qualified and acting (County Clerk) of (Cherokee County Board of Commissioners) certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Certifying/Attesting Officer

County Seal

\_\_\_\_\_  
Title of Certifying/Attesting Officer



**EXHIBIT 8A**

**PRIVATE ENTERPRISE COORDINATION CERTIFICATION**

List of private providers operating in the service area:

Millenium Taxi, Canton Taxi, Holly Cab, Cherokee Cab, Maximum Hummer Limousine, Union Taxi, Eagle Taxi, Rabbit, Express Taxi, Royalty Transportation, Trinity Care

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

Attach Notice and Affidavit from newspaper and copies of letters sent to private providers.

Last Day to Respond: \_\_\_\_\_

CHEROKEE COUNTY, GA will annually review existing service and any proposed service changes to determine the feasibility of private providers providing the public service. An annual review will be scheduled and a review format will be developed to carry out this task. Private providers will be notified and their interest in the service provision will be assessed. Private providers will be invited to attend and be a part of the annual review process. Additional Private Enterprise requirements are outlined in Appendix F.

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

Signature of Authorized Officer

\_\_\_\_\_  
Name and Title of Authorized Officer

L. B. Ahrens  
Commission Chairman

**NOTICE OF OPPORTUNITY FOR A PUBLIC HEARING  
PRIVATE ENTERPRISE CORPORATION  
TRANSPORTATION FOR THE DISABLED**

The Cherokee County Board of Commissioners is applying for funding assistance under Title 49 U.S.C. Section 5311 of the Federal Transit Act pertaining to rural and small urban areas.

The Cherokee County Board of Commissioners will offer general public information to all citizens of Cherokee County for any worthwhile purpose, including but not limited to shopping, medical treatment, social services and other services.

The Cherokee County Board of Commissioners also solicits comments and concerns from disabled population and their representatives to assure that issues relating to the disabled are addressed in service design proposed during the planning process.

Interested persons are invited to request that a public hearing be held to discuss the services being offered on the development of the application.

Written comments request for a public hearing and/or written notice of intent by private for profit transportation operators to provide or participate in any or all of the above services should be submitted no later than fifteen (15) days from the date of this publication to:

Jerry Cooper, County Manager  
1130 Bluffs Parkway  
Canton, Georgia 30114  
678-493-6011

If no responses are received within fifteen (15) days, the Department of Transportation will proceed with the application.

\*\*\*\*\*END\*\*\*\*\*

EXHIBIT 9

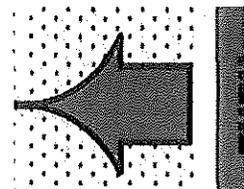
CERTIFICATION OF NO INTENT OF CHARTER SERVICE

CHEROKEE

COUNTY, GA certifies that it does not intend to and will not provide charter service with FTA funded equipment or facilities or provide any exclusive service during the operating period of this application. Should the Applicant decide to provide charter service under the only exception allowed by Georgia Department of Transportation (conveyance of government officials), the Applicant MUST notify Georgia Department of Transportation and Federal Transit Administration in writing of such services.

The applicant also certifies that conveyance of government officials shall not exceed 80 hours in a given year and such services must also be reported using Federal Transit Administration's TEAM module.

DATE: \_\_\_\_\_



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

L. B. Ahrens, Commission Chairman  
Name and Title of Authorized Officer

**EXHIBIT 10**  
(Page 1 of 6)

**SPECIAL SECTION 5333(b) WARRANTY FOR  
APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM**

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under Title 49 U.S.C. Section 5311:

**A. General application**

The Public Body Georgia DOT agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project CHEROKEE COUNTY and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

**B. Standard Terms and Conditions**

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the recipient and any other legally responsible party designated by the Public body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service or operation assisted by Federal funds, but shall include any changes, whether organizational, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (9) of the Model agreement or applicable provisions of substitute comparable arrangements.

**EXHIBIT 10**  
(Page 2 of 6)

(2)(a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.

(2)(b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2)(c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the applications of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)<sup>1</sup>, the public body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) Agreement executed July 23, 1975, identified below<sup>2</sup>, provided that other comparable arrangements may be substituted therefore, if approved by the Secretary of Labor and certified for inclusion in these conditions.

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<sup>1</sup>Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to 49 U.S.C. Section 11347 [the codified citation of Section 5(2)(f) of the Act of February 4, 1987 (24 Stat. 379), as amended].

<sup>2</sup>For purposes of this warranty agreement, paragraphs (1);(2);(5);(15);(22);(23);(24);(26)(27);(28); and (29) of the Model Section 5333(b) Agreement, executed July 23, 1975 are to be omitted.

## EXHIBIT 10

(Page 3 of 6)

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights or any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

**EXHIBIT 10**  
(Page 4 of 6)

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds, provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

**C. Waiver**

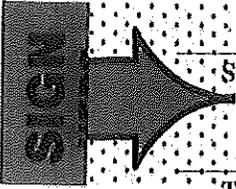
As part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection, the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

**EXHIBIT 10**  
(Page 5 of 6)

**D. Acceptance**

Cherokee County does hereby adopt and accept all terms and conditions of this Special Section 5333(b) Warranty. Furthermore, Cherokee County assures that this agreement will be in force during the contractual period with the Georgia Department of Transportation for assistance under Section 5311 of the Federal Transit Act.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



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

L. B. Ahrens, Commission Chairman  
Title of Authorized Officer

**EXHIBIT 10**  
(Page 6 of 6)

**Project Description, Listing of Recipients, Eligible Surface Public Transportation Providers and Labor Representation**

<b>Project Description</b> (listing of capital equipment, type of service provided)*	<b>Recipients</b> Identify applicant of transportation assistance (legal entity) and the actual provider of the service	<b>Other Surface Public Transportation Providers (include taxis)</b>	<b>Union Representation of Employees, If Any</b>
<p><b>General Public Transportation, Demand Responsive</b></p> <p><b>Total Vehicles: 14</b></p> <p>(10) Shuttle Buses with lifts (1) Shuttle Van (2) Shuttle Vans with lifts (1) Shuttle Bus</p>	<p><u>Cherokee, GA</u></p>	<p>Millennium Taxi</p> <p>Canton Taxi</p> <p>Holly Cab</p> <p>Cherokee Co. Cab Co.</p> <p>Maximum Hummer Limousine Service</p> <p>Union Taxi</p> <p>Georgia Taxi</p> <p>Eagle Taxi</p> <p>Rabbit</p> <p>Express Taxi</p>	<p>None</p>

Area Served by this project: Cherokee County, Georgia

Submit to the Office of Intermodal Programs by November 30, 2011 for reporting purposes to the U.S. Department of Labor.

\*Existing



# Cherokee County 2011 BUS LISTING

5311 RURAL BUSES							
BUS #	YEAR	MAKE	MODEL	VEHICLE ID #	PASS	WC	ASSET ID/TAG
2791	2008	FORD	ELKHART/BUS	1FD3E35S28DA54796	13	NO	X13006
2792	2008	FORD	GOSHEN/BUS	1FD4E45S38DA32655	16	YES	X13007
2793	2008	FORD	ELKHART/BUS	1FD3E35S98DA59686	10	YES	X13008
2794	2008	FORD	GOSHEN/BUS	1FD4E45S88DA32652	16	YES	X13009
2795	2008	FORD	GOSHEN/BUS	1FD4E45SX8DA32653	16	YES	X13010
2796	2008	FORD	GOSHEN/BUS	1FD4E45SX8DA85000	16	YES	X13011
3055	2010	FORD	GOSHEN/BUS	1FD4E45S6ADA82334	20	NO	X11603
3054	2011	FORD	GOSHEN/BUS	1FD4E45S4BDA02620	11	YES	X13005
3157	2011	FORD	GOSHEN/BUS	1FD4E45S2BDA02643	17	YES	X13004
3158	2011	FORD	GOSHEN/BUS	1FD4E45S4BDA02644	17	YES	X13003
3159	2011	FORD	GOSHEN/BUS	1FD4E45S6BDA02645	17	YES	X13002
3160	2011	FORD	GOSHEN/BUS	1FD4E45S8BDA02646	17	YES	X13001

.....

Legend:

Updated 2/22/2011

## EXHIBIT 11

### FTA TITLE VI DATA COLLECTION AND REPORTING CHEROKEE COUNTY SECTION 5311 PROGRAM

#### PART I - GENERAL REPORTING

- A. No lawsuits or complaints have been filed against the CHEROKEE County Section 5311 program.
- B. The CHEROKEE County Section 5311 program has not applied for any other Federal Financial Assistance.
- C. No Civil Rights Compliance Review Activity has been conducted in the last three years.

\_\_\_\_\_  
(Authorized Signature City/County)

L. B. Ahrens, Cherokee County, Commission Chairman

#### PART II - MONITORING PROCEDURES

##### Level of Service – Overview<sup>1</sup>

Total Population	215,084
Minority Percentage:	9% approximately
Type of Service:	Demand Response – Contract Trips
Days/Hours of Operation:	Monday – Friday (6:30 – 5:00)
Number of Vehicles:	12
Wheelchair Equipped:	10
Total Seating Capacity:	12–15
Service Area:	Cherokee County

##### Performance<sup>2</sup>

Total number of trips for an average month	4,937
Total number of trips to minorities	1,013
Percentage minority trips to total trips	5%

<sup>1</sup> Population Data from US Census Data for 2000 Source "<http://venus.census.gov/cdrom/lookup>"

<sup>2</sup> Monthly averages for \_2011\_fiscal year using the GDOT M.I.S. along with data provided by local transit staff.

Based on a review of all State, Federal, Civil Rights and Title VI mandates and requirements CHEROKEE County Transit has met or exceeded expectations. The CHEROKEE County Section 5311 Program has met most of the Department's Service Goals and Standards as well as the County's Service Goals and Standards. The passenger per mile ratio is low on some vehicles, but routes and schedules are reviewed regularly to address this operational service goal.

Quality of Service<sup>3</sup>

Total number of trips for month	5,327
Total number of minorities OWPTs <sup>4</sup>	1,331
Trips by trip purpose	
Medical	549
Employment	229
Nutrition	991
Social/Recreational	28
Education	2,446
Shopping/Personal	1,084
Trips by trip purpose (minorities)	
Medical	137
Employment	57
Nutrition	247
Social/Recreational	7
Education	612
Shopping/Personal	271
Transit Cost Analysis <sup>5</sup>	
Cost per hour	
Cost per OWPT	
Cost per mile	

<sup>3</sup> Statistics from GDOT M.I.S., Fy 2011

<sup>4</sup> Information is an average for a typical month, such as June, 2011 estimated by County Personnel  
Minority usage is for all purposes.

<sup>5</sup> Information derived from FY 2011 using GDOT M.I.S. and financial records.

EXHIBIT 12

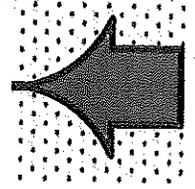
Substance Abuse Certification

I, L. B. Ahrens, Commission Chairman,  
(Type or Print Name of Official) (Type or Print Title of Official)

certify that CHEROKEE COUNTY, GEORGIA and its contractors, as required,  
(Type or Print County or City)

for the Section 5311 Rural Public Transportation Program, has established and implemented an alcohol misuse prevention program and anti-drug abuse program in accordance with the terms of 49 CFR, Part 655.

I further certify that the employee training conducted under this part meets the requirements of 49 CFR, Part 40.



\_\_\_\_\_  
(Signature of Official)

(Date) \_\_\_\_\_

**This certification must be written on Agency letter head.**

EXHIBIT 13

CERTIFICATION OF EQUAL ACCESS FOR PERSONS WITH DISABILITIES

(Required only for purchase of vehicle without access features required in 49 CFR part 38)

I hereby certify that when viewed in its entirety, the demand-responsive transportation program of Cherokee County provides disabled persons with access equal to that afforded to any other persons in terms of the following criteria:

1. Response time,
2. Fares,
3. Geographic area of service,
4. Hours and days of service,
5. Restrictions based on trip purpose,
6. Availability of information and reservations capabilities, and
7. Constraints on capacity or service availability.

Certified this \_\_\_\_\_ day of \_\_\_\_\_, 200 .

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name)

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

*Co. Clerk*

Please complete the attached ADA Equivalency Analysis for Demand-Responsive Public Transportation form and submit it with the application.

**EXHIBIT 13 (continued)**

**ADA EQUIVALENCY ANALYSIS FOR DEMAND-RESPONSIVE  
PUBLIC TRANSPORTATION**

Completion of this form is only required before purchase of a vehicle that is not equipped with the access features required in 49 CFR Part 38, along with completion of the Certification of Equal Access for Persons with Disabilities.

Under GDOT policy, all grantees must have at least one lift-equipped vehicle (a vehicle that has all the required access features), and must have a sufficient number to offer equivalent service to persons with disabilities, when the program is viewed in its entirety, based on the criteria shown below. No non-accessible vehicles can be ordered unless the system is providing equivalent service for each of the criteria.

**Vehicle Accessibility Status:**

- 1) Total Current Section 5311 Demand-Responsive Fleet: 12 vehicles
- 2) Total Current Section 5311 Demand-Responsive accessible (lift-equipped): 10 vehicles
- 3) Total Section 5311 vehicles requested in this grant application:
  - (a)            Accessible Vehicles
  - (b)            Non-Accessible Vehicles
- 4) Total Projected Fleet at end of this Application Period:
  - (a) 12 Accessible Vehicles
  - (b) 12 Non-Accessible Vehicles

If the answer to question 3(b) is greater than zero, the applicant must complete all cells in this matrix:

Criteria	For Persons Without Disabilities	For Persons with Disabilities Requiring an Accessible Vehicle
Response Time (days or hours in advance that a trip must be scheduled):	24 Hours advance notice	24 Hours advance notice
Fares: General Public fares	\$1.50/first 5 miles \$ .30/mile over 5	\$3.85/first 10 miles \$ .42/mile over 10 miles
Geographic area of service availability:	Cherokee County	Cherokee County
Hours and days of service availability:	8:00 - 5:00 (Mon-Dei)	8:00 - 5:00 (Mon-Fri)

Criteria	For Persons Without Disabilities	For Persons with Disabilities Requiring an Accessible Vehicle
Trip or usage restrictions based on trip purpose:	Advance Reservation required	Advance Reservation required
Availability of information and reservations	Dispatch available during regular hours	Dispatch available during regular hours
Any constraints on capacity or service availability:	Subject to seating capacity/schedule	Subject to seating capacity/ schedule

If there are any differences in the answers between the two answer columns, please explain:

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Are there any requests for service that would require a wheelchair lift that you are presently unable to meet? If yes, please describe in terms of number, frequency, characteristics (trip purpose, location, etc.)

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Do these unmet trip requests differ in type or kind from unmet trip requests by persons who do not need an accessible vehicle?

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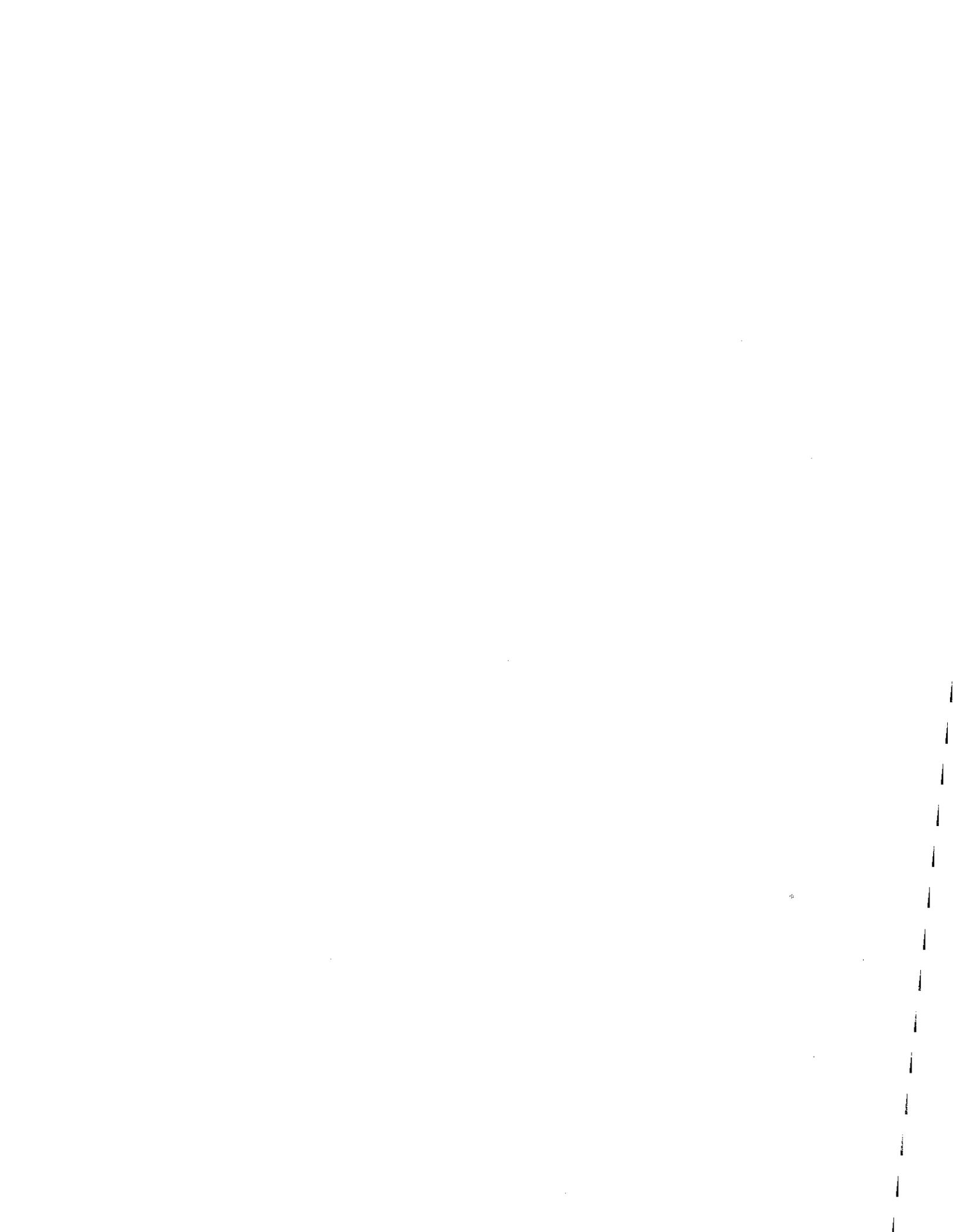


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If there are any differences in the service characteristics for persons with and without disabilities, or if there are unmet requests for accessible demand-responsive service, the system should request lift-equipped, fully accessible vehicles until fully equivalent service can be provided.



**Cherokee County, Georgia**  
**Agenda Request**

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Agenda No.

1.3

**SUBJECT:** Request for Multi-Way Stop  
River Creek Drive & Chattooga Drive – Little River Crossing

**MEETING DATE:** February 7, 2012

**SUBMITTED BY:** Brett R. Buchanan

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**COMMISSION ACTION REQUESTED:**

Consideration for the approval/disapproval of a multi-way stop at the intersection of River Creek Drive and Chattooga Drive in Little River Crossing.

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**FACTS AND ISSUES:**

The residents of Little River Crossing have petitioned for a multi-way stop to be installed at the intersection of River Creek Drive and Chattooga Drive. A speed study was performed along this section of River Creek Drive.

The 85<sup>th</sup> percentile speeds for this study was 37.5 miles per hour. Due to this result, a 70% approval would be required during the petition process. A petition was submitted with a 71% approval of the residents within the defined service area. There is no formal Homeowners Association for this subdivision.

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**BUDGET:**

Budgeted Amount:	\$0.00	Account Name:
Amount Encumbered:	\$0.00	Account #:
Amount Spent to Date:	\$0.00	
Amount Requested:	\$0.00	
Budget Remaining:	\$0.00	

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**ADMINISTRATIVE RECOMMENDATION:**

Approval/disapproval for the multi-way stop request.

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**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

COUNTY ATTORNEY: \_\_\_\_\_

COUNTY MANAGER: \_\_\_\_\_

The signature of the Department Head is written on the first line. The signature of the County Attorney is written on the second line. The signature of the County Manager is written on the third line.

Appendix B – Multiway Stop Petition Cover Letter

Cherokee County Engineering Department  
ATTN: Neighborhood Traffic Control Program  
130 East Main Street, Suite 106  
Canton, Georgia 30114

PETITION FOR MULTIWAY STOPS

WE THE UNDERSIGNED, ALL BEING PROPERTY OWNERS OF THE SUBDIVISION LEGALLY TITLED "Little River Crossing", UNIT(S) \_\_\_\_\_, DO HEREBY PETITION THROUGH OUR SUBDIVISION OR UNIT(S) FOR INSTALLATION OF MULTIWAY STOPS.

THERE ARE 100 NUMBER OF LOTS CURRENTLY EXISTING IN "Little River Crossing" AND EACH OWNER AS SHOWN ON THE TAX RECORDS HAS AFFIRMATIVELY SIGNED THIS PETITION OR THEIR INDICATION FOR DISAPPROVAL IS NOTED HEREIN.

THIS PETITION REPRESENTS 71 % OR MORE OF THE PROPERTY OWNERS OF THIS SUBDIVISION TO BE AFFECTED JOIN IN THIS REQUEST.

\*SPECIAL NOTE\*

YOUR SIGNATURE ON THIS PETITION INDICATES THAT YOU HAVE READ AND FULLY UNDERSTAND ALL INFORMATION CONCERNING THE NEIGHBORHOOD TRAFFIC CONTROL PROGRAM.

Personally appeared before me a Notary Public, the undersigned affiant, who says an oath that Leslie Glenn Brown is one of the subscribing witnesses to the within instrument; that each of said witnesses say the execution and delivery of the same by each grantor therein for the purpose set forth; and that each of said witnesses signed the same purported.

Sworn to and Subscribed before me,

this 13 day of MAY, 2014  
Bethel Miller  
MY COMMISSION EXPIRES MARCH 1, 2014

Leslie Glenn Brown  
Subscribing Witness

Notary Public  
Cherokee County, State of Georgia

**\*\*Note: This form is to request the installation of multiway stops only.\*\***

Cherokee County Neighborhood Traffic Control Program

Appendix C - Multiway Stop Petition Form

CHEROKEE COUNTY NEIGHBORHOOD TRAFFIC CONTROL PROGRAM: \_\_\_\_\_

SUBDIVISION NAME: Little River Crossing

Signing this petition certifies that you have read and understand the Neighborhood Traffic Control Program. Circle YES in support, NO if against, and signature must be as it appears on tax bill.

- |   |   |
|---|---|
| • 1. <u>BILL Miller</u><br>Signature<br><u>MILLER, Bill</u><br>Print Name (Last, First) | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>86/89/90</u><br><u>L Glenn Brown</u><br>Witness Signature |
| • 2. <u>L Glenn Brown</u><br><u>Brown, Leslie Glenn</u>                                 | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>26</u><br><u>L Glenn Brown</u>                            |
| • 3. <u>D W F</u><br><u>DAVID WATFORD</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>8</u><br><u>L Glenn Brown</u>                             |
| • 4. <u>R L J</u><br><u>ROBERT LANCASTER</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>92</u><br><u>L Glenn Brown</u>                            |
| • 5. <u>Judy Rivers</u><br><u>JUDY RIVERS</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>4/5</u><br><u>L Glenn Brown</u>                           |
| • 6. <u>Barbara Parsons</u><br><u>Barbara Parsons</u>                                   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>93/94</u><br><u>L Glenn Brown</u>                         |
| • 7. <u>Larry Bridge</u><br><u>Larry Bridge</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>13</u><br><u>L Glenn Brown</u>                            |
| • 8. <u>Marybridge</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number _____<br><u>L Glenn Brown</u>                                |
| • 9. <u>Delli Coats</u><br><u>D Coats</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>22</u><br><u>L Glenn Brown</u>                            |
| • 10. <u>Michelle Beckmann</u><br><u>Michelle Beckmann</u>                              | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>12</u><br><u>L Glenn Brown</u>                            |

Rent {

\*\*Note: This form is to request the installation of multiway stops only.\*\*

Cherokee County Neighborhood Traffic Control Program

Appendix C - Multiway Stop Petition Form

CHEROKEE COUNTY NEIGHBORHOOD TRAFFIC CONTROL PROGRAM: \_\_\_\_\_

SUBDIVISION NAME: Little River Crossing

Signing this petition certifies that you have read and understand the Neighborhood Traffic Control Program. Circle YES in support, NO if against, and signature must be as it appears on tax bill.

- |     |   |   |                       |
|-----|---|---|-----------------------|
| 1.  | <u>Blaine Cone</u><br>Signature<br>CONE, BLAINE<br>Print Name (Last, First) | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>6/7</u> |
|     |   | <u>L Glenn Brown</u><br>Witness Signature                     |                       |
| 2.  | <u>Lisa S. Perry</u><br>Perry, Lisa   | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>6/7</u> |
|     |   | <u>L Glenn Brown</u><br>Witness Signature                     |                       |
| 3.  | <u>Doug Evans</u><br>DOUG EVANS   | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>25</u>  |
|     |   | <u>L Glenn Brown</u><br>Witness Signature                     |                       |
| 4.  | <u>Susan Brown</u><br>SUSAN BROWN   | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>26</u>  |
|     |   | <u>L Glenn Brown</u><br>Witness Signature                     |                       |
| 5.  | <u>Mary Stowell</u><br>Mary Stowell   | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>23</u>  |
|     |   | <u>L Glenn Brown</u><br>Witness Signature                     |                       |
| 6.  | <u>Ralph Stowell</u><br>Ralph Stowell                                       | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>23</u>  |
|     |   | <u>L Glenn Brown</u><br>Witness Signature                     |                       |
| 7.  | <u>Gold Gano</u><br>Gold Gano   | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>21</u>  |
|     |   | <u>L Glenn Brown</u><br>Witness Signature                     |                       |
| 8.  | <u>Lisa Gano</u><br>Lisa Gano   | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>21</u>  |
|     |   | <u>L Glenn Brown</u><br>Witness Signature                     |                       |
| 9.  | <u>Jeff Carlson</u><br>JEFF CARLSON   | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>22</u>  |
|     |   | <u>L Glenn Brown</u><br>Witness Signature                     |                       |
| 10. | <u>Maximo Gonzalez</u><br>MAXIMO GONZALEZ                                   | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>20</u>  |
|     |   | <u>L Glenn Brown</u><br>Witness Signature                     |                       |

\*\*Note: This form is to request the installation of multiway stops only.\*\*

Cherokee County Neighborhood Traffic Control Program

Appendix C - Multiway Stop Petition Form

CHEROKEE COUNTY NEIGHBORHOOD TRAFFIC CONTROL PROGRAM: \_\_\_\_\_

SUBDIVISION NAME: Little River Crossing

Signing this petition certifies that you have read and understand the Neighborhood Traffic Control Program. Circle YES in support, NO if against, and signature must be as it appears on tax bill.

1. Patricia D. Noland  YES  NO Lot Number 18 & 19  
Signature  
NOLAND, Patricia D. L Glenn Brown  
Print Name (Last, First) Witness Signature
2. Randall L. Brazzell  YES  NO Lot Number 13 14  
Randall L. Brazzell L Glenn Brown
3. Alyce Keener  YES  NO Lot Number 11  
Alyce Keener L Glenn Brown
4. D. R. Noland  YES  NO Lot Number 18 & 19  
D. R. NOLAND L Glenn Brown
5. William H. Rivers  YES  NO Lot Number 4 & 5  
William H. Rivers L Glenn Brown
6. Scarlett Ross  YES  NO Lot Number 3  
Scarlett Ross L Glenn Brown
7. Pablo Hinos  YES  NO Lot Number # 15  
Pablo Hinos L Glenn Brown
8. Annette Michelle Daley  YES  NO Lot Number 24  
Annette Michelle Daley L Glenn Brown
9. Ronald Bunker  YES  NO Lot Number ~~# 8~~ 24  
Ronald Bunker L Glenn Brown
10. John B. Ross  YES  NO Lot Number 3  
John B. Ross L Glenn Brown

\*\*Note: This form is to request the installation of multiway stops only.\*\*

Cherokee County Neighborhood Traffic Control Program

Appendix C – Multiway Stop Petition Form

CHEROKEE COUNTY NEIGHBORHOOD TRAFFIC CONTROL PROGRAM: \_\_\_\_\_

SUBDIVISION NAME: Little River Crossing

Signing this petition certifies that you have read and understand the Neighborhood Traffic Control Program. Circle YES in support, NO if against, and signature must be as it appears on tax bill.

- |     |   |  |
|-----|---|--|
| 01. | <br>Signature _____<br>Print Name (Last, First) <u>Anderson, Shaun</u> | <input checked="" type="radio"/> YES NO Lot Number <u>35 96</u><br><u>L Glenn Brown</u><br>Witness Signature |
| 02. | <u>M. Gordon Stephens</u><br><u>GORDON STEPHENS</u>   | <input checked="" type="radio"/> YES NO Lot Number <u>13/53</u><br><u>L Glenn Brown</u>                      |
| 03. | <u>JOHN EKINS</u><br><u>John Ekin</u>   | <input checked="" type="radio"/> YES NO Lot Number <u>84</u><br><u>L Glenn Brown</u>                         |
| 04. | <u>Donna Parter</u><br><u>Donna Parter</u>  | <input checked="" type="radio"/> YES NO Lot Number <u>31</u><br><u>L Glenn Brown</u>                         |
| 05. | <u>Carolyn Bramlett</u><br><u>Carolyn Bramlett</u>  | <input checked="" type="radio"/> YES NO Lot Number <u>32</u><br><u>L Glenn Brown</u>                         |
| 06. | <u>Hannah Haney</u><br><u>Hannah Haney</u>  | <input checked="" type="radio"/> YES NO Lot Number <u>35/34</u><br><u>L Glenn Brown</u>                      |
| 07. | <u>Deborah Kilham</u><br><u>Deborah Kilham</u>  | <input checked="" type="radio"/> YES NO Lot Number <u>36</u><br><u>L Glenn Brown</u>                         |
| 08. | <del><u>Charles David Kilham</u></del><br><del><u>Charles David Kilham</u></del>  | YES <input checked="" type="radio"/> NO Lot Number <u>36</u><br><u>L Glenn Brown</u>                         |
| 09. | <u>Robert John Held</u><br><u>ROBERT JOHN HELD</u>  | <input checked="" type="radio"/> YES NO Lot Number <u>29</u><br><u>L Glenn Brown</u>                         |
| 10. | <u>Amanda Heath</u><br><u>Amanda Heath</u>  | <input checked="" type="radio"/> YES NO Lot Number <u>52</u><br><u>L Glenn Brown</u>                         |

\*\*Note: This form is to request the installation of multiway stops only.\*\*

Cherokee County Neighborhood Traffic Control Program

Appendix C - Multiway Stop Petition Form

CHEROKEE COUNTY NEIGHBORHOOD TRAFFIC CONTROL PROGRAM: \_\_\_\_\_

SUBDIVISION NAME: Little River Crossing

Signing this petition certifies that you have read and understand the Neighborhood Traffic Control Program. Circle YES in support, NO if against, and signature must be as it appears on tax bill.

- |      |  |   |
|------|--|---|
| #1.  | <u>Randall S Horton</u><br>Signature<br><u>HORTON, RANDALL</u><br>Print Name (Last, First) | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>91</u><br><u>L Glenn Brown</u><br>Witness Signature |
| #2.  | <u>Elaine B. Beasley</u><br><u>Elaine B. Beasley</u>                                       | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>50</u><br><u>L Glenn Brown</u>                      |
| #3.  | <u>Robert Graves</u><br><u>Robert Graves</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>46</u><br><u>L Glenn Brown</u>                      |
| #4.  | <u>Ray S. ORGERON</u><br><u>RAY S. ORGERON</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>43</u><br><u>L Glenn Brown</u>                      |
| #5.  | <u>Linda Leonard</u><br><u>LINDA LEONARD</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>44</u><br><u>L Glenn Brown</u>                      |
| #6.  | <u>George M Peck</u><br><u>George M Peck</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>77</u><br><u>L Glenn Brown</u>                      |
| #7.  | <u>Doyle Frazier</u><br><u>Doyle Frazier</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>66(167)</u><br><u>L Glenn Brown</u>                 |
| #8.  | <u>Aubrey Duke</u><br><u>Aubrey Duke</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>38</u><br><u>L Glenn Brown</u>                      |
| #9.  | <u>Betty Duke</u><br><u>Betty Duke</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>38</u><br><u>L Glenn Brown</u>                      |
| #10. | <u>Lynn Honea</u><br><u>Lynn Honea</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>100</u><br><u>L Glenn Brown</u>                     |

\*\*Note: This form is to request the installation of multiway stops only.\*\*

Cherokee County Neighborhood Traffic Control Program

Appendix C - Multiway Stop Petition Form

CHEROKEE COUNTY NEIGHBORHOOD TRAFFIC CONTROL PROGRAM: \_\_\_\_\_

SUBDIVISION NAME: Little River Crossing

Signing this petition certifies that you have read and understand the Neighborhood Traffic Control Program. Circle YES in support, NO if against, and signature must be as it appears on tax bill.

- |     |   |                                      |                          |   |
|-----|---|--------------------------------------|--------------------------|---|
| 1.  | <u>[Signature]</u><br>Signature<br><u>TIM FLEMISTER</u><br>Print Name (Last, First) | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>82</u>                    |
|     |   |                                      |                          | <u>[Signature]</u><br>Witness Signature |
| 2.  | <u>[Signature]</u><br><u>HELL FLEMISTER</u>   | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>82</u>                    |
|     |   |                                      |                          | <u>[Signature]</u>                      |
| 3.  | <u>[Signature]</u><br><u>ALFREDO J. DIVAS</u>                                       | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>49</u>                    |
|     |   |                                      |                          | <u>[Signature]</u>                      |
| 4.  | <u>[Signature]</u><br><u>SAMUEL R. PATTERSON</u>                                    | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>37</u>                    |
|     |   |                                      |                          | <u>[Signature]</u>                      |
| 5.  | <u>[Signature]</u><br><u>Brent Silberstein</u>                                      | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>48</u>                    |
|     |   |                                      |                          | <u>[Signature]</u>                      |
| 6.  | <u>[Signature]</u><br><u>Thomas Hope</u>  | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>61</u>                    |
|     |   |                                      |                          | <u>[Signature]</u>                      |
| 7.  | <u>[Signature]</u><br><u>Donney Bailott</u>   | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>60</u>                    |
|     |   |                                      |                          | <u>[Signature]</u>                      |
| 8.  | <u>[Signature]</u><br><u>BEN H. TILLEY</u>  | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>63</u>                    |
|     |   |                                      |                          | <u>[Signature]</u>                      |
| 9.  | <u>[Signature]</u><br><u>Sarah Moore</u>  | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>55</u>                    |
|     |   |                                      |                          | <u>[Signature]</u>                      |
| 10. | <u>[Signature]</u><br><u>Ron Moore</u>  | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>56</u>                    |
|     |   |                                      |                          | <u>[Signature]</u>                      |

\*\*Note: This form is to request the installation of multiway stops only.\*\*

Cherokee County Neighborhood Traffic Control Program

Appendix C -- Multiway Stop Petition Form

CHEROKEE COUNTY NEIGHBORHOOD TRAFFIC CONTROL PROGRAM: \_\_\_\_\_

SUBDIVISION NAME: Little River Crossing

Signing this petition certifies that you have read and understand the Neighborhood Traffic Control Program. Circle YES in support, NO if against, and signature must be as it appears on tax bill.

- |      |   |   |
|------|---|---|
| •1.  | <u>[Signature]</u><br>Signature<br><u>SONIAZ DANIEL</u><br>Print Name (Last, First) | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>51</u><br><u>L Glenn Brown</u><br>Witness Signature |
| •2.  | <u>Tammy Palmer Boynton</u><br><u>Tammy Palmer Boynton</u>                          | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>59</u><br><u>L Glenn Brown</u>                      |
| •3.  | <u>Deborah Silberstein</u><br><u>Deborah Silberstein</u>                            | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>48</u><br><u>L Glenn Brown</u>                      |
| •4.  | <u>W W Aswell</u><br><u>W W ASWELL</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>9A</u><br><u>L Glenn Brown</u>                      |
| •5.  | <u>Kathleen Baswell</u><br><u>Kathleen Baswell</u>                                  | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>9A</u><br><u>L Glenn Brown</u>                      |
| •6.  | <u>Gay Henderson</u><br><u>Gay Henderson</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>2</u><br><u>L Glenn Brown</u>                       |
| •7.  | <u>Sandra Carroll</u><br><u>SANDRA CARROLL</u>                                      | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>83</u><br><u>L Glenn Brown</u>                      |
| •8.  | <u>Laurie McCreedy</u><br><u>LAURIE McCreedy</u>                                    | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>80</u><br><u>L Glenn Brown</u>                      |
| •9.  | <u>Tim Terrell</u><br><u>Tim TERRELL</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>79</u><br><u>L Glenn Brown</u>                      |
| •10. | <u>Maliese Orgeron</u><br><u>Maliese Orgeron</u>                                    | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>43</u><br><u>L Glenn Brown</u>                      |

\*\*Note: This form is to request the installation of multiway stops only.\*\*

Cherokee County Neighborhood Traffic Control Program

Appendix C -- Multiway Stop Petition Form

CHEROKEE COUNTY NEIGHBORHOOD TRAFFIC CONTROL PROGRAM: \_\_\_\_\_

SUBDIVISION NAME: Little River Crossing

Signing this petition certifies that you have read and understand the Neighborhood Traffic Control Program. Circle YES in support, NO if against, and signature must be as it appears on tax bill.

- |   |   |
|---|---|
| 1. <u>Christina McKeon</u><br>Signature<br><u>McKeon, Christina</u><br>Print Name (Last, First) | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>40</u><br><u>L Glenn Brown</u><br>Witness Signature |
| 2. <u>[Signature]</u><br><u>McKen, Joshua</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>40</u><br><u>L Glenn Brown</u>                      |
| 3. <u>[Signature]</u><br><u>Dana Estep</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>74</u><br><u>L Glenn Brown</u>                      |
| 4. <u>[Signature]</u><br><u>Alfred S. Estep</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>74</u><br><u>L Glenn Brown</u>                      |
| 5. <u>Susan Rice</u><br><u>Susan Rice</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>69/70</u><br><u>L Glenn Brown</u>                   |
| 6. <u>Robb Rice</u><br><u>Robb RICE</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>69/70</u><br><u>L Glenn Brown</u>                   |
| 7. <u>[Signature]</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>68</u><br><u>L Glenn Brown</u>                      |
| 8. <u>[Signature]</u><br><u>Amey Zimmerman</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>68</u><br><u>L Glenn Brown</u>                      |
| 9. <u>Robert Blades</u><br><u>Robert Blades</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>45</u><br><u>L Glenn Brown</u>                      |
| 10. <u>Bonnie Blades</u><br><u>Bonnie Blades</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>45</u><br><u>L Glenn Brown</u>                      |

\*\*Note: This form is to request the installation of multiway stops only.\*\*

Cherokee County Neighborhood Traffic Control Program

Appendix C -- Multiway Stop Petition Form

CHEROKEE COUNTY NEIGHBORHOOD TRAFFIC CONTROL PROGRAM: \_\_\_\_\_

SUBDIVISION NAME: Little River Crossing

Signing this petition certifies that you have read and understand the Neighborhood Traffic Control Program. Circle YES in support, NO if against, and signature must be as it appears on tax bill.

- |     |   |   |   |
|-----|---|---|---|
| 1.  | <u>Angus Kirk Lilly</u><br>Signature<br><u>Angus Kirk Lilly</u><br>Print Name (Last, First) | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>63</u>                      |
|     |   |   | <u>L Glenn Brown</u><br>Witness Signature |
| 2.  | <u>Virginia L Clark</u><br><u>Virginia L. Clark</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>58</u>                      |
|     |   |   | <u>L Glenn Brown</u>                      |
| 3.  | <u>S Sims</u><br><u>SUSAN L SIMS</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>88</u>                      |
|     |   |   | <u>L Glenn Brown</u>                      |
| 4.  | <u>Jim Williams</u><br><u>JIM W WILLIAMS</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>88</u>                      |
|     |   |   | <u>L Glenn Brown</u>                      |
| 5.  | <u>McNealey</u><br><u>ROGER McNEALEY</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>20</u>                      |
|     |   |   | <u>L Glenn Brown</u>                      |
| 6.  | <u>Moore</u><br><u>ROY MOORE</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>78</u>                      |
|     |   |   | <u>L Glenn Brown</u>                      |
| 7.  | <u>Pam Williams</u><br><u>PAM WILLIAMS</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>76</u>                      |
|     |   |   | <u>L Glenn Brown</u>                      |
| 8.  | <u>Dianna Briggs</u><br><u>Dianna Briggs</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>75</u>                      |
|     |   |   | <u>L Glenn Brown</u>                      |
| 9.  | <u>Cathy Carey</u><br><u>Cathy Carey</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO | Lot Number <u>95</u>                      |
|     |   |   | <u>L Glenn Brown</u>                      |
| 10. | _____   | YES NO  | Lot Number _____                          |

\*\*Note: This form is to request the installation of multiway stops only.\*\*

Cherokee County Neighborhood Traffic Control Program

Appendix C - Multiway Stop Petition Form

CHEROKEE COUNTY NEIGHBORHOOD TRAFFIC CONTROL PROGRAM: \_\_\_\_\_

SUBDIVISION NAME: Little River Crossing

Signing this petition certifies that you have read and understand the Neighborhood Traffic Control Program. Circle YES in support, NO if against, and signature must be as it appears on tax bill.

- 1. [Signature]  YES  NO Lot Number 65  
Signature  
NOTES, MARK [Witness Signature]  
Print Name (Last, First) Witness Signature
- 2. [Signature]  YES  NO Lot Number 65  
NOTES, Pam [Witness Signature]
- 3. [Signature]  YES  NO Lot Number 85  
Mitch Thomas [Witness Signature]
- 4. [Signature]  YES  NO Lot Number 85  
Ginger Thomas [Witness Signature]
- 5. \_\_\_\_\_ YES NO Lot Number \_\_\_\_\_
- 6. \_\_\_\_\_ YES NO Lot Number \_\_\_\_\_
- 7. \_\_\_\_\_ YES NO Lot Number \_\_\_\_\_
- 8. \_\_\_\_\_ YES NO Lot Number \_\_\_\_\_
- 9. \_\_\_\_\_ YES NO Lot Number \_\_\_\_\_
- 10. \_\_\_\_\_ YES NO Lot Number \_\_\_\_\_

\*\*Note: This form is to request the installation of multiway stops only.\*\*

Cherokee County Neighborhood Traffic Control Program

Appendix C -- Multiway Stop Petition Form

CHEROKEE COUNTY NEIGHBORHOOD TRAFFIC CONTROL PROGRAM

SUBDIVISION NAME: Little River Crossing

Signing this petition certifies that you have read and understand the Neighborhood Traffic Control Program. Circle YES in support, NO if against, and signature must be as it appears on tax bill.

- |  |   |
|--|---|
| 1. <u>Betty Kretlow</u><br>Signature<br><u>Betty Kretlow</u><br>Print Name (Last, First) | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>42</u><br><u>L Glenn Brown</u><br>Witness Signature |
| 2. <u>M Z Bonham</u><br><u>BONHAM MZ</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>42</u><br><u>L Glenn Brown</u>                      |
| 3. <u>Carol O. Elkins</u><br><u>Carol O. Elkins</u>                                      | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>84</u><br><u>L Glenn Brown</u>                      |
| 4. <u>Daisy Brazzell</u><br><u>Daisy Brazzell</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>14</u><br><u>L Glenn Brown</u>                      |
| 5. <u>Maria Perez Glez</u><br><u>Maria Perez Glez</u>                                    | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>20</u><br><u>L Glenn Brown</u>                      |
| 6. <u>Jillian Higley</u><br><u>Jillian Higley</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>81</u><br><u>L Glenn Brown</u>                      |
| 7. <u>Cynthia Mapp</u><br><u>Cynthia Mapp</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>78</u><br><u>L Glenn Brown</u>                      |
| 8. <u>Holly Trammell</u><br><u>Holly Trammell</u>  | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>79</u><br><u>L Glenn Brown</u>                      |
| 9. <u>Andrea Gonzalez</u><br><u>Andrea Gonzalez</u>                                      | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>51</u><br><u>L Glenn Brown</u>                      |
| 10. <u>Alison Horton</u><br><u>ALISON HORTON</u>   | <input checked="" type="radio"/> YES <input type="radio"/> NO Lot Number <u>91</u><br><u>L Glenn Brown</u>                      |

\*\*Note: This form is to request the installation of multiway stops only.\*\*

Cherokee County Neighborhood Traffic Control Program

Appendix C - Multiway Stop Petition Form

CHEROKEE COUNTY NEIGHBORHOOD TRAFFIC CONTROL PROGRAM: \_\_\_\_\_

SUBDIVISION NAME: Little River Crossing

Signing this petition certifies that you have read and understand the Neighborhood Traffic Control Program. Circle YES in support, NO if against, and signature must be as it appears on tax bill.

- |     |  |                                      |                          |                        |
|-----|--|--------------------------------------|--------------------------|------------------------|
| 1.  | <u>Elaine L. van Delden</u><br>Signature<br><u>Elaine van Delden</u><br>Print Name (Last, First) | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>9/10</u> |
| 2.  | _____  | YES                                  | NO                       | Lot Number _____       |
| 3.  | _____  | YES                                  | NO                       | Lot Number _____       |
| 4.  | _____  | YES                                  | NO                       | Lot Number _____       |
| 5.  | _____  | YES                                  | NO                       | Lot Number _____       |
| 6.  | _____  | YES                                  | NO                       | Lot Number _____       |
| 7.  | _____  | YES                                  | NO                       | Lot Number _____       |
| 8.  | _____  | YES                                  | NO                       | Lot Number _____       |
| 9.  | _____  | YES                                  | NO                       | Lot Number _____       |
| 10. | _____  | YES                                  | NO                       | Lot Number _____       |

\*\*Note: This form is to request the installation of multiway stops only.\*\*

Cherokee County Neighborhood Traffic Control Program

Appendix C - Multiway Stop Petition Form

CHEROKEE COUNTY NEIGHBORHOOD TRAFFIC CONTROL PROGRAM: \_\_\_\_\_

SUBDIVISION NAME: Little River Crossing

Signing this petition certifies that you have read and understand the Neighborhood Traffic Control Program. Circle YES in support, NO if against, and signature must be as it appears on tax bill.

- |     |   |                                      |                          |   |
|-----|---|--------------------------------------|--------------------------|---|
| 1.  | <u>Russ Horton</u><br>Signature<br><u>Russ Horton</u><br>Print Name (Last, First) | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>13</u>                        |
|     |   |                                      |                          | <u>R. Glenn Basson</u><br>Witness Signature |
| 2.  | <u>Russ Horton</u><br><u>RUSS HORTON</u>  | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>53</u>                        |
|     |   |                                      |                          | <u>R. Glenn Basson</u>                      |
| 3.  | <u>Lee E. Cleveland</u><br><u>LEE E CLEVELAND</u>                                 | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>73</u>                        |
|     |   |                                      |                          | <u>R. Glenn Basson</u>                      |
| 4.  | <u>Joseph Lockwood</u><br><u>JOSEPH LOCKWOOD</u>                                  | <input checked="" type="radio"/> YES | <input type="radio"/> NO | Lot Number <u>47</u>                        |
|     |   |                                      |                          | <u>R. Glenn Basson</u>                      |
| 5.  | _____   | YES                                  | NO                       | Lot Number _____                            |
| 6.  | _____   | YES                                  | NO                       | Lot Number _____                            |
| 7.  | _____   | YES                                  | NO                       | Lot Number _____                            |
| 8.  | _____   | YES                                  | NO                       | Lot Number _____                            |
| 9.  | _____   | YES                                  | NO                       | Lot Number _____                            |
| 10. | _____   | YES                                  | NO                       | Lot Number _____                            |

\*\*Note: This form is to request the installation of multiway stops only.\*\*

**Nu-Metrics Traffic Analyzer Study  
Computer Generated Summary Report  
City:  
Street: Rivercreek Dr**

A study of vehicle traffic was conducted with HI-STAR unit number 7297. The study was done in the WB lane at Rivercreek Dr in , Ga in Cherokee county. The study began on Jan/26/2012 at 01:00:00 PM and concluded on Jan/27/2012 at 04:00:00 AM, lasting a total of 15.00 hours. Traffic statistics were recorded in 60 minute time periods. The total recorded volume showed 186 vehicles passed through the location with a peak volume of 31 on Jan/26/2012 at [16:00-17:00] and a minimum volume of 0 on Jan/27/2012 at [01:00-02:00]. The AADT count for this study was 298.

**SPEED**

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 30 - 35 MPH range or lower. The average speed for all classified vehicles was 31 MPH with 60.49% vehicles exceeding the posted speed of 25 MPH. The HI-STAR found 0.00 percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 30MPH and the 85th percentile was 37.71 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >					
0	4	5	12	43	60	24	10	2	0	2	0	0	0	0					

CHART 1

**CLASSIFICATION**

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Vans & Pickups. The number of Passenger Vehicles in the study was 0 which represents 0 percent of the total classified vehicles. The number of Vans & Pickups in the study was 153 which represents 94 percent of the total classified vehicles. The number of Busses & Trucks in the study was 0 which represents 0 percent of the total classified vehicles. The number of Tractor Trailers in the study was 9 which represents 0 percent of the total classified vehicles.

< to 21	22 to 39	40 to 49	50 to 59	60 to 69	70 to 79	80 to 139	140 to >												
153	9	0	0	0	0	0	0												

CHART 2

**HEADWAY**

During the peak traffic period, on Jan/26/2012 at [16:00-17:00] the average headway between vehicles was 112.5 seconds. During the slowest traffic period, on Jan/27/2012 at [01:00-02:00] the average headway between vehicles was 3600 seconds.

**WEATHER**

The roadway surface temperature over the period of the study varied between 54.00 and 64.00 degrees F. The HI-STAR determined that the roadway surface was Dry 100.00% of the time.

**Nu-Metrics Traffic Analyzer Study  
Computer Generated Summary Report  
City:  
Street: Rivercreek Dr**

A study of vehicle traffic was conducted with HI-STAR unit number 3651. The study was done in the EB lane at Rivercreek Dr in , Ga in Cherokee county. The study began on Jan/26/2012 at 01:00:00 PM and concluded on Jan/27/2012 at 01:00:00 PM, lasting a total of 24.00 hours. Traffic statistics were recorded in 60 minute time periods. The total recorded volume showed 275 vehicles passed through the location with a peak volume of 31 on Jan/27/2012 at [07:00-08:00] and a minimum volume of 0 on Jan/26/2012 at [23:00-00:00]. The AADT count for this study was 275.

**SPEED**

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 30 - 35 MPH range or lower. The average speed for all classified vehicles was 31 MPH with 60.82% vehicles exceeding the posted speed of 25 MPH. The HI-STAR found 0.41 percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 30MPH and the 85th percentile was 37.50 MPH.

<	10	15	20	25	30	35	40	45	50	55	60	65	70	75					
to																			
9	14	19	24	29	34	39	44	49	54	59	64	69	74	>					
0	2	8	22	64	91	42	11	2	2	0	0	1	0	0					

CHART 1

**CLASSIFICATION**

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin. Most of the vehicles classified during the study were Vans & Pickups. The number of Passenger Vehicles in the study was 0 which represents 0 percent of the total classified vehicles. The number of Vans & Pickups in the study was 220 which represents 90 percent of the total classified vehicles. The number of Busses & Trucks in the study was 0 which represents 0 percent of the total classified vehicles. The number of Tractor Trailers in the study was 25 which represents 0 percent of the total classified vehicles.

<	22	40	50	60	70	80	140												
to	to	to	to	to	to	to	to												
21	39	49	59	69	79	139	>												
220	25	0	0	0	0	0	0												

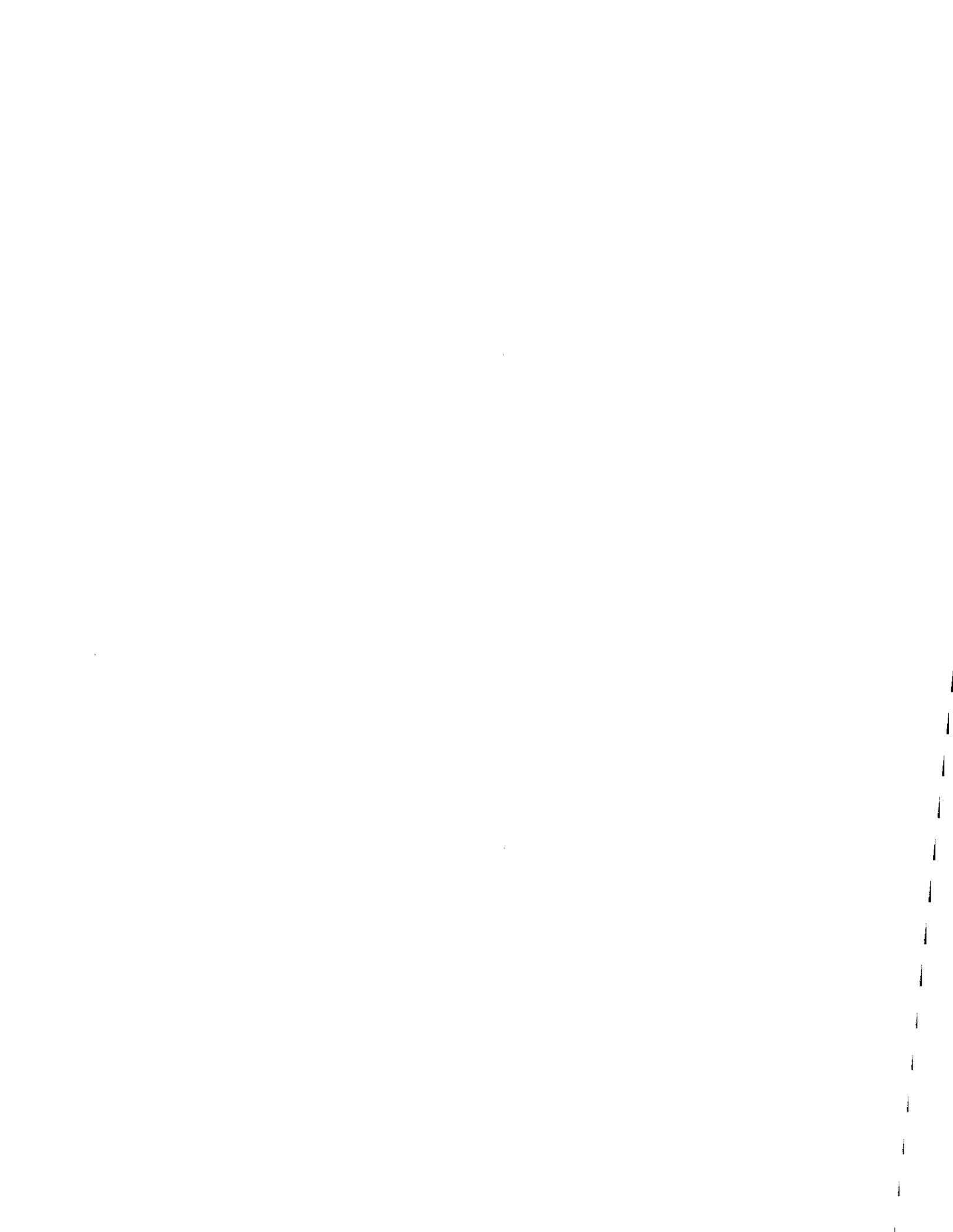
CHART 2

**HEADWAY**

During the peak traffic period, on Jan/27/2012 at [07:00-08:00] the average headway between vehicles was 112.5 seconds. During the slowest traffic period, on Jan/26/2012 at [23:00-00:00] the average headway between vehicles was 3600 seconds.

**WEATHER**

The roadway surface temperature over the period of the study varied between 52.00 and 74.00 degrees F. The HI-STAR determined that the roadway surface was Dry 100.00% of the time.



Cherokee County, Georgia  
Agenda Request

SUBJECT: Surplus Property Disposition

MEETING DATE: February 7, 2012

SUBMITTED BY: Procurement & Risk Management Department

COMMISSION ACTION REQUESTED:  
Approve disposition of surplus equipment hardware.

FACTS AND ISSUES:  
The Cherokee Recreation and Parks Agency (CRPA) and the Tax Commissioner have surplus miscellaneous computer hardware items that need to be disposed of as per the attached list. The Information Technology Services (ITS) and Procurement & Risk Management Departments are both in support of the disposition. None of the items are Fixed Capital Assets. The ITS Department will contact a vendor to pick up and dispose of all items at no charge to the County.

BUDGET: See Attached Budget Amendment

Budgeted Amount: \$	Account Name:
Amount Encumbered: \$	Account #:
Amount Spent to Date: \$	
Amount Requested: \$	
Remaining Budget: \$	

Budget Adjustment Necessary: No

ADMINISTRATIVE RECOMMENDATION:  
Approve disposition of surplus items for CRPA and Tax Commissioner.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

Handwritten signatures for the Department Head, County Attorney, and County Manager are present on the signature lines.

Cherokee County Board Of Commissioners  
 90 North Street, Suite 310  
 Canton, Georgia 30114

**Surplus Property Disposition**

Date: 9/16 20 11

FORM-SPD001

Transferred From: <u>CRPA</u>	Transferred to: <del>FF</del> <u>SURPLUS</u>
-------------------------------	--

Action Requested:	<input checked="" type="checkbox"/> Transfer	<input checked="" type="checkbox"/> Surplus	<input type="checkbox"/> Destruction
	<input type="checkbox"/> Trade-in		

Line	Qty	Description (Model, Serial#, Etc.)	Condition G-Good F-Fair P-Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	S# M645C 70P 01018 Gateway Monitor M#FPD1165	G			
2	1	Gateway computer E Series S# 0034946533 M#M1TXHRNE	P	2300		
3	1	Gateway keyboard m# KB-2961 S# 06A1060627AD	G			
4	1	HP Keyboard m# SK-2505 S# M980114402	F			
5	1	HP Photosmart Printer S#M4722K51M M#SDG0A-0377	F			
6	1	HP Deskjet 840 C S#CN23C1N1QX M#C641A	F			
7	0					
8						
9						
10						
11						
12						

Purchasing Representative Signature: <u>[Signature]</u>	Dept. Property coordinator Signature: _____	Received By: Signature: <u>[Signature]</u>
Title: <u>Sc Prod Spec</u>	Title: _____	Title: _____
Date: <u>1-31-12</u>	Date: _____	Date: _____

*[Handwritten signature]*

Cherokee County Board Of Commissioners  
 90 North Street, Suite 310  
 Canton, Georgia 30114

**Surplus Property Disposition**

Date: Oct 3 20 11

FORM SPD001

Transferred From:  <b>TAX COMMISSIONER</b>	Transferred to:  <b>SURPLUS</b>
--	---------------------------------------

Action Requested:	<input checked="" type="checkbox"/> Transfer	<input checked="" type="checkbox"/> Surplus	<input type="checkbox"/> Destruction
	<input type="checkbox"/> Trade-in		

Line	Qty	Description (Model, Serial#, Etc.)	Condition G-Good F-Fair P-Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Dell DT JLC38P41	P			
2	1	Dell DT 95CV631	P			
3	1	Dell OPTIPLEX 330 25SVBF1	P			
4	1	Dell OPTIPLEX 6X620 5F0D481	P			
5	1	HP 7812A CNJ1B01689	P			
6	1	CN: 0F5095-04180-48H-16VL Dell FP	P			
7	1	Dell 1704FPT CW-04429A-71618-G15-AC8E	P			
8	1	HP 7812A CNR1D08818	P			
9	1	HP LJ1300 CNBJK61146	P			
10	1	HP Q5745A <sup>3M</sup> MY53T110FR	P			
11	1	HP LJ P3005X CNR1P20169	P			
12	1	HP LJ 4300A CNEY502544	P			

Purchasing Representative Signature: <i>[Signature]</i>	Dept. Property coordinator Signature:	Received By: Signature: <i>[Signature]</i>
Title: <i>Sr Proc Spec</i>	Title:	Title:
Date: <i>1-31-12</i>	Date:	Date:

*Erwin*  
7

Cherokee County Board Of Commissioners  
 90 North Street, Suite 310  
 Canton, Georgia 30114

**Surplus Property Disposition**

Date: Oct 3 2011

FORM SPD001

Transferred From: <p style="text-align:center">TAX COMMISSIONER</p>	Transferred to: <p style="text-align:center">SURPLUS</p>
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Action Requested:	<input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Trade-in	<input checked="" type="checkbox"/> Surplus	<input type="checkbox"/> Destruction
-------------------	---	---	--------------------------------------

Line	Qty	Description (Model, Serial#, Etc.)	Condition G-Good F-Fair P-Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Optiplex 945 SN# 1153001	P			
2	1	Dell DT FLMJ541	P			
3	1	Dell PT LMMJ541	P			
4	1	Dell 3000 9100J81	P			
5	1	Cisnet DT SN: 201759880952	P			
6	1	Dell DT 53MMS1	P			
7	1	Dell DT B18VV31	P			
8	1	Dell DT HT2GV51	P			
9	1	HP Pavilion 500 SK23819822	P			
10	1	Dell DT 77C7811	P			
11	1	Dell DT 6T3MF21	P			
12	1	OPTIPLEX BF0P481	P			

Purchasing Representative Signature: <i>[Signature]</i>	Dept. Property coordinator Signature:	Received By: Signature: <i>[Signature]</i>
Title: <i>SI Procure Spec</i>	Title:	Title:
Date: <i>1/31/12</i>	Date:	Date:

*[Handwritten signature]*

Cherokee County Board Of Commissioners  
 90 North Street, Suite 310  
 Canton, Georgia 30114

**Surplus Property Disposition**

Date: Oct 3 2011

FORM SPD001

Transferred From: <p style="font-size: 2em; text-align: center;">TAX COMMISSIONER</p>	Transferred to: <p style="font-size: 2em; text-align: center;">SURPLUS</p>
--	---

Action Requested:	<input type="checkbox"/>	Transfer	<input type="checkbox"/>	Surplus	<input type="checkbox"/>	Destruction
	<input type="checkbox"/>	Trade-in				

Line	Qty	Description (Model, Serial#, Etc.)	Condition G-Good F-Fair P-Poor	Funding Information	Final Disposition	Fixed Asset#
1	8	Dell FP Monitor S/N: CN-041850-74445-96-495	P			
2		CN-0Y4299-71618-615-AC9W	P			
3		CN-0Y9833-71618-681-AMTX	P			
4		CN-0Y9833-71618-681-AMT?	P			
5		CN-0Y4299-71618-615-AC7R	P			
6		11 AADK	P			
7		11 ACA3	P			
8		11 AC75	P			
9	1	Dell 2500 Power Edge server FL98J41	P			
10						
11						
12						

Purchasing Representative Signature: <u>[Signature]</u> Title: <u>Procurement Spec</u> Date: <u>11/3/11</u>	Dept. Property coordinator Signature: Title: Date:	Received By: Signature: <u>[Signature]</u> Title: <u>N/A</u> Date:
--	---	---

*Svaristo*



### Cherokee County, Georgia Agenda Request

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SUBJECT: Donation of vehicles to the Georgia Public Safety Training Center (GPSTC)

MEETING DATE: February 7, 2012

SUBMITTED BY: Cherokee County Sheriff's Office / Stacey Williams

---

COMMISSION ACTION REQUESTED:

Approval to donate four Sheriff's Office Patrol Vehicles currently assigned for Precision Mobilization Technique (PIT) training to the Georgia Public Safety Training Center (GPSTC).

---

FACTS AND ISSUES:

These four vehicles have blown transmissions and body damage and it would not be cost effective to repair them. GPSTC does all maintenance on Cherokee Sheriff's Office vehicles assigned there for free and these cars would be used for spare parts. These cars are used for PIT training throughout the year.

---

BUDGET:

Budgeted Amount:	Account Name:
Amount Encumbered:	Account #:
Amount Spent to Date:	
Amount Requested:	
Remaining Budget	

Budget Adjustment Necessary: Yes  No  Note: If yes, please attach budget amendment form

Contract Approval Required: Yes  No   
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

---

ADMINISTRATIVE RECOMMENDATION:

Approval to donate four patrol vehicles to GPSTC.

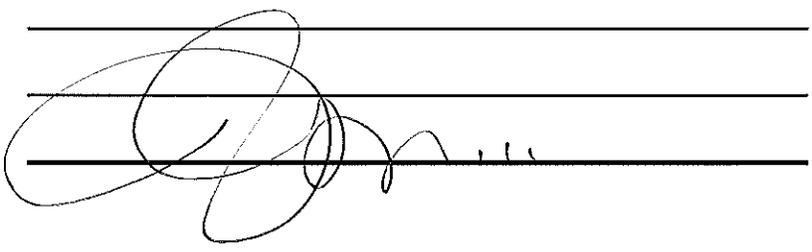
---

REVIEWED BY:

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_





**Cherokee County, Georgia  
Agenda Request**

---

1.6

SUBJECT: Lighting Services Agreement: Georgia Power MEETING DATE: February 7, 2012

SUBMITTED BY: Jerry W. Cooper, County Manager

---

**COMMISSION ACTION REQUESTED:**

Consider Lighting Services Agreement with Georgia Power for services to be provided at the Waleska Splash Pad Park for an estimated monthly charge of \$189.78.

---

**FACTS AND ISSUES:**

County Attorney has reviewed and approved the attached agreement.

---

**BUDGET:**

Budgeted Amount:	Account Name:
Amount Encumbered:	Account #:
Amount Spent to Date:	
Amount Requested:	
Remaining Budget	

Budget Adjustment Necessary: Yes  No  Note: If yes, please attach budget amendment form

Contract Approval Required: Yes  No

Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

---

**ADMINISTRATIVE RECOMMENDATION:**

Approve lighting services agreement with Georgia Power for an estimated monthly charge of \$189.78.

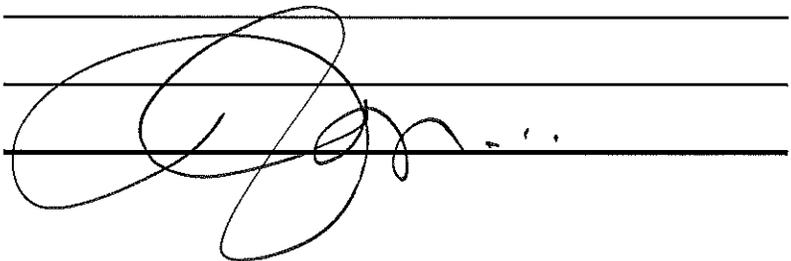
---

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_



Lighting Services – NESC® Standard Lease Agreement



Ref # \_\_\_\_\_ DWE # \_\_\_\_\_ LAMP # \_\_\_\_\_  
 Ref # \_\_\_\_\_ DWE # \_\_\_\_\_ LAMP # \_\_\_\_\_  
 Lead # \_\_\_\_\_

Customer Name: CHEROKEE COUNTY, GA Tel #: \_\_\_\_\_ Alt. Tel #: \_\_\_\_\_

Service Address: 704 Bartow St.  
(street, apt #, zip, etc)  
Waleska, GA 30183

Mailing Address: 1130 Bluffs Pkwy  
(street, apt #, zip, etc)  
Canton, GA 30114

SS# / Tax ID #: \_\_\_\_\_ Acct# 87309-20026 County: Cherokee Region: Metro West

Type Customer: Commercial  Industrial  Residential  New Account  Customer Choice   
 Conversion? Yes  No  Type of Construction: New  Existing

Description of Business (Apartment Complex, Car Dealer, etc.): Gline Park Splash Pool Area

Governmental  Non-Governmental

EQUIPMENT										
Prepaid Amount (excludes applicable sales tax)								Bill <input type="checkbox"/> Collected <input type="checkbox"/>		
Action	Qty	Lamp Wattage	Type Lamp (HPS, etc.)	Fixture Description	OH/UG	M/UM	Equipment Amount (\$)	Estimated Regulated Charge * (\$)	Estimated Monthly Charge * (\$)	
1	6	350	MH	SHOE BOX	UG	UM	\$104.22	\$85.65	\$189.78	
							<b>Monthly Total*</b>	<b>\$ 104.22</b>	<b>\$ 85.65</b>	<b>\$ 189.78</b>
* Estimated Regulated Charge is subject to change at any time as dictated by the Georgia Public Service Commission. "Estimated Monthly Charge" is the sum of "Equipment Amount" and "Estimated Regulated Charge" and will vary with the Regulated Charge.										
Project Notes:										

Initial Term of Agreement: 1 Months *Initial term starts on the date billing begins*

Customer agrees to lease the Equipment described above from Georgia Power Company on the attached terms and conditions.

Customer's Authorized Signature:

Georgia Power Company:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Print \_\_\_\_\_  
 Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print \_\_\_\_\_  
 Name: Nealy Scott  
 Print \_\_\_\_\_  
 Title: Account Executive

® NESC is a federally registered trademark of IEEE

1. Lighting Equipment Lease. Georgia Power Company ("GPC") will lease to Customer the "Equipment" described in this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1) and will provide electric service to operate the Equipment. Customer grants a license and right of access to GPC (and to GPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Equipment; to remove or disconnect pre-existing equipment as noted, to provide electric service for the Equipment, or to conduct any other Agreement-related activity (collectively, the "GPC Activities"). Customer acknowledges that the Equipment, though attached to real property, will always remain the exclusive personal property of GPC and that GPC may remove the Equipment when the Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require GPC to modify or replace some equipment.
2. Term. The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the initial Term, the Agreement will automatically renew on a month-to-month basis until terminated by either Customer or GPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is the Mailing Address shown on Page 1.
3. Payment. GPC will invoice Customer per the terms stated on Page 1. Customer acknowledges that the electric service charge will vary as dictated by the Georgia Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT GPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
4. Equipment Protection. Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near the Equipment) of the Equipment's presence. Either Customer or the other party must provide notices and locale requests to the Georgia Utilities Protection Center and must coordinate all activities with the Utilities Protection Center and with all utility facility owners or operators as required by the then-current Georgia Utility Facility Protection Act (O.C.G.A. 25-9-1, *et seq.*) or High-voltage Safety Act (O.C.G.A. § 46-3-30 *et seq.*). As between Customer and GPC, Customer will bear all costs arising from failure to comply with these laws or for Equipment damage caused by anyone other than GPC (or GPC's representatives or contractors). IF THE EQUIPMENT IS DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO GPC AS SOON AS POSSIBLE BY CALLING (8688) 660-5890.
5. Maintenance. During this Agreement's term, GPC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify GPC of any need for Equipment repair by either calling (888) 660-5890 or reporting the need online (<http://outdoorlighting.georgiapower.com>). If the Equipment damage was caused by Customer, Customer will reimburse GPC for the repair or replacement cost.
6. Safety Damages. CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT GPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES SAFETY. GPC MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY) REGARDING THE EQUIPMENT OR ANY GPC ACTIVITY UNDER THIS AGREEMENT. Customer will not be entitled to indirect or consequential damages from GPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Equipment or this Agreement.
7. No member, official or employee of Customer shall be personally liable to GPC or any successor in interest in the event of any default or breach by Customer or for any amount which may become due to GPC or successor or on any obligation under the terms of this Agreement. Likewise, GPC's performance of services under this Agreement shall not subject GPC's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against GPC or Customer, respectively, and not against any employee, officer, director, or elected or appointed official.
8. Default. Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Equipment during the Agreement's remaining term, remove the Equipment from the Premises, and seek any other available remedy.
9. Entire Agreement. This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g., address, phone, website), may be provided at any time by written notice to the other party. This Agreement will be governed by Georgia law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
10. Pole Attachments. If Customer desires to attach anything to any Equipment (poles, light fixtures, etc.), Customer must first obtain GPC's written permission. Customer must call GPC Lighting Services Business Unit at 1-888-768-8458 to obtain the proper pole attachment authorization.
11. Georgia Security, Immigration, and Compliance Act (Applicable Only if Customer is a Georgia Governmental Entity). Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this Agreement is a contract for physical performance of services within the State of Georgia. Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-02 is a condition of this Agreement and is mandatory. GPC's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-02 will be attested by execution of the contractor's affidavit attached as Exhibit "1" and made a part of this Agreement. GPC agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor attestation of subcontractor's compliance with O.C.G.A. §13-10-91 and Rule 300-10-1-02 by execution of a subcontractor's affidavit in the form attached as Exhibit "2". The affidavit will become a part of the GPC/subcontractor agreement and GPC will maintain records of the affidavits for inspection by Customer.
12. Customer Representations. Customer represents to GPC that (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activities (including the use of vehicles, equipment, tools, and

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials \_\_\_\_\_ Date \_\_\_\_\_

materials as necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than six inches from the grade existing at the time of Equipment installation.

- (a) Customer Duty. If GPC agrees to allow Customer to perform any part of the Employment installation (including trenching) itself or through a third party, Customer warrants that its work will meet GPC's installation specifications (which will be provided to Customer and are incorporated by this reference). Customer will bear all reasonable additional costs arising from Customer's non-compliance with GPC's specifications or lack of timely (i.e. 10 days') notice to GC that GPC's portion of the Equipment installation can commence.
  
- (b) Underground Facilities/Obstructions. Because GPC's Activities may require excavation or digging, Customer acknowledges that Customer must mark all underground obstructions and private utilities and facilities (e.g., gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cable or lines, etc.) at the premises. Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before GPC commences Equipment installation or other GPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
  
- (c) Unforeseen Conditions. If Customer fails to properly mark or identify a private utility or facility or other underground obstruction and damage occurs in connection with GPC' Activities, Customer agrees that, as between Customer and GPC, Customer will bear sole responsibility and that GPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc., not properly identified and marked by Customer ("Unforeseen Condition"). If an Unforeseen Condition is encountered, GPC, in its sole discretion, may stop all GPC Activity, and Customer either remedies the Unforeseen Condition or agrees to reimburse all GPC expenses arising from the Unforeseen Condition. Customer will bear all costs of any Equipment modification or change requested by Customer or dictated by Unforeseen Conditions or circumstances outside GPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT "1"**

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit "2." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
Georgia Power Company

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT "2"**

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Georgia Power Company on behalf of Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
[Insert Subcontractor Name]

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

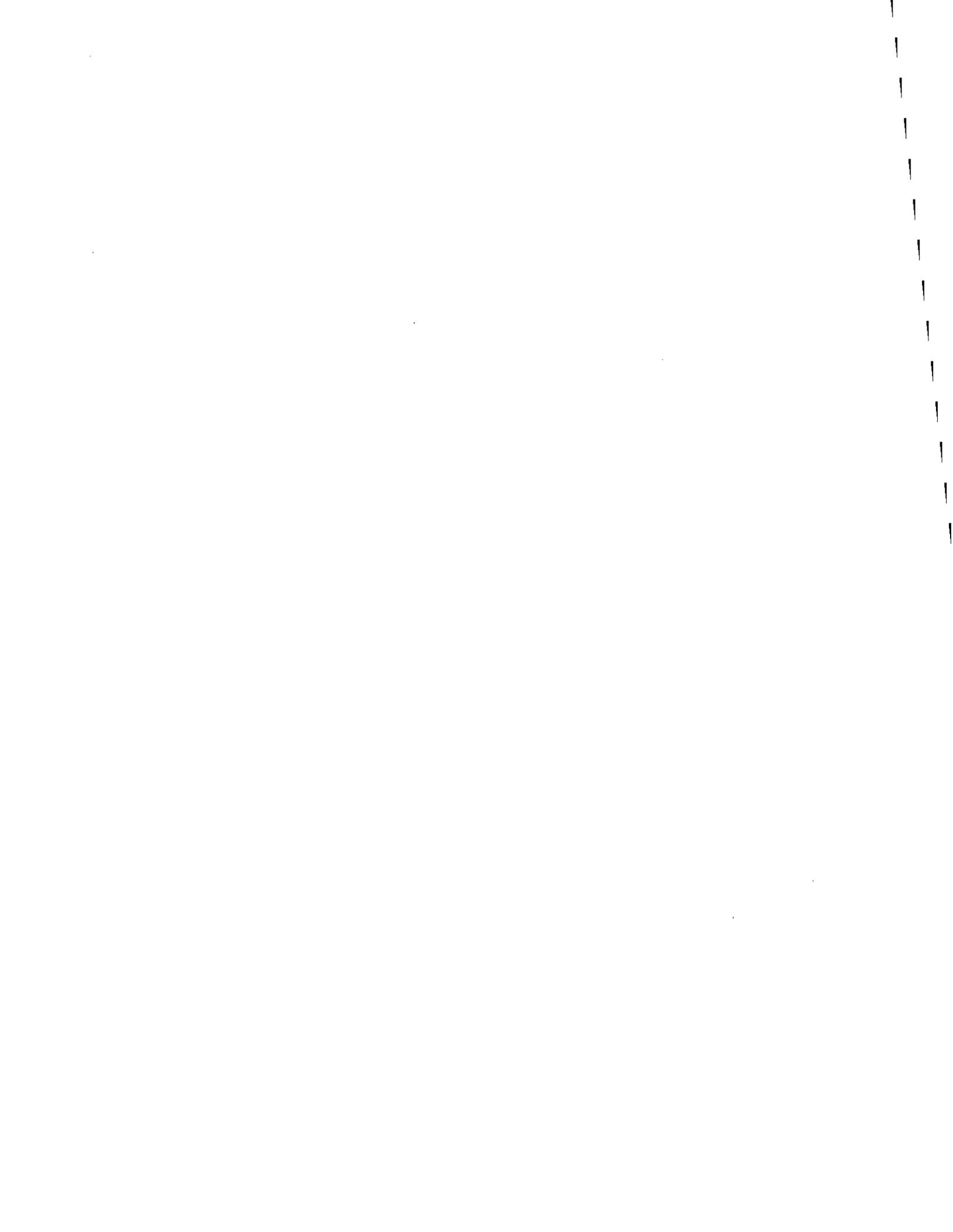
\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials \_\_\_\_\_

Date \_\_\_\_\_





# Cherokee County Board of Commissioners

## 2012 BUDGET OVERVIEW





# 2012 Budget – Review Tools

- 2012 Budget Overview – 50+ Page Summary
  - Includes assumptions, review of major funds, headcount summary, review of significant expenditures, glossary of all funds
- 2012 Budget Book
  - Includes Operating Statements and Headcount Reports (By Position Description) for Each Department
  - Just the General Fund is 200+ pages
- Both will be on County Website Today
- Hard Copy Available for Public Review – See County Clerk
- Public Hearing on January 17, 2012 at 6 pm in Cherokee Hall (BOC Meeting Room at Bluffs Admin Building)

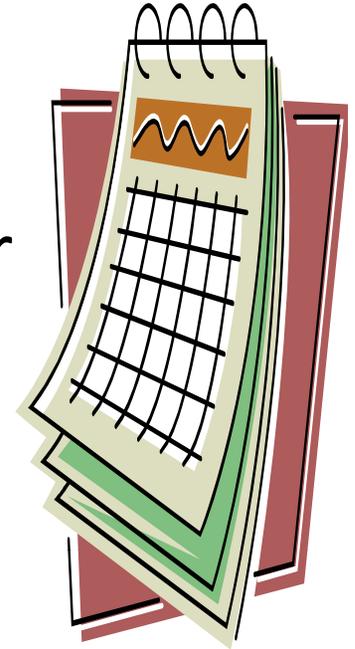


# 2012 Budget Overview

- Change in Fiscal Year
- Total County-Wide Budget Summary
- Revenue Assumptions/Expense Guidance
- One-Time Funding Sources
- Headcount
- Individual Review of Significant Operating Funds
- Capital Funds/Debt Service Funds Review
- Review of Significant Expenditures
- Glossary of All Funds



# Change In Fiscal Year



Cherokee County is changing our fiscal year

- from January 1 – December 31
- to October 1 – September 30

## Benefits:

- Better matching of current year revenues with current year expenses – so we can operate on a truer cash basis
- More transparent presentation of fund/cash balances at September 30
- Budget preparation will be closely timed with millage rate setting process (millage rates adopted in late July)
- Health insurance plan runs Oct 1 – Sept 30



# Change In Fiscal Year

## **First Year Implementation**

- 2012 is a short year: January 1 – September 30 (9 months)
  - 2012 Budget Reports reflect historical calendar years, but also a “9 month comparable” to 2011 (see columns under “Short Fiscal”)
  - We believe providing a “9 month comparable” is more transparent to interested parties – so they can see true budget changes
- Fiscal Year 2013 will then be: Oct 1, 2012 – Sept 30, 2013
- We will complete annual audit/2011 CAFR in March – June 2012 timeframe
- We will be developing the 2013 Budget in overlapping timeframe
- Due to limited resources and timing of 2011 audit – budget information available for July 2012 millage rate process will be work-in-progress
- We will be required to complete a second audit/CAFR in 2012 to close the Jan 1 – Sept 30, 2012 short year



# County Wide Summary

<b>BUDGETS</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Calendar Year	\$196.1	\$178.4	
9 Month Comparable	\$147.1	\$133.8	\$132.3
2011 v 2010 Decrease		-9.0%	
2012 v 2011 Decrease			-1.1%

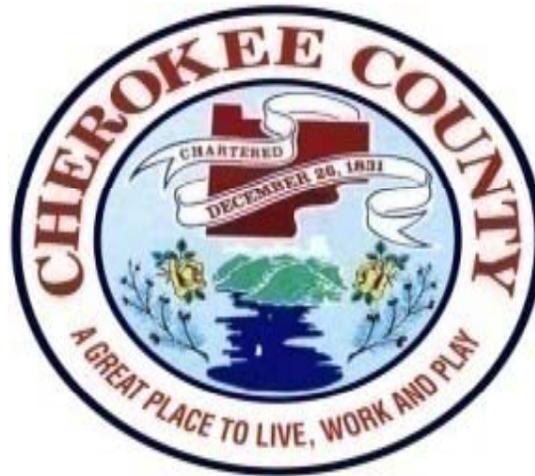
**On a comparative basis, the 2012 Budget has decreased \$1.5M, or 1.1%**

- Operational expenses decreased \$1.2M, or 1.3%
- Capital investment spending decreased \$0.3M, or 0.6%
  - Increased SPLOST spending driven by reserves and anticipated sales tax collections – no increase to the taxpayer
  - Increased Parks Bond spending represents construction underway, utilizing reserves and voter approved bond proceeds – no increase to the taxpayer
  - Debt service decreased since we have repaid two bonds in 2011



**CHEROKEE COUNTY BOARD OF COMMISSIONERS**  
**EXPENSE SUMMARY BY FUND**  
**2012 BUDGET COMPARISON TO 2011**

	<u>2011 Budget (75%)</u>	<u>2012 Budget</u>	<u>Change</u>	<u>%</u>
General	39,681,868	39,605,873	(75,995)	-0.2%
Admin/Allocated Costs	1,566,359	1,497,941	(68,418)	-4.4%
Office of Economic Dev	760,235	702,750	(57,485)	-7.6%
<b>Total General Fund</b>	<b>42,008,462</b>	<b>41,806,564</b>	<b>(201,899)</b>	<b>-0.5%</b>
Fire	13,735,012	13,193,864	(541,148)	-3.9%
EMS	5,064,690	4,928,354	(136,336)	-2.7%
E911	3,203,132	3,128,866	(74,266)	-2.3%
Insurance Premium Tax	4,447,449	4,518,236	70,787	1.6%
Parks & Rec (CRPA)	1,974,005	2,324,428	350,423	17.8%
Insurance & Benefits	7,551,812	7,503,018	(48,794)	-0.6%
Senior Services	930,024	868,230	(61,794)	-6.6%
Animal Shelter	714,012	751,619	37,607	5.3%
Transportation	1,231,312	905,334	(325,978)	-26.5%
Fleet Maint	1,066,145	1,154,090	87,945	8.2%
<b>Other Major Ops Funds</b>	<b>39,917,593</b>	<b>39,276,039</b>	<b>(641,554)</b>	<b>-1.6%</b>
<b>Total Major Operations</b>	<b>81,926,055</b>	<b>81,082,602</b>	<b>(843,453)</b>	<b>-1.0%</b>
Multiple Grant	1,420,326	298,074	(1,122,252)	-79.0%
DUI Court	289,999	258,430	(31,569)	-10.9%
Jail	657,431	844,500	187,070	28.5%
Law Library	114,000	105,610	(8,390)	-7.4%
Sheriff Forfeitures	0	131,965	131,965	0.0%
Victim/Witness	144,464	158,445	13,982	9.7%
DATE	114,375	126,965	12,590	11.0%
Hotel/Motel Tax	60,000	88,850	28,850	48.1%
DA Confiscated Assets	30,000	30,000	0	0.0%
CDBG	1,343,935	2,092,046	748,111	55.7%
Resource Recovery	914,492	608,171	(306,321)	-33.5%
Conference Center	242,026	271,253	29,227	12.1%
SO Confiscated Assets	75,000	75,270	270	0.4%
SO Commissary	225,000	225,045	45	0.0%
<b>Total Other Funds</b>	<b>5,631,046</b>	<b>5,314,624</b>	<b>(316,423)</b>	<b>-5.6%</b>
<b>TOTAL OPERATING</b>	<b>87,557,102</b>	<b>86,397,226</b>	<b>(1,159,876)</b>	<b>-1.3%</b>
Impact Fees	300,000	0	(300,000)	-100.0%
SPLOST	23,613,660	26,546,167	2,932,507	12.4%
Parks Bond	12,935,424	15,000,000	2,064,576	16.0%
<b>Total Capital Projects</b>	<b>36,849,084</b>	<b>41,546,167</b>	<b>4,697,083</b>	<b>12.7%</b>
Debt Service	9,367,714	4,375,382	(4,992,332)	-53.3%
<b>TOTAL CAPITAL RELATED</b>	<b>46,216,798</b>	<b>45,921,549</b>	<b>(295,249)</b>	<b>-0.6%</b>
<b>ALL</b>	<b>133,773,900</b>	<b>132,318,775</b>	<b>(1,455,125)</b>	<b>-1.1%</b>



# Revenue Assumptions/ Expense Guidance

2012 BUDGET



# Revenue Assumptions

## TAXES (2012 BUDGET = \$42.0M)

- Property Taxes:
  - Millage Rates: General Fund 5.365, Fire Fund 3.129, Parks Bond 0.641
    - Assumed bills would be mailed in September 2012
    - Assumed similar cashflow as 2011
    - Per county revenue policy (which is consistent with other counties), revenue received within 60 days of the end of the fiscal year is counted in that year
      - In other words, property tax revenue received in Oct & Nov 2012 for the 2012 assessment, must be counted as FY 2012 revenue (~ \$4.7M)
    - From a calendar year perspective – assumed 100% of assessed amount is collected, 95% recorded as Current Year and 5% recorded as Prior Year
- SPLOST Taxes:
  - 2008 avg = \$2.45M/month, 2009 avg = \$2.35M/month, 2010 avg = \$2.32M/month
  - 2011 avg = \$2.43M/month
  - 2012 Budget = \$2.4M/month



# Revenue Assumptions

- Insurance Premium Tax:
  - 2011 revenue (received in Oct 2011), increased \$800k over historical and budget due to consideration of 2010 census
  - 2010 Actual/2011 Budget = \$5.7M
  - 2011 Actual/2012 Budget = \$6.5M
- All Other Taxes:
  - Cable television franchise tax, bank franchise tax, hotel/motel tax, alcohol excise tax all budgeted = 2011 September YTD

## **LICENSES & PERMITS (2012 BUDGET =\$1.2M)**

- Business Licenses
  - Budget for renewals = exact amount billed by DSC on 12/1/2011 (\$527K)
  - New business licenses budgeted at \$4k/month which is ~ 2011 actual experience
- Building Inspection
  - Fees planned to increase \$150k for full year (part of millage rate setting process)
  - For FY 2012 short year: increase from \$318,750 2011 Budget to \$427,500
- Beer & Wine License
  - For 12 months: 2011B = \$200,000, 2011F = \$216,700, 2012B = \$207,500
  - For 9 months: 2012B = \$200,000



# Revenue Assumptions

## INTERGOVERNMENTAL/GRANTS (2012 BUDGET = \$4.5M)

- Multiple Grant Fund - EECBG Completed in 2011 which decreased the budget for this fund by \$1.3M. Multiple Grant fund 2012 budget is only for known grants. As new grants are received throughout the year, budget amendments will be completed. 2012 Budget = \$245K
- CDBG will increase in 2012. While the overall grant funding decreased, Cherokee County's portion of this grant increased because poverty in our County increased. 2012 Budget = \$2.1M
- Transportation – 2011 was budgeted based on full amount of grants. 2012 is budgeted based on amount of the grants expected to be spent. 2012 Budget = \$479K
- Senior Services 2012 Budget = \$460K
- GDOT LMIG Grant for Roads & Bridges 2012 Budget = \$1.2M

## CHARGES FOR SERVICES (2012 BUDGET = \$20.9M)

Please see County-Wide Budget/Forecast Report for 65 individual revenue accounts. However, most accounts budgeted at Sept 2011 YTD actuals – except for known variances:

2012 Budget is \$365k < 2011 Actual due to:

- Prisoner Housing Fees decreased \$100k from 2011 Actual, but increased \$110k over 2011 Budget. 2012 Budget assumed to be closer to 2010 Actual. But even if higher (like 2011), this revenue does not cover true costs of housing state prisoners.



# Revenue Assumptions

## CHARGES FOR SERVICES (continued)

- Commissions on tax collections decreased \$138k, but this is timing only. 2012 Forecast for full calendar year = 2011 Full Year Forecast
- E911 Fees decreased \$42k, due to declining number of landlines. Revenue expected to increase in FY 2013 for prepaid phone cards.
- Fire Protection Fees decreased \$83k, but only due to timing of expected collections.
- EMS Charges decreased \$125k, but this is a reflection of *billings only*. Cash *collections* were based on historical averages and are not expected to decrease.
- Other Fees increased \$118k due to an increase in Jail Commissary Fees. However, these revenues only represent inmate “deposits” held for their personal expenses.

## FINES & FORFEITURES (2012 BUDGET = \$4.8M)

- All fines for all courts budgeted at Sept 2011 YTD actuals, which is \$388k > 2011 Budget
- New revenue account added for Sheriff Fines/Forfeitures – but these revenues legally restricted to specific law enforcement activities



# Revenue Assumptions

## INTEREST REVENUE (2012 BUDGET = \$17k)

- In 2009 interest revenue was \$487k, \$183k in 2010, and \$52k forecast for 2011. Because interest rates continued to drop in 2011, for 9 months of 2012 it is budgeted at \$17k.

## MISCELLANEOUS REVENUE (2012 BUDGET = \$1.5M)

- Because miscellaneous revenue can be one-time, lump payments – we budgeted conservatively for only known items. Sept 2011 YTD Actual = \$1.8M, 2012 Budget = \$1.5M

## BOND PROCEEDS (2012 BUDGET = \$11.4M)

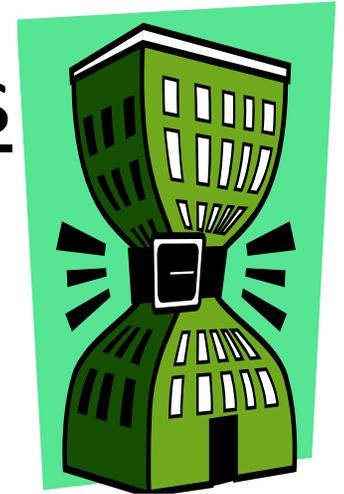
- Another tranche of Parks Bonds will be issued in January 2012

## SALE OF ASSETS (2012 BUDGET = \$0)

- Because the Sale of the Old Admin Building is still unknown, it was not budgeted in 2012. Fortunately Insurance Premium Tax increased (which we had not expected during the millage rate setting process) to offset the amount required to support our operating funds.



# Expense Budget Assumptions



- In general, all departments were instructed to limit their 2012 Budget to 75% of the 2011 Budget
- Exceptions:
  - Any increase or decrease included in the millage rate setting process:
    - Fuel and Electricity cost increases (increase in rate, not consumption)
    - Legal cost decreases
    - Elections allowed to increase for presidential election year
  - Timing differences for lump-sum expense payments (e.g. software maintenance contracts requiring full payment in first 9 months, could not be limited to 75%)
  - Departments impacted by eliminated positions were required to first reduce their baseline for the salary/benefits savings, and then the 75% Target was calculated



# One-Time Funding Sources

## **Amounts Reflect 9 Month Short Year:**

- Utilization of Pension Credit \$1.4M (\$1.9M for 12 months)
- Additional Jail Fund Funding \$638k (\$851k for 12 months)
- No Sale of Assets Budgeted



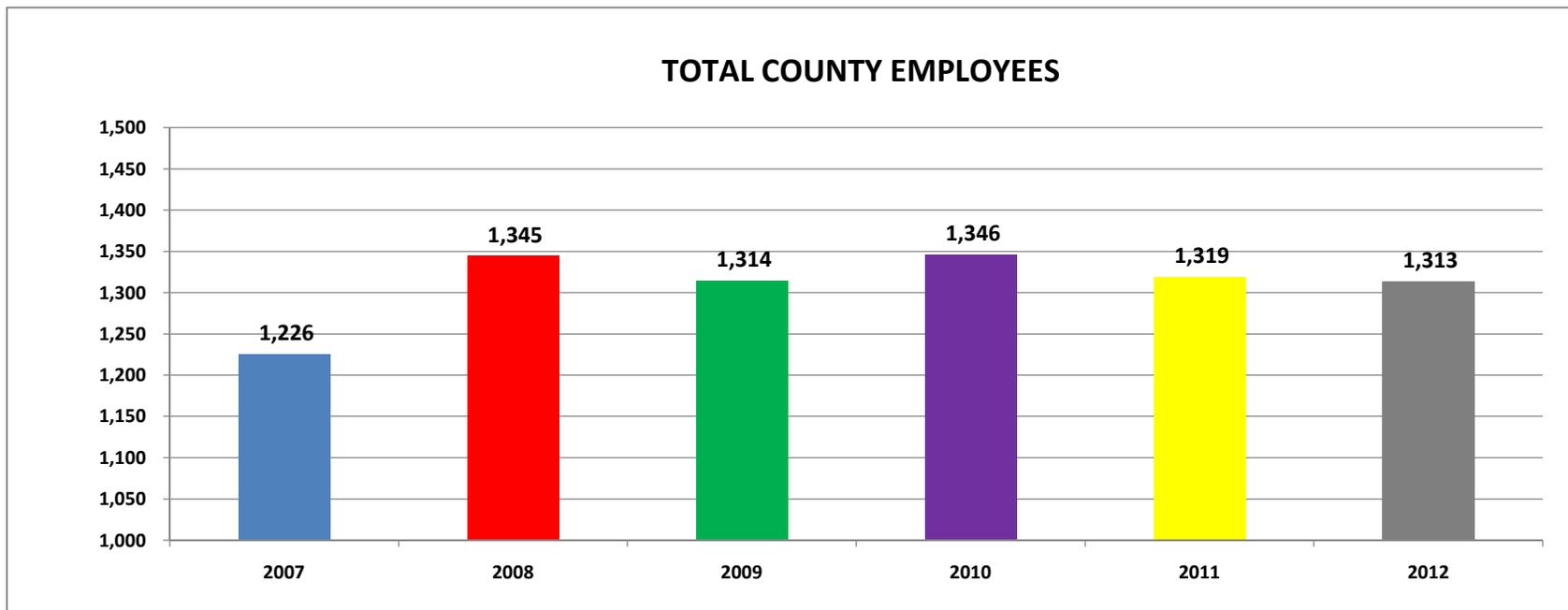
# Headcount/Personnel Summary

2012 BUDGET



# HEADCOUNT REQUIRED TO SUPPORT COUNTY

	<u>Average # of Filled Positions Throughout Time Period</u>				<u>Budget</u>	
	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Full Time	1,127	1,221	1,208	1,210	1,192	1,155
Part Time	99	124	107	136	127	158
Total County Employees	1,226	1,345	1,314	1,346	1,319	1,313
State Employees	14	18	18	18	18	18
Total Headcount Supporting County	1,240	1,362	1,332	1,364	1,337	1,331



## Variance Notes

2008 FT Headcount increased by 94 primarily due to CRPA joining the County in mid-2007 (17 positions), and a commitment to fill vacant and also add Public Safety positions (Sheriff Office + 22, Fire +20, EMS +16, and E911 +4), and an increase in Judicial Services (+7)

2008 PT headcount increased by 25 primarily due to CRPA joining the County in mid-2007 (16 positions), and election poll workers (6 positions)

2010 PT positions increased over 2009 primarily due to more election workers required for a presidential election year (+26)

2012 FT Headcount decreased 37 positions due to the ISRP (17 positions) and reorgs/eliminations of vacants & replacements with PT positions (15 positions).

In addition 5 FT positions had been planned to be eliminated in mid-year 2011.

2012 PT Headcount increased to help offset the gap created by FT position eliminations, the hiring of a Fire/EMS recruit class, and creation of more PT positions within CRPA for new programs





# Headcount – FT Positions Eliminated

<b>Incentivized Selective Retirement Plan</b>	
	Positions
Fire	10
Sheriff	4
Marshal/Code Enforcement	1
IT	1
District Attorney	1
<b>Total</b>	<b>17</b>
<b>Reorganization/Other Eliminations</b>	
	Positions
Planning & Zoning	2
Development Inspection	1
Marshal/Code Enforcement	1
Community Services/CATS	3
Tax Commissioner	3
Clerk of Court	4
Property Management	1
<b>Total</b>	<b>15</b>
<b>TOTAL</b>	<b>32</b>

The County eliminated 32 FT positions through an Incentivized Selective Retirement Plan, consolidating organizations, eliminating a few vacant positions, and replacing FT positions with PT positions.

During this reorganization, some existing positions required promotions in order to ensure the County could still cover required services.

On a net basis, these changes will save the County \$1.0M annually.

Please note: There were 5 other positions eliminated in 2011, but these were part of 2011 Planning , and these positions were eliminated mid-year. Therefore the headcount report reflects a net reduction of **37 FT** positions.



# Review of Major Operating Funds

2012 BUDGET



# General Fund

<b>BUDGETS</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Calendar Year	\$60.6	\$56.0	
75% Target	\$45.5	\$42.0	\$41.8
2011 v 2010 Decrease		-7.6%	
2012 v 2011 Decrease			-0.5%



## Significant drivers of \$202k, or 0.5% decrease:

- \$500k savings from ISRP/Position Eliminations
- \$215k increase in Elections Cost due to presidential election year
- \$50k Decrease in Workers Compensation
- \$110k Increase in Fuel and Utilities
- \$600k new transfer to RRDA as a long-term loan
- \$460k Transfer of GIS and Animal Control to Insurance Premium Fund (not considered savings, transfer of cost only – however, not reliant on property taxes from county property owners)



# General Fund Transfers:

General Fund provides support to the following funds:

<u>Interfund Transfers</u>	<u>2011 Budget @ 75%</u>	<u>2012 Budget</u>
EMS	403,503	496,709
Parks	548,017	551,442
Transportation		149,128
Animal Shelter	562,019	180,597
Senior Services	441,641	385,225
RRDA		608,171
Grant Match	39,242	39,154
<b>Total</b>	<b>1,994,423</b>	<b>2,410,425</b>

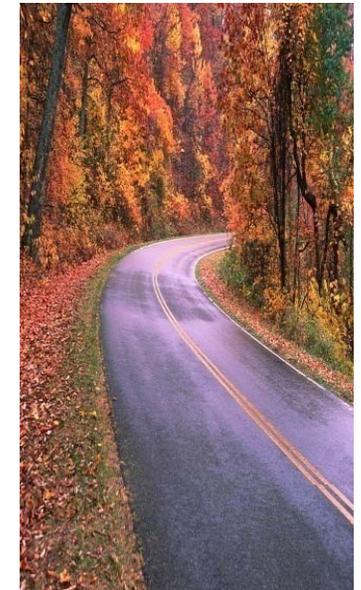
- EMS Fund expenses are budgeted lower in 2012; however, the fund is no longer budgeted to receive funding from the Insurance Premium Fund. This requires an increase from the General Fund.
- Transportation transfer increased over 2011 Budget, due to federal funding sources that were not available as planned.
- Support to Animal Shelter did not decrease; 50% of Landfill Hosting Fees that had been deposited in the General Fund will now fund Animal Shelter directly. Therefore support is ~ equal to 2011. (This direct allocation of landfill fees was required for GASB 54).
- The transfer to Senior Services decreased with the resolution of a worker's comp case.
- The General Fund will loan \$608k to the RRDA Fund on a long-term loan.



# Insurance Premium Tax Fund



<b>BUDGETS</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Calendar Year	\$7.0	\$5.9	
75% Target	\$5.3	\$4.4	\$4.5
2011 v 2010 Decrease		-15.6%	
2012 v 2011 Increase			1.6%



## **Factors contributing to the fund increasing \$70k or 1.6%:**

- \$185k savings from ISRP/Position Eliminations
- \$55k Increase in Fuel and Utilities
- \$263k decrease – elimination of transfer to EMS Fund
- \$460k Transfer of GIS and Animal Control to Insurance Premium Fund (not considered increase, transfer of cost only)

*Note: The Georgia Commissioner of Insurance collects insurance premium tax from insurance companies and distributes to counties based on population. This revenue is intended to cover services provided primarily to residents of the unincorporated area. Therefore, services provided by departments in this fund are not funded by property taxes.*





# Fire Fund



BUDGETS	2010	2011	2012
Calendar Year	\$19.4	\$18.3	
75% Target	\$14.6	\$13.7	\$13.2
2011 v 2010 Decrease		-5.6%	
2012 v 2011 Decrease			-3.9%



## Significant drivers of \$541k, or 3.9% decrease:

- \$615k savings from ISRP, partially offset by promotions and hiring PT employees
- \$50k Increase in Workers Compensation (for carryover cases)
- Increase in Fuel and Utilities, but other operating expenses cut

*Note: The Fire District millage rate for 2011 is 3.129. In addition, the Fire District receives fire protection revenue from cities in the county of \$0.9M.*





# Transportation Fund



<b>BUDGETS</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Calendar Year	\$2.2	\$1.6	
9 Month Comparable	\$1.6	\$1.2	\$0.9
2011 v 2010 Decrease		-24.3%	
2012 v 2011 Decrease			-26.5%



## Significant drivers of \$326k, or 26.5% decrease:

- In 2011 we discovered federal operating grants were budgeted, but not available
- The new Management Team reviewed available funding and necessary services
- The majority of federal funding available is capital related. Management decided capital assets are not required at this time, so capital expenditures were removed from the budget ~ \$325k.
- While overall costs remained relatively constant, because the fund will not receive federal operating support for the Canton route, and grant funding has also been reduced for the rural route and the van pool, the General Fund will be required to cover the \$149k shortfall.

*Note: This fund is budgeted to receive \$479k in grant support. Other revenue is budgeted at \$277k. Therefore 84% of expenditures are budgeted to be covered by sources other than property taxes.*



# Transportation Fund



2012 BUDGET (9 MONTH SHORT FISCAL YEAR)						
			Urban Route Fed Grant - Capital Only (ARRA1)	Rural Route Fed Grant - Capital Only (ARRA2)		TOTAL
	Urban "Canton" Route (FIXED)	Rural Route (5311)	Van Pool (G266)			
<b>REVENUE</b>						
Grant Funding	\$0	\$173,800	\$66,000	\$191,428	\$48,000	\$479,228
Passenger Fares	\$14,250	\$18,750	\$0	\$0	\$0	\$33,000
Other External Revenue	\$0	\$243,978	\$0	\$0	\$0	\$243,978
<b>TOTAL REVENUE</b>	<b>\$14,250</b>	<b>\$436,528</b>	<b>\$66,000</b>	<b>\$191,428</b>	<b>\$48,000</b>	<b>\$756,206</b>
<b>TOTAL EXPENSES</b>	<b>\$73,568</b>	<b>\$509,838</b>	<b>\$82,500</b>	<b>\$191,428</b>	<b>\$48,000</b>	<b>\$905,334</b>
<b>GAIN/LOSS</b>	<b>(\$59,318)</b>	<b>(\$73,310)</b>	<b>(\$16,500)</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$149,128)</b>
<b>GENERAL FUND TRANSFER</b>						<b>\$149,128</b>
<b>BALANCE</b>						<b>\$0</b>





# E911 Fund



<b>BUDGETS</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Calendar Year	\$4.5	\$4.3	
9 Month Comparable	\$3.3	\$3.2	\$3.1
2011 v 2010 Decrease		-4.3%	
2012 v 2011 Decrease			-2.3%



### **Significant drivers of \$74k, or 2.3% decrease:**

- Telephone companies qualify for reimbursements once they achieve compliance.
- Since the 2011 actual reimbursement expenses are forecast to be 30% under budget, the 2012 Budget was adjusted for a similar trend. ~ \$87k
- The Workers Comp Budget increased \$15k for a specific claim.

*Note: The E911 Fund receives no support from the General Fund/property taxes. All revenues are collected through fees charged by phone companies.*



# EMS Fund



<b>BUDGETS</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Calendar Year	\$6.9	\$6.8	
9 Month Comparable	\$5.2	\$5.1	\$4.9
2011 v 2010 Decrease		-2.5%	
2012 v 2011 Decrease			-2.7%

## Significant drivers of \$136k, or 2.7% decrease:

- In 2011 EMS has been able to delay costs, and is forecast to be under the 2011 budget
- The EMS budget for 2012 was reduced to be more in line with the 2011 forecast
- It is also expected that with new ambulances, vehicle maintenance will decrease

*Note: True cash expenses are budgeted to be \$3.1M. Due to very successful billing and collections, the EMS Fund generates enough revenue to cover 84% of its expenditures. The General Fund only provides 16% of this fund's cash requirements.*





# Parks & Recreation Fund



<b>BUDGETS</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Calendar Year	\$2.8	\$2.6	
9 Month Comparable	\$2.1	\$2.0	\$2.3
2011 v 2010 Decrease		-6.8%	
2012 v 2011 Increase			17.8%



## Significant drivers of \$350k, or 17.8% increase:

- The Parks & Recreation organization added the Cherokee Youth Basketball association into their operations. This program will add \$350k to expenses, but also ~ \$400k to revenues.

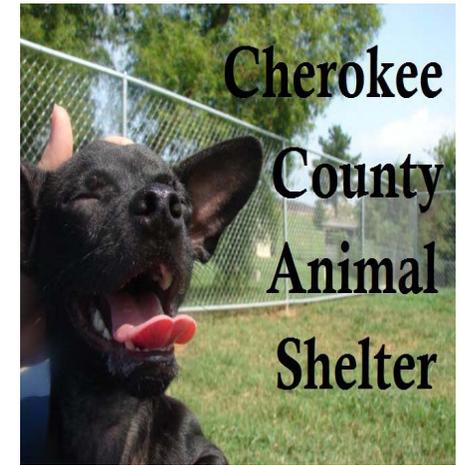
*Note: CRPA is budgeting \$1.1M in program fees to cover 47% of expenditures. Alcoholic beverage taxes provide an additional \$650k of funding. Together, CRPA expenditures are 75% covered by sources other than property tax.*





# Animal Shelter Fund

<b>BUDGETS</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Calendar Year	\$0.9	\$1.0	
9 Month Comparable	\$0.7	\$0.7	\$0.8
2011 v 2010 Increase		1.1%	
2012 v 2011 Increase			5.3%



## **Significant drivers of \$37k, or 5.3% increase:**

- The Animal Shelter is considering new services which will generate higher expenses, but also higher revenues. Revenues for new services have been included in the Budget, but will require BOC approval before implementation.
- If new services are implemented, the additional revenues could cover other increasing operating costs including:
  - Utility costs increased \$6k
  - Health insurance costs increased \$6k in 2012 based on employee changes

*Note: This fund receives \$398k of revenue funding from Landfill Hosting Fees, \$173k from adoption fees, contributions, and other shelter services. Therefore, 76% of funding is received from sources other than property tax.*



# Senior Services Fund

<b>BUDGETS</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Calendar Year	\$1.2	\$1.2	
9 Month Comparable	\$0.9	\$0.9	\$0.9
2011 v 2010 Decrease		-0.6%	
2012 v 2011 Decrease			-6.6%



## Significant drivers of \$62k, or 6.6% decrease:

- A significant workers comp case was resolved, therefore the budget was reduced.
  - The 2011 Budget for WC = \$105k, the 2011 Forecast = \$65k
  - 2012 WC expenses are budgeted to be \$22k

*Note: The Senior Center is budgeting to receive \$459k in federal and state grants for operations . This covers 53% of operating expenditures.*



# Review of Capital Funds

2012 BUDGET



# SPLOST FUNDS



<b>BUDGETS</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Calendar Year	\$30.0	\$31.5	
9 Month Comparable	\$22.5	\$23.6	\$26.5
2011 v 2010 Increase		5.1%	
2012 v 2011 Increase			12.4%

## Significant drivers of \$2.9M, or 12.4% increase:

- Capital funds function much differently than operating funds
- With SPLOST funding, projects are planned over several years, and revenues are spent as the projects are undertaken/completed
- Therefore, spending can vary year-to-year depending on the project plan
- When spending increases or decreases – it is related to the specific projects; it is not a reflection of increased taxes on residents



Library Facilities & Books \$1.95M



Fire Dept Training Center \$2.3M  
Misc Cap \$0.4M



Senior Center Expansion \$450k

# SPLOST

PENNIES AT WORK

SPLOST V Revenues & Spending = \$24.6M



Ambulances \$710k



Parks & Recreation \$5.1M  
(City Club \$1.4M, Aquatic Center \$2.6M , Various Other \$1.1M)



Airport \$267k



Roads & Bridges \$ 3.7M



Emergency Communication Systems \$400k



Law Enforcement \$1.9M  
- Training Center



Debt Service \$3.1M  
Cities Portion \$4.3M

# Parks for Cherokee

Parks Bond 2012 Spending = \$15.0M



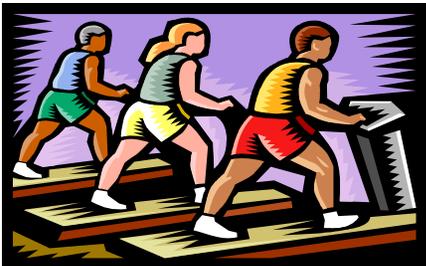
Project  
Mgmt/Admin  
\$229k



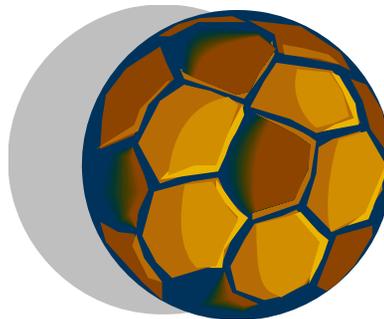
Aquatic Center \$8.250M



Blankets Creek  
Bike Trails \$650k



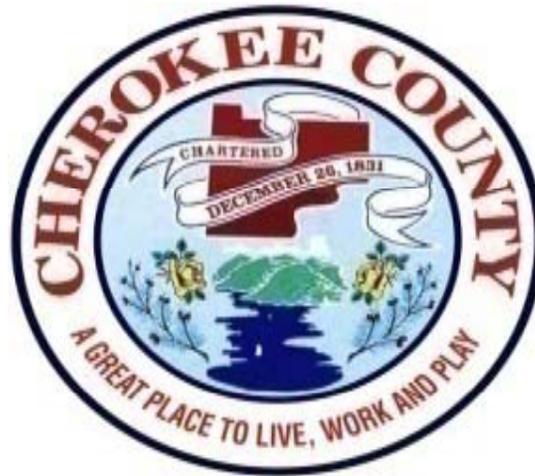
City Club  
(Transfer to SPLOST)  
\$408k



Soccer Complex  
\$850k



Other Parks &  
Recreation Projects TBD  
\$4.6M



# Review of Significant Expenses

2012 BUDGET



# Workers Compensation



	CALENDAR YEAR			SHORT FISCAL YEAR		
	2011 Budget	2011 Forecast	2012 Forecast	2011 Budget 75% Target	2011 Actual @ 9 months	2012 Budget @ 9 months
<b>Costs By Type</b>						
New Claims	\$314,500	\$420,853	\$437,944	\$235,875	\$332,990	\$328,458
Carryover Claims	\$636,257	\$803,354	\$465,842	\$477,193	\$752,664	\$465,842
Admin Costs	\$392,940	\$307,461	\$314,875	\$294,705	\$307,461	\$314,875
<b>Total County</b>	<b>\$1,343,697</b>	<b>\$1,531,668</b>	<b>\$1,218,661</b>	<b>\$1,007,773</b>	<b>\$1,393,115</b>	<b>\$1,109,175</b>
<b>Costs by Fund</b>						
General Fund	\$810,410	\$658,170	\$676,630	\$607,808	\$636,437	\$549,885
Fire Fund	\$191,572	\$321,319	\$239,049	\$143,679	\$315,555	\$194,013
EMS Fund	\$48,088	\$142,539	\$81,216	\$36,066	\$146,508	\$64,266
Other Funds	\$293,627	\$409,640	\$221,766	\$220,220	\$294,615	\$301,011
<b>Total County</b>	<b>\$1,343,697</b>	<b>\$1,531,668</b>	<b>\$1,218,661</b>	<b>\$1,007,773</b>	<b>\$1,393,115</b>	<b>\$1,109,175</b>
Number of Open Claims at December 8, 2011:		37				
Number of Significant Carryover Claims for 2012:		3				

- 2012 Budget based on review of all open claims with Key Risk (our Third Party Administrator) on December 8, 2011



# Fuel



	<b>2011 Budget</b>	<b>2011 Forecast</b>	<b>2012 Budget</b>
Calendar Year	\$1.8	\$2.0	
9 Month Comparable	\$1.3	\$1.6	\$1.6
2011F v 2011B Increase		11.2%	
2012 v 2011 Increase/Decrease			0.0%

When 2012 Budgets were developed, the Energy Information Administration (EIA) estimated:

- 2011 average prices > 2010 by 30%, and
- 2012 average prices ~ 2011 average prices
  - Therefore we set fuel budgets using 2010 Actual x 130%
  - Our 2011 Forecast (based on 2011 Run-Rate) is ~ 2012 Budget, which would coincide with EIA direction that average costs will be flat



# Electricity/Natural Gas/Water



	<b>2011 Budget</b>	<b>2011 Forecast</b>	<b>2012 Budget</b>
Calendar Year	\$2.1	\$2.2	
9 Month Comparable	\$1.6	\$1.8	\$1.8
2011F v 2011B Increase		1.0%	
2012 v 2011 Increase/Decrease			0.2%

- Utility costs were reviewed for each building
- Since there is significant fluctuation with weather, budgets for each building were determined by month
- Since this process was calculated at the lowest level of detail, assuming no unexpected rate increases, the 2012 Budget should be reliable



# Pension Funding



- The County contributed > minimum contribution in previous years
- Due to higher contributions in the past, the county has an “overfunding credit”
- Of 95 counties participating in the ACCG Defined Benefit Plan, only 2 had credits (fortunately we saved in prosperous years!)
- In order to reduce cash expenses in 2011, we elected to utilize \$2M of this credit (amount attributable to General Fund and related funds)
- Because the County still has an overfunding credit balance, we will utilize \$1.4M credit again in FY 2012
  - County wide our obligation would have been \$3.0M annual, and \$2.2M for short fiscal year; we will contribute \$800k instead
- Over the long-term, the County will still be required to fund the plan appropriately
- There is NO change to employee benefits



# Insurance & Benefits



- At the time the Benefits Committee met to discuss the 2012 benefit offerings, weekly claim costs per enrollee = \$146.19 (2010 = \$140.85).
- 2012 Medical Inflation per Gallagher = 5.7%
- Therefore, before plan changes, the 2012 weekly claims/enrollee = \$154.52
- Gallagher estimated that by increasing the deductible to \$750, the weekly cost/enrollee would decrease to \$147.19
- Other costs including BCBS Admin & Gallagher were budgeted at known/contract amounts
- Based on actual enrollment of 945 employees, the total 2012 Budget for Fund 605 – Insurance & Benefits = \$7.5M



## FUND 605 - INSURANCE & BENEFITS FUND 2011 MONTHLY FORECAST

	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	FORECAST	FORECAST	2011 FORECAST	2011 BUDGET	VARIANCE
	January	February	March	April	May	June	July	August	September	October	November	December				
<b>Self Insured</b>																
<b>Revenues</b>																
Health Insurance	466,354	612,726	616,974	611,429	705,828	609,382	915,477	617,600	818,749	592,418	592,418	1,036,732		8,196,087	8,664,784	(468,697)
Dental Insurance	38,592	51,042	51,074	50,804	50,652	50,735	76,217	51,335	60,306	49,361	49,361	86,382		665,861	611,705	54,156
ERIP			253,777		11,691		-		46,714	907,263		-		1,219,445		1,219,445
Stoploss	16,230	29,768	838	14,132	21,015		306,332	75,645	52,941	82,549				599,450		599,450
COBRA/Retiree Payments	14,309	10,734	15,524	12,656	10,351	12,550	19,905	11,877	16,564		12,601	12,601		162,273	117,082	45,191
<b>Total Revenue</b>	<b>535,485</b>	<b>704,270</b>	<b>938,187</b>	<b>689,021</b>	<b>799,537</b>	<b>672,667</b>	<b>1,317,931</b>	<b>756,457</b>	<b>995,274</b>	<b>1,644,192</b>	<b>654,380</b>	<b>1,135,714</b>		<b>10,843,115</b>	<b>9,393,570</b>	<b>1,449,545</b>
<b>Expenditures</b>																
Health Insurance	542,212	578,966	551,848	837,124	622,556	478,298	625,654	512,239	674,568	484,633	549,591	824,386		7,282,074	7,744,635	(462,561)
Dental Insurance	28,696	42,669	43,042	57,474	38,682	38,071	54,308	40,916	48,575	42,639	40,472	60,708		536,252	588,001	(51,749)
Broker Fees	-	8,650	8,650	8,650	8,500	18,250	8,650	-	18,250	-	-	18,250		97,850	103,800	(5,950)
Employee Support	-	-	11,422	3,640	3,640	3,640	5,460	3,417	3,570	3,417	3,640	5,460		47,306	47,667	(361)
Capitation	9,166	9,078	9,082	9,046	269	272	(36,913)	-	-	346				346		346
Administrative Services	83,419	74,024	73,797	73,052	72,960	73,188	64,623	73,282	73,279	70,790	73,279	73,279		878,972	946,644	(67,672)
Other Purchased Services	-	-	-	-	-	-	198	-	495	162,288	-	-		162,981	0	162,981
<b>Total Expenditures</b>	<b>663,493</b>	<b>713,387</b>	<b>697,841</b>	<b>988,986</b>	<b>746,607</b>	<b>611,719</b>	<b>721,980</b>	<b>629,854</b>	<b>818,737</b>	<b>764,113</b>	<b>666,981</b>	<b>982,082</b>		<b>9,005,781</b>	<b>9,430,747</b>	<b>(424,966)</b>
<b>Net Income/ Loss on Self Insured</b>	<b>(128,008)</b>	<b>(9,117)</b>	<b>240,346</b>	<b>(299,965)</b>	<b>52,930</b>	<b>60,948</b>	<b>595,951</b>	<b>126,603</b>	<b>176,537</b>	<b>880,079</b>	<b>(12,601)</b>	<b>153,632</b>		<b>1,837,334</b>	<b>(37,177)</b>	<b>1,874,512</b>
<b>Other Insurance</b>																
<b>Revenue</b>																
Long Term Disability	14,546	19,152	19,025	18,883	18,915	24,924	29,808	20,134	36,824	19,229	19,229	33,651		274,320	307,593	(33,273)
Short Term Disability	10,703	14,191	14,102	13,984	13,959	13,910	20,828	14,098	16,374	13,536	13,536	23,688		182,909	202,112	(19,203)
Life Insurance	14,315	18,825	18,463	18,428	18,499	18,458	27,649	18,444	27,938	17,310	17,310	30,293		245,932	254,904	(8,973)
401A Forfeitures	2,607	3,864	2,643	2,562	2,568	2,273	3,299	2,208	2,164	2,250	2,250	3,938		32,626	24,000	8,626
<b>Total Revenue</b>	<b>42,171</b>	<b>56,032</b>	<b>54,233</b>	<b>53,857</b>	<b>53,941</b>	<b>59,565</b>	<b>81,584</b>	<b>54,884</b>	<b>83,300</b>	<b>52,325</b>	<b>52,325</b>	<b>91,569</b>		<b>735,786</b>	<b>788,609</b>	<b>(52,823)</b>
Long Term Disability	24,101	29,584	14,803	14,415	(9,319)	58,417	23,525	21,588	21,611	20,981	20,438	30,657		270,800	175,824	94,976
Short Term Disability	15,643	31,351	15,650	15,273	3	15,264	15,231	15,187	15,233	15,277	14,336	21,504		189,952	188,478	1,474
Life Insurance	22,984	42,686	20,296	16,491	9	20,381	20,922	20,226	20,322	17,685	18,791	28,186		248,979	274,034	(25,055)
<b>Total Expenditures</b>	<b>62,728</b>	<b>103,621</b>	<b>50,749</b>	<b>46,179</b>	<b>(9,307)</b>	<b>94,062</b>	<b>59,678</b>	<b>57,001</b>	<b>57,166</b>	<b>53,943</b>	<b>53,565</b>	<b>80,347</b>		<b>709,732</b>	<b>638,336</b>	<b>71,396</b>
<b>Insured</b>	<b>(20,557)</b>	<b>(47,589)</b>	<b>3,484</b>	<b>7,678</b>	<b>63,248</b>	<b>(34,497)</b>	<b>21,906</b>	<b>(2,117)</b>	<b>26,134</b>	<b>(1,618)</b>	<b>(1,240)</b>	<b>11,222</b>		<b>26,054</b>	<b>150,273</b>	<b>(124,219)</b>
<b>Total Revenue</b>	<b>577,656</b>	<b>760,302</b>	<b>992,420</b>	<b>742,878</b>	<b>853,478</b>	<b>732,232</b>	<b>1,399,515</b>	<b>811,341</b>	<b>1,078,574</b>	<b>1,696,517</b>	<b>706,705</b>	<b>1,227,283</b>		<b>11,578,901</b>	<b>10,182,179</b>	<b>1,396,722</b>
<b>Total Expense</b>	<b>726,221</b>	<b>817,008</b>	<b>748,590</b>	<b>1,035,165</b>	<b>737,300</b>	<b>705,781</b>	<b>781,658</b>	<b>686,855</b>	<b>875,903</b>	<b>818,056</b>	<b>720,546</b>	<b>1,062,429</b>		<b>9,715,512</b>	<b>10,069,083</b>	<b>(353,571)</b>
<b>Net Income/Loss for the Fund</b>	<b>(148,565)</b>	<b>(56,706)</b>	<b>243,830</b>	<b>(292,287)</b>	<b>116,178</b>	<b>26,451</b>	<b>617,857</b>	<b>124,486</b>	<b>202,671</b>	<b>878,461</b>	<b>(13,841)</b>	<b>164,854</b>		<b>1,863,389</b>	<b>113,096</b>	<b>1,750,293</b>
<b>Total Revenue (W/O ERIP/Cap refund)</b>	<b>577,656</b>	<b>760,302</b>	<b>738,643</b>	<b>742,878</b>	<b>841,787</b>	<b>732,232</b>	<b>1,143,014</b>	<b>811,341</b>	<b>1,031,860</b>	<b>789,254</b>	<b>706,705</b>	<b>1,227,283</b>		<b>10,102,955</b>	<b>10,182,179</b>	<b>(79,224)</b>
<b>Total Expense</b>	<b>726,221</b>	<b>817,008</b>	<b>748,590</b>	<b>1,035,165</b>	<b>737,300</b>	<b>705,781</b>	<b>781,658</b>	<b>686,855</b>	<b>875,903</b>	<b>818,056</b>	<b>720,546</b>	<b>1,062,429</b>		<b>9,715,512</b>	<b>10,069,083</b>	<b>(353,571)</b>
<b>Net Income/Loss for the Fund</b>	<b>(148,565)</b>	<b>(56,706)</b>	<b>(9,947)</b>	<b>(292,287)</b>	<b>104,487</b>	<b>26,451</b>	<b>361,356</b>	<b>124,486</b>	<b>155,957</b>	<b>(28,802)</b>	<b>(13,841)</b>	<b>164,854</b>		<b>387,443</b>	<b>113,096</b>	<b>274,347</b>



**FUND 605 - INSURANCE & BENEFITS FUND  
2012 MONTHLY BUDGET**

	4 1.5	4 2.0	5 2.0	4 2.0	4 2.0	5 3.0	4 2.0	5 2.0	4 3.0	39 19.5	Number of Fridays Number of Payrolls	
	January	February	March	April	May	June	July	August	September	2012 BUDGET	2011 BUDGET @ 75%	VARIANCE
<b>Self Insured</b>												
<b>Revenues</b>												
Health Insurance	480,215	640,287	640,287	640,287	640,287	960,430	640,287	640,287	960,430	6,242,794	6,498,588	(255,794)
Dental Insurance	36,303	48,404	48,404	48,404	48,404	72,606	48,404	48,404	72,606	471,937	458,779	13,158
Use of ERIP Reserve	102,338						-			102,338	-	102,338
Stoploss	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	90,000	-	90,000
COBRA/Retiree Payments	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	108,000	87,811	20,189
<b>Total Revenue</b>	<b>640,856</b>	<b>710,690</b>	<b>710,690</b>	<b>710,690</b>	<b>710,690</b>	<b>1,055,036</b>	<b>710,690</b>	<b>710,690</b>	<b>1,055,036</b>	<b>7,015,069</b>	<b>7,045,178</b>	<b>(30,109)</b>
<b>Expenditures</b>												
Health Insurance	556,364	556,364	695,454	556,364	556,364	695,454	556,364	695,454	556,364	5,424,544	5,808,476	(383,932)
Dental Insurance	40,250	40,250	50,312	40,250	40,250	50,312	40,250	50,312	40,250	392,433	441,001	(48,568)
Broker Fees	-		18,250			18,250			18,250	54,750	77,850	(23,100)
Employee Support	2,769	3,692	3,692	3,692	3,692	5,538	3,692	3,692	5,538	36,000	35,750	250
Capitation										-	-	0
Administrative Services	76,677	76,677	76,677	76,677	76,677	76,677	76,677	76,677	76,677	690,096	709,983	(19,887)
Other Purchased Services	1,844	1,844	82,988	11,844	33,985	82,988	1,844	1,844	164,132	383,317	0	383,317
<b>Total Expenditures</b>	<b>677,904</b>	<b>678,827</b>	<b>927,374</b>	<b>688,827</b>	<b>710,968</b>	<b>929,221</b>	<b>678,827</b>	<b>827,980</b>	<b>861,211</b>	<b>6,981,140</b>	<b>7,073,060</b>	<b>(91,920)</b>
<b>Net Income/ Loss on Self Insured</b>	<b>(37,048)</b>	<b>31,863</b>	<b>(216,684)</b>	<b>21,863</b>	<b>(278)</b>	<b>125,815</b>	<b>31,863</b>	<b>(117,290)</b>	<b>193,824</b>	<b>33,929</b>	<b>(27,883)</b>	<b>61,812</b>
<b>Other Insurance</b>												
<b>Revenue</b>												
Long Term Disability	15,383	20,511	20,511	20,511	20,511	30,766	20,511	20,511	30,766	199,980	230,695	(30,715)
Short Term Disability	10,325	13,767	13,767	13,767	13,767	20,651	13,767	13,767	20,651	134,228	151,584	(17,356)
Life Insurance	13,514	18,018	18,018	18,018	18,018	27,027	18,018	18,018	27,027	175,676	191,178	(15,502)
401A Forfeitures	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	18,000	18,000	0
<b>Total Revenue</b>	<b>41,222</b>	<b>54,296</b>	<b>54,296</b>	<b>54,296</b>	<b>54,296</b>	<b>80,444</b>	<b>54,296</b>	<b>54,296</b>	<b>80,444</b>	<b>527,884</b>	<b>591,457</b>	<b>(63,573)</b>
<b>Expenditures</b>												
Long Term Disability	22,081	22,081	22,081	22,081	22,081	22,081	22,081	22,081	22,081	198,726	131,868	66,858
Short Term Disability	15,426	15,426	15,426	15,426	15,426	15,426	15,426	15,426	15,426	138,835	141,359	(2,524)
Life Insurance	20,480	20,480	20,480	20,480	20,480	20,480	20,480	20,480	20,480	184,317	205,526	(21,208)
<b>Total Expenditures</b>	<b>57,986</b>	<b>57,986</b>	<b>57,986</b>	<b>57,986</b>	<b>57,986</b>	<b>57,986</b>	<b>57,986</b>	<b>57,986</b>	<b>57,986</b>	<b>521,878</b>	<b>478,752</b>	<b>43,126</b>
<b>Net Income/Loss on Fully Insured</b>	<b>(16,765)</b>	<b>(3,691)</b>	<b>(3,691)</b>	<b>(3,691)</b>	<b>(3,691)</b>	<b>22,457</b>	<b>(3,691)</b>	<b>(3,691)</b>	<b>22,457</b>	<b>6,006</b>	<b>112,705</b>	<b>(106,699)</b>
<b>Total Revenue</b>	<b>682,077</b>	<b>764,986</b>	<b>764,986</b>	<b>764,986</b>	<b>764,986</b>	<b>1,135,479</b>	<b>764,986</b>	<b>764,986</b>	<b>1,135,479</b>	<b>7,542,953</b>	<b>7,636,634</b>	<b>(93,681)</b>
<b>Total Expense</b>	<b>735,890</b>	<b>736,814</b>	<b>985,361</b>	<b>746,814</b>	<b>768,955</b>	<b>987,207</b>	<b>736,814</b>	<b>885,967</b>	<b>919,198</b>	<b>7,503,018</b>	<b>7,551,812</b>	<b>(48,794)</b>
<b>Net Income/Loss for the Fund</b>	<b>(53,813)</b>	<b>28,173</b>	<b>(220,375)</b>	<b>18,173</b>	<b>(3,968)</b>	<b>148,272</b>	<b>28,173</b>	<b>(120,981)</b>	<b>216,282</b>	<b>39,935</b>	<b>84,822</b>	<b>(44,887)</b>
ERIP/ISRP COLLECTED IN 2011	1,219,445											
AVERAGE AGE OF RETIREE	53											
AVERAGE YEARS TO 65	12											
AMOUNT OF ERIP/ISRP PER YEAR	102,338											



# Fund Glossary

2012 BUDGET



# Glossary of Funds

- General Fund (100) – The main operating fund for Cherokee County. This fund is used to account for all financial resources except those required to be accounted for in another fund. The major revenue sources for the general fund include property taxes and fines and forfeitures. Departments under the general fund include Sheriff, Judicial Services, Tax Assessor/Commissioner and other administrative departments. The General Fund must also provide transfers to special revenue funds that cannot cover fund expenses without support.
- Law Library (205) – a special revenue fund to assist in financing the County Law Library. Revenues come from a special add-on amount to all court fines. The Law Library provides legal references for local lawyers and judges to assist them in researching cases and laws. These funds are legally restricted for this specific use by state law.



# Glossary of Funds

- Sheriff's Forfeitures Fund (210) – a special revenue fund to account for Sheriff's Forfeitures. These funds are legally restricted for specific use by state law.
- E-911 Fund (215) – a special revenue fund that provides emergency telephone communication/dispatch services for the County through special add on fees to land line telephones as well as wireless communications (collected by phone companies and remitted to the County). In late 2012 we will begin collecting these fees for prepaid phone cards. Police and fire services from both the County and the cities within the County are dispatched from this one Public Safety Answering Point. These funds are legally restricted for specific use by state law.



# Glossary of Funds

- Senior Services Fund (221) – a special revenue fund that provides services such as in-home homemaker aides, social and health activities to the County’s Seniors. Funding is provided primarily through the Atlanta Regional Commission on Aging and fees and donations from the community. The General Fund provides matches to the grants and also contributes an additional transfer of funds to cover all costs.
- Parks and Recreation Fund (225) – a special revenue fund that accounts for the activities of the Cherokee Recreation and Parks Agency (CRPA). CRPA provides a variety of sporting and recreational programs for youth and adults and also maintains the parks and recreation facilities throughout the County. Funding is provided by charges for activities and alcohol beverage taxes. Both revenue sources are committed to this fund by the BOC. The County General Fund contributes an additional transfer of funds to cover all costs.



# Glossary of Funds

- Insurance Premium Fund (230) – a special revenue fund with revenue provided by a tax assessed on insurance companies. This revenue is legally restricted to provide services primarily benefitting the residents in the unincorporated areas. Departments in this fund include Engineering, Roads & Bridges, Planning & Land Use, GIS, the DSC, and County Marshal.
- Transportation Fund (240) – a special revenue fund that accounts for the activities of the Cherokee Area Transportation System (CATS). CATS provides a variety of transportation services for County residents. Most of the revenue for this fund comes from grants which are legally restricted for specific use by state law.



# Glossary of Funds

- Multiple Grant Fund (250) – a special revenue fund that accounts for the purchases and projects related to the receipt of federal, state and local grants. These funds are legally restricted for specific use.
- Community Development Block Grant (CDBG) Fund (251) – a special revenue fund that accounts for CDBG and HOME grant receipts and the expenditures. The objective of the grant is the development of viable urban communities by providing support for decent housing and expanded economic opportunities for low and moderate income persons. CDBG does not require a county match, and the HOME match is provided by Habitat affiliate through sponsor fees. These funds are legally restricted for specific use.



# Glossary of Funds

- Animal Services Fund (252) – a special revenue fund that accounts for the activities of the Animal Shelter. The shelter provides adoption services, spay/neuter services, microchip service and euthanasia for unclaimed animals. Funding is provided by charges for services and landfill hosting fees. Both revenue sources are committed to this fund by the BOC. The General Fund contributes an additional transfer of funds to cover all costs.
- DA’s Condemnation Fund (254) – a special revenue fund that accounts for confiscations by the Cherokee County District Attorney’s office. These funds are legally restricted for specific use by state law.



# Glossary of Funds

- Drug Abuse Training and Education (DATE) Fund (255) – a special revenue fund that is dedicated to treating and educating individuals who have been in the court system for drug and alcohol related cases. The funding is a state authorized add-on fee to all drug and alcohol related cases and is legally restricted for specific use.
- Victim Assistance Fund (256) – a special revenue fund that is designated to help assist victims of crime. Revenue is provided by a 5% add-on to court fines. A portion of the funds provides for personnel in the District Attorney’s office who coordinate and manage cases where there is a need for victim support. Remaining funds are directed to outside agencies which specialize in victim assistance. The funds are legally restricted for specific use.



# Glossary of Funds

- DUI Court Fund (257) – a special revenue fund that accounts for the activities of the Cherokee County DUI/Drug Court. This court is a post adjudication court that is designed to coordinate substance abuse intervention with judicial support through an immediate sanction and incentive process. Funds are provided by fees charged to participants in the program and are legally restricted for specific use.
- Fire District Fund (270) – a special revenue fund that is supported by a dedicated property tax millage that is legally restricted for Fire Emergency Services operations. The Cherokee County Fire and Emergency Services organization provides high quality, professional medical and fire protection services to the citizens of Cherokee County.



# Glossary of Funds

- Jail Fund (271) – a special revenue fund that is legally restricted by state law for maintenance and infrastructure improvements to the jail. Funding is provided through add-on fees to court fines. This fund is managed by the Sheriff’s office.
- Sheriff’s Commissary Fund (272) – a special revenue fund that accounts for the proceeds of jail inmate commissary sales. These funds are legally restricted for specific use by state law.
- Confiscated Assets Fund (273) – a special revenue fund that accounts for confiscated cash seizures by Cherokee County Law enforcement from drug related crimes. Funds are legally restricted by state law to be used for public safety purposes - except salaries of law enforcement personnel.



# Glossary of Funds

- Hotel/Motel Tax Fund (275) – a special revenue fund that accounts for a 6% tax on rental of hotel rooms within the County. Expenditures in this fund support economic development. These funds are legally restricted for specific use by state law.
- Impact Fee Fund (295) – a capital projects fund that is dedicated to capital and infrastructure construction and improvements as they relate to new development. Fees assessed on all new construction provide the revenues. These funds are legally restricted for specific use by state law.



# Glossary of Funds

- Parks Bond Fund (310) – a capital projects fund that accounts for expenditures of bond funds, approved by voters for Parks and Recreation. These funds are legally restricted for specific use by state law.
- SPLOST V Fund (322) – a capital projects fund that accounts for the proceeds of a 1% local sales tax levy renewed by voters for 2006 - 2012. The proceeds of this special tax are designated for items in the referendum including a new administration building, courthouse renovations, public safety and senior center facilities and equipment, and transportation projects.
- SPLOST 2012 Fund (323) – a capital projects fund that accounts for the proceeds of a 1% local sales tax levy renewed by voters for 2012 - 2018. The proceeds of this special tax are designated for items in the referendum including a jail expansion, public safety facilities & equipment, transportation and economic development projects.



# Glossary of Funds

- RRDA Fund (375) - accounts for the activities of the Resource Recovery Development Authority of Cherokee County (RRDA). The RRDA was created to acquire, construct and install a solid waste disposal and recycling facility. Bonds were issued in 2007 in the amount of \$18,145,000 for this construction. This facility will collect and recycle natural materials such as leaves, trees and debris. Ball Ground Recycling manages this facility under a 20 year lease. At the end of the lease, the company has an option to purchase the facility from the county.
- Debt Service Fund (410) – a debt service fund that accounts for the accumulation of resources for payment of General Obligation Bonds. Proceeds from a dedicated property tax millage are collected to make payments on bonds related to Parks. Transfers from SPLOST funds cover payments on bonds related to SPLOST.
- Conference Center Fund (555) – an enterprise fund that accounts for the activities of the Northside Cherokee Conference Center. The Conference Center is located at the County Administration Building and opened in late 2008. The Center features 8,000 square feet of space, dining room for almost 600 people and full catering services. Charges for renting the facility and transfers from the Hotel/Motel Tax Fund pay for all expenses.



# Glossary of Funds

- Emergency Medical Services (EMS) Fund (580) – an enterprise fund that provides medical and ambulance services to citizens of Cherokee County. Revenues are derived from patient and insurance billings for these services. The General Fund contributes an additional transfer of funds to cover all costs.
- Insurance & Benefits Fund (605) – an internal service fund that accounts for such items as health, dental, long-term and short-term disability and life insurance for the employees of the County. Amounts are transferred into this fund and allocated to departments through payroll based on actual employee costs.



# Glossary of Funds

- Fleet Maintenance Fund (605) – an internal service fund which provides maintenance and vehicle services for all county vehicles including the Fire Department, Sheriff Office and heavy duty equipment. Costs are allocated to each department on a monthly basis.

**ORDINANCE TO PROVIDE FOR THE ADOPTION OF A BUDGET,  
ITS EXECUTION AND EFFECT FOR THE FISCAL YEAR  
BEGINNING JANUARY 1, 2012 AND ENDING SEPTEMBER 30, 2012**

**BE IT ORDAINED** by the Chairman and Board of Commissioners of Cherokee County, Georgia:

**Section I** There is hereby adopted for the fiscal year January 1, 2012 through September 30, 2012 a budget for Cherokee County, Georgia, based on the budget estimates as prepared by the County Manager.

**Section II General, Economic Development and General Administration Funds**

There is hereby established a General Fund, Economic Development Fund and General Administration Fund for Cherokee County for the general obligations and legal obligations in FY 2012 with an appropriation of \$41,806,564

General, Economic Development and General Administration Fund revenues for the fiscal year are estimated as follows:

Taxes	8,817,005
Licenses and Permits	766,600
Intergovernmental	42,000
Charges for Services	2,523,750
Fines and Forfeitures	3,661,100
Investment Income	4,500
Miscellaneous	494,725
Transfers in from other funds	77,233
Use of Reserves	25,419,651

<b>Total Estimated General, Economic Development and Administration Revenues</b>	<b>\$41,806,564</b>
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There is appropriated for the general operation and payment of certain legal obligations of Cherokee County for the fiscal year and disbursed from the following, as much as may be deemed necessary, but not to exceed the amount of \$41,806,564

General Services	3,712,025
Human Resources	219,344
Information Technology Services	1,138,813
Health and Human Services	344,605
Recreation, Parks and Cultural Affairs	1,422,185
Office of Financial Management and Budgeting	576,138
Judicial Services	8,492,916
Law Enforcement	20,148,315
County Marshal	114,006
Community Development	87,903
Public Works	884,397
Capital Enhancements	54,800
Transfers to Other Funds	2,410,426
Economic Development	702,750
General Administration	1,497,941

<b>Total Estimated General, Economic Development and Administration Expenditures</b>	<b>\$41,806,564</b>
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**Section III Law Library Fund**

There is hereby established a Law Library Fund for Cherokee County with an appropriation of \$105,610

Revenues for the Law Library Fund shall be from the following sources:

Fines and Forfeitures	102,510
Charges for Services	2,250
Investment Revenue	850

**Total Law Library Fund Revenues \$105,610**

The following disbursements are authorized for the fiscal year:

Operations	105,610
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**Total Law Library Fund Expenditures \$105,610**

**Section IV Sheriff's Forfeitures Fund**

There is hereby established a Sheriff's Forfeitures Fund for Cherokee County with an appropriation of \$131,965

Revenues for the Sheriff's Forfeitures Fund shall be from the following sources:

Fines & Forfeitures	131,965
---------------------	---------

**Total Sheriff's Forfeitures Fund Revenues \$131,965**

The following disbursements are authorized for the fiscal year:

Operations	131,965
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**Total Sheriff's Forfeitures Fund Expenditures \$131,965**

**Section V Emergency 911 Telephone Fund**

There is hereby established an Emergency 911 Telephone Fund for Cherokee County with an appropriation of \$3,128,866

Revenues for the Emergency 911 Telephone Fund shall be from the following sources:

Charges for Services	2,750,000
Use of Reserves	377,246
Investment Income	1,620

**Total Emergency 911 Telephone Fund Revenues \$3,128,866**

The following disbursements are authorized for the fiscal year:

Operations	2,938,366
Payments to Other Agencies	190,500

**Total Emergency 911 Telephone Fund Expenditures \$3,128,866**

**Section VI Senior Services Fund**

There is hereby established a Senior Services Fund for Cherokee County with an appropriation of \$868,230

Revenues for the Senior Services Fund shall be from the following sources:

Intergovernmental	459,547
Charges for Services	11,830
Transfers in from Other Funds	385,225
Contributions	11,628

**Total Senior Services Fund Revenues \$868,230**

The following disbursements are authorized for the fiscal year:

Operations	868,230
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**Total Senior Services Fund Expenditures \$868,230**

**Section VII Parks and Recreation Fund**

There is hereby established a Parks and Recreation Fund for Cherokee County with an appropriation of \$2,324,428

Revenues for the Parks and Recreation Fund shall be from the following sources:

Alcoholic Beverage Excise Tax	653,400
Charges for Services	848,447
Investment/Misc Revenue	22,590
Use of Reserves	248,549
Transfer in from Other Funds	551,442
<b>Total Parks and Recreation Fund Revenues</b>	<b>\$2,324,428</b>

The following disbursements are authorized for the fiscal year:

Administration	508,255
Programs	371,581
Athletics	772,324
Maintenance	672,268
<b>Total Parks and Recreation Fund Expenditures</b>	<b>\$2,324,428</b>

**Section VIII Insurance Premium Fund**

There is hereby established an Insurance Premium Fund for Cherokee County with an appropriation of \$4,518,236

Revenues for the Insurance Premium Fund shall be from the following sources:

Insurance Premium Tax	6,500,000
Licenses and Permits	427,500
Miscellaneous Revenue	12,150
Use of Reserves	(2,421,414)
<b>Total Insurance Premium Fund Revenues</b>	<b>\$4,518,236</b>

The following disbursements are authorized for the fiscal year:

Development Services Center	162,707
Animal Control	280,430
GIS/Mapping	207,646
Engineering	373,422
Engineering Development	211,938
Stormwater Management Engineering	271,448
Roads and Bridges	1,749,960
Conservation Administration	47,554
Environmental Health	11,119
Building Inspections	352,568
Planning and Zoning	483,898
Code Enforcement	365,546
<b>Total Insurance Premium Fund Expenditures</b>	<b>\$4,518,236</b>

**Section IX Transportation Fund**

There is hereby established a Transportation Fund for Cherokee County with an appropriation of \$905,334

Revenues for the Transportation Fund shall be from the following sources:

Intergovernmental	479,228
Charges for Services	276,978
Transfers in from General Fund	149,128
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<b>Total Transportation Fund Revenues</b>	<b>\$905,334</b>

The following disbursements are authorized for the fiscal year:

Van Pool	82,500
Rural Services	557,838
Fixed Route	264,996
	<hr/>
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<b>Total Transportation Fund Expenditures</b>	<b>\$905,334</b>

**Section X Multiple Grant Fund**

There is hereby established a Multiple Grant Fund for Cherokee County with an appropriation of \$298,074

Revenues for the Multiple Grant Fund shall be from the following sources:

Victims of Crime Act Grant (VOCA)	104,702
Stop Violence Against Women Grant (STPVW)	89,910
POS Juvenile Offenders Program (PSYCH)	6,500
DUI/Drug Court Program (DUI07)	28,434
DUI/Drug Court Grant (DUI1)	19,580
EMA Partnership Performance Agreement (PPA11)	12,763
Joint Task Force Operations (IRS)	14,185
Cherokee Family FOCUS Grant (FOCUS)	22,000
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<b>Total Multiple Grant Fund Revenues</b>	<b>\$298,074</b>

The following disbursements are authorized for the fiscal year:

Victims of Crime Act Grant (VOCA)	104,702
Stop Violence Against Women Grant (STPVW)	89,910
POS Juvenile Offenders Program (PSYCH)	6,500
DUI/Drug Court Program (DUI07)	28,434
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EMA Partnership Performance Agreement (PPA11)	12,763
Joint Task Force Operations (IRS)	14,185
Cherokee Family FOCUS Grant (FOCUS)	22,000
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<b>Total Multiple Grant Fund Expenditures</b>	<b>\$298,074</b>

**Section XI Community Development Block Grant (CDBG) Fund**

There is hereby established a CDBG Fund for Cherokee County with an appropriation of \$2,092,046

Revenues for the CDBG Fund shall be from the following sources:

Intergovernmental	2,092,046
	<hr/>
	<hr/>
<b>Total CDBG Fund Revenues</b>	<b>\$2,092,046</b>

The following disbursements are authorized for the fiscal year:

Operations	2,092,046
	<hr/>
	<hr/>
<b>Total CDBG Fund Expenditures</b>	<b>\$2,092,046</b>

**Section XII Animal Services Fund**

There is hereby established an Animal Services Fund for Cherokee County with an appropriation of \$751,619

Revenues for the Animal Services Fund shall be from the following sources:

Charges for Services	500,965
Contributions	70,057
Transfers in from Other Funds	180,597
	<hr/>
	<hr/>
<b>Total Animal Services Fund Revenues</b>	<b>\$751,619</b>

The following disbursements are authorized for the fiscal year:

Operations	751,619
	<hr/>
	<hr/>
<b>Total Animal Services Fund Expenditures</b>	<b>\$751,619</b>

**Section XIII District Attorney (DA) Condemnation Fund**

There is hereby established a DA Condemnation Fund for Cherokee County with an appropriation of \$30,000

Revenues for the DA Condemnation Fund shall be from the following sources:

Fines and Forfeitures	11,250
Use of Reserves	18,750
	<hr/>
	<hr/>
<b>Total DA Condemnation Fund Revenues</b>	<b>\$30,000</b>

The following disbursements are authorized for the fiscal year:

Operations	30,000
	<hr/>
	<hr/>
<b>Total DA Condemnation Fund Expenditures</b>	<b>\$30,000</b>

**Section XIV Drug Abuse Training and Education (DATE) Fund**

There is hereby established a DATE Fund for Cherokee County with an appropriation of \$126,965

Revenues for the DATE Fund shall be from the following sources:

Fines and Forfeitures	126,650
Investment Income	315
	<hr/>
	<hr/>
<b>Total DATE Fund Revenues</b>	<b>\$126,965</b>

The following disbursements are authorized for the fiscal year:

Operations	51,215
Payments to Other Funds	75,750
	<hr/>
	<hr/>
<b>Total DATE Fund Expenditures</b>	<b>\$126,965</b>

**Section XV Victim Assistance Fund**

There is hereby established a Victim Assistance Fund for Cherokee County with an appropriation of \$158,445

Revenues for the Victim Assistance Fund shall be from the following sources:

Fines and Forfeitures	147,450
Use of Reserves	10,995
	<hr/>
	<hr/>
<b>Total Victim Assistance Fund Revenues</b>	<b>\$158,445</b>

The following disbursements are authorized for the fiscal year:

Operations	68,445
Payments to Other Agencies	90,000
	<hr/>
	<hr/>
<b>Total Victim Assistance Fund Expenditures</b>	<b>\$158,445</b>

**Section XVI DUI Court Fund**

There is hereby established a DUI Court Fund for Cherokee County with an appropriation of \$258,430

Revenues for the DUI Court Fund shall be from the following sources:

DUI Court Program Participation Fees	175,680
Contributions	7,000
Transfers in from Other Funds	75,750
<b>Total DUI Court Fund Revenues</b>	<b>\$258,430</b>

The following disbursements are authorized for the fiscal year:

Operations	258,430
<b>Total DUI Court Fund Expenditures</b>	<b>\$258,430</b>

**Section XVII Fire District Fund**

There is hereby established a Fire District Fund for Cherokee County with an appropriation of \$13,193,864

Revenues for the Fire District Fund shall be from the following sources:

Taxes	3,375,932
Licenses and Permits	22,500
Charges for Services	935,885
Investment Income	1,800
Use of Reserves	8,857,747
<b>Total Fire District Fund Revenues</b>	<b>\$13,193,864</b>

The following disbursements are authorized for the fiscal year:

Fire Administration	870,325
Fire Marshal	312,457
Fire Fighting	11,255,470
Fire Prevention	108,235
Fire Training	647,377
<b>Total Fire District Fund Expenditures</b>	<b>\$13,193,864</b>

**Section XVIII Jail Fund**

There is hereby established a Jail Fund for Cherokee County with an appropriation of \$844,500

Revenues for the Jail Fund shall be from the following sources:

Fine and Forfeitures	319,050
Investment Income	900
Use of Reserves	524,550
<b>Total Jail Fund Revenues</b>	<b>\$844,500</b>

The following disbursements are authorized for the fiscal year:

Operations	844,500
<b>Total Jail Fund Expenditures</b>	<b>\$844,500</b>

**Section XIX Sheriff's Commissary Fund**

There is hereby established a Sheriff's Commissary Fund for Cherokee County with an appropriation of \$225,045

Revenues for the Sheriff's Commissary Fund shall be from the following sources:

Charges for Services	225,045
	<u>225,045</u>
<b>Total Sheriff's Commissary Fund Revenues</b>	<b>\$225,045</b>

The following disbursements are authorized for the fiscal year:

Operations	225,045
	<u>225,045</u>
<b>Total Sheriff's Commissary Fund Expenditures</b>	<b>\$225,045</b>

**Section XX Confiscated Asset Fund**

There is hereby established a Confiscated Asset Fund for Cherokee County with an appropriation of \$75,270

Revenues for the Confiscated Asset Fund shall be from the following sources:

Fines and Forfeitures	75,270
	<u>75,270</u>
<b>Total Confiscated Asset Fund Revenues</b>	<b>\$75,270</b>

The following disbursements are authorized for the fiscal year:

Operations	75,270
	<u>75,270</u>
<b>Total Confiscated Asset Fund Expenditures</b>	<b>\$75,270</b>

**Section XXI Hotel and Motel Tax Fund**

There is hereby established a Hotel and Motel Tax Fund for Cherokee County with an appropriation of \$88,850

Revenues for the Hotel and Motel Tax Fund shall be from the following sources:

Taxes	88,850
	<u>88,850</u>
<b>Total Hotel and Motel Tax Fund Revenues</b>	<b>\$88,850</b>

The following disbursements are authorized for the fiscal year:

Operations	31,500
Transfers to Other Funds	57,350
	<u>57,350</u>
<b>Total Hotel and Motel Tax Fund Expenditures</b>	<b>\$88,850</b>

**Section XXII Impact Fee Fund**

There is hereby established an Impact Fee Fund for Cherokee County with an appropriation of \$0.

Revenues for the Impact Fee Fund shall be from the following sources:

Charges for Services	71,000
Investment Income	1,800
Use of Reserves	(72,800)
	<u>(72,800)</u>
<b>Total Impact Fee Fund Revenues</b>	<b>\$0</b>

The following disbursements are authorized for the fiscal year:

Jail	0
	<u>0</u>
<b>Total Impact Fee Fund Expenditures</b>	<b>\$0</b>

**Section XXIII Recreation Capital Construction Fund**

There is hereby established a Recreation Capital Construction Fund for Cherokee County with an appropriation of \$15,000,000

Revenues for the Recreation Capital Construction Fund shall be from the following sources:

Investment Revenue	3,600
Miscellaneous Revenue	50,000
Bond/Debt Proceeds	11,400,000
Use of Reserves	3,546,400
<b>Total Recreation Capital Construction Fund Revenues</b>	<b>\$15,000,000</b>

The following disbursements are authorized for the fiscal year:

Administration	228,790
Park Construction	14,771,210
<b>Total Recreation Capital Construction Fund Expenditures</b>	<b>\$15,000,000</b>

**Section XXIV SPLOST V**

There is hereby established a SPLOST V Fund for Cherokee County with an appropriation of \$24,630,323

Revenues for the SPLOST V Fund shall be from the following sources:

Taxes	19,200,002
Intergovernmental	1,202,687
Investment Income	2,250
Miscellaneous Revenue	482,001
Use of Reserves	3,334,969
Transfers from Other Funds	408,414
<b>Total SPLOST V Fund Revenues</b>	<b>\$24,630,323</b>

The following disbursements are authorized for the fiscal year:

Distribution to Cities	4,328,898
Senior Center Expansion	450,000
Road Resurfacing/Overlay (in-house)	563,061
Road and Bridge Construction	1,557,661
Fire Protection	3,340,135
E-911 Communication System	400,000
Roads Administration/Engineering	1,594,779
Cherokee County Libraries	1,950,000
Recreation	5,148,406
Debt Service	3,132,088
Sheriff Training Facility	1,898,102
Transfers to Other Funds	267,193
<b>Total SPLOST V Fund Expenditures</b>	<b>\$24,630,323</b>

**Section XXV SPLOST 2012**

There is hereby established a SPLOST 2012 Fund for Cherokee County with an appropriation of \$1,915,844

Revenues for the SPLOST 2012 Fund shall be from the following sources:

Taxes	2,400,000
Use of Reserves	(484,156)
<b>Total SPLOST 2012 Fund Revenues</b>	<b>\$1,915,844</b>

The following disbursements are authorized for the fiscal year:

Administration	230,066
Due to Cities	597,643
Animal Control Vehicles	60,000
County Marshall's Vehicles	45,000
Debt Service Payments	983,135
<b>Total SPLOST 2012 Fund Expenditures</b>	<b>\$1,915,844</b>

**Section XXVI Resource Recovery Fund**

There is hereby established a Resource Recovery Fund for Cherokee County with an appropriation of \$608,171

Revenues for the Resource Recovery Fund shall be from the following sources:

Transfers in from Other Funds	608,171
<b>Total Resource Recovery Fund Revenues</b>	<b>\$608,171</b>

The following disbursements are authorized for the fiscal year:

Debt Service Payments	608,171
<b>Total Resource Recovery Fund Expenditures</b>	<b>\$608,171</b>

**Section XXVII Debt Service Fund**

There is hereby established a Debt Service Fund for Cherokee County with an appropriation of \$4,375,382

Revenues for the Debt Service Fund shall be from the following sources:

Taxes	922,908
Transfers in from Other Funds	3,132,088
Use of Reserves	320,386
<b>Total Debt Service Fund Revenues</b>	<b>\$4,375,382</b>

The following disbursements are authorized for the fiscal year:

Debt Service Payments	4,375,382
<b>Total Debt Service Fund Expenditures</b>	<b>\$4,375,382</b>

**Section XXVIII Conference Center Fund**

There is hereby established a Conference Center Fund for Cherokee County with an appropriation of \$271,253

Revenues for the Conference Center Fund shall be from the following sources:

Charges for Services	9,375
Miscellaneous Sources	185,675
Use of Reserves	18,853
Transfers in from Other Funds	57,350
<b>Total Conference Center Fund Revenues</b>	<b>\$271,253</b>

The following disbursements are authorized for the fiscal year:

Operations	271,253
<b>Total Conference Center Fund Expenditures</b>	<b>\$271,253</b>

**Section XXIX Emergency Medical Fund**

There is hereby established an Emergency Medical Fund for Cherokee County with an appropriation of \$4,928,354

Revenues for the Emergency Medical Fund shall be from the following sources:

Charges for Services	4,367,485
Use of Reserves	64,160
Transfers in from Other Funds	496,709
<b>Total Emergency Medical Fund Revenues</b>	<b>\$4,928,354</b>

The following disbursements are authorized for the fiscal year:

Operations	4,928,354
<b>Total Emergency Medical Fund Expenditures</b>	<b>\$4,928,354</b>

**Section XXX Insurance and Benefits Fund**

There is hereby established an Insurance and Benefits Fund for Cherokee County with an appropriation of \$7,503,018

Revenues for the Insurance and Benefits Fund shall be from the following sources:

Internal Service Charges	7,224,615
Miscellaneous Sources	216,000
Use of Reserves	62,403
<b>Total Insurance and Benefits Fund Revenues</b>	<b>\$7,503,018</b>

The following disbursements are authorized for the fiscal year:

Operations	7,503,018
<b>Total Insurance and Benefits Fund Expenditures</b>	<b>\$7,503,018</b>

**Section XXXI Fleet Maintenance Fund**

There is hereby established a Fleet Maintenance Fund for Cherokee County with an appropriation of \$1,154,090

Revenues for the Fleet Maintenance Fund shall be from the following sources:

Charges for Services	<u>1,154,090</u>
<b>Total Fleet Maintenance Fund Revenues</b>	<b>\$1,154,090</b>

The following disbursements are authorized for the fiscal year:

Operations	<u>1,154,090</u>
<b>Total Fleet Maintenance Fund Expenditures</b>	<b>\$1,154,090</b>

**TOTAL CHEROKEE COUNTY BUDGET FY 2012** **\$132,318,775**

**Section XXXII**

A copy of the budget supporting the appropriations set forth in the above Sections shall be attested by the County Clerk and maintained as an official record in the offices of the County Manager and County Clerk.

**DONE, RATIFIED AND PASSED** by the Chairman and Board of Commissioners of Cherokee County, Georgia in regular session assembled this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
L.B. Ahrens, Jr., Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
Christy Black, County Clerk





Cherokee County, Georgia  
Agenda Request

2.2

SUBJECT: Web-Hosted Recreation Registration & Reservation Software Contract      MEETING DATE: 2/7/12  
SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Requesting Acceptance of and Approval of Contract with Recl.com to provide web-hosted recreation registration and reservation software as reviewed and approved by County Attorney.

FACTS AND ISSUES:

County staff received three written prices for web-hosted registration/facility reservation software and website management.

Recl is the recommended vendor. We have a long standing relationship, and the product is efficient, adequate and the least expensive. Also, it will meet both the needs of the Aquatic Center and Wellness Center, once open. The vendor is located in Alpharetta and readily available for technical support and additional training.

The recommendation is to continue use of Recl establishing a three year contract to begin February 1, 2012.

The contract has been reviewed and approved by the county attorney and the terms accepted by the vendor.

BUDGET:

Budgeted Amount:	Account Name:
Amount Encumbered:	Account #:
Amount Spent to Date:	
Amount Requested:	
Remaining Budget:	

Budget Adjustment Necessary: None

ADMINISTRATIVE RECOMMENDATION:

Requesting Acceptance of and Approval of Contract with Recl.com to provide web-hosted recreation registration and reservation software as reviewed and approved by County.

REVIEWED BY:

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_

APPROVED AS TO LEGAL FORM: \_\_\_\_\_

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is effective as of this \_\_\_ day of \_\_\_\_\_, 2012, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Cirilian, Inc., a Georgia corporation d/b/a "Rec1", ("Consultant"), collectively referred to as the "Parties".

**WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as Online Registration and Website Hosting and Website Management Services; and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Consultant has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, the Consultant desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS**, the public interest will be served by this Agreement; and

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

**I. DEFINITIONS**

**A. "Rec1 CMS"** means the Consultant's content management system, which allows the County to control a website's content and allows the Consultant to provide the necessary coding and formatting required to properly display such content.

**B. "CRPA"** means the County's parks and recreation agency, Cherokee Recreation and Parks Agency.

**C. "Registration Services"** means Internet software and capabilities to, among other things, allow participants in the CRPA's athletic programs to register to participate in such programs and pay any related registration fees.

**D. "Website Hosting and Website Management Services"** means hosting CRPA's website and providing the coding and formatting services required to properly display the website's content, the substance of which shall be provided by County staff.

**E. "Software"** means any software or website utilized by Consultant to provide the Work, or any of its components, programming code or data structures, or any copies or modifications of the software, user manuals, or any components, code or data structures thereof,

provided that Software shall never include CRPA's website, www.crpa.net.

**F. "Transactional Fee"** means the amount paid by the County to the Consultant for each registration fee paid by a participant in the County's athletic programs, or a representative or agent thereof, via the Internet software and capabilities provided by Consultant in connection with the Registration Services.

**G. "Transaction Amount"** means the amount paid by a participant in the County's athletic programs, or a representative or agent thereof, in a single transaction performed via the Internet software and capabilities provided by Consultant in connection with the Registration Services, to participate in the County's athletic programs.

**H. "Website Fee"** means the amount paid by the County to the Consultant for Website Hosting and Website Management Services.

**I. "Rec1 Home Page"** means the Consultant's webpage provided for use by County staff and individuals wishing to register to participate in the County's athletic programs, or a representative or agent thereof. This webpage shall provide limited access to those individuals wishing to register to participate in the County's athletic programs and shall provide more extensive access to County staff through the use of a password, which shall allow County staff to access additional materials not available to the general public.

**J. "User/Family Account Data"** means and includes all personal information associated with each user account established in connection with the County's Rec1 Home Page or through the provision of the Registration Services, including but not limited to basic account information, residential information, contact information, account settings and the user's activity history..

**K. "Financial Transaction Data"** means any record of financial transactions recorded or maintained by the Consultant related to the County's, and CRPA's, programs and services.

**L. "Program Data"** means all information pertaining to County, and CRPA, services and programs recorded or maintained by Consultant, including but not limited to all classes, leagues and events as well as all memberships and passes.

## **II. SCOPE OF SERVICES AND TERMINATION DATE**

### **A. Project Description**

Consultant will provide to the County Website Hosting and Website Management Services as well as Registration Services related to the CRPA.

### **B. The Work**

The Work to be completed under this Agreement (the "Work") consists of Registration Services,

as described in Exhibit "C" attached hereto and incorporated herein by reference, and Website Hosting and Website Management Services, as described in Exhibit "D" attached hereto and incorporated herein by reference, for the CRPA.

**C. Schedule, Completion Date, and Term of Agreement**

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and shall continue in full force until November 30, 2014; provided that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further provided that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

**III. WORK CHANGES**

**A.** The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Consultant and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, either party may terminate this Agreement upon notice to the other party as herein provided.

**B.** Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Consultant.

**C.** The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section IV(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000 must be approved by resolution of the Cherokee County Board of Commissioners.

**IV. COMPENSATION AND METHOD OF PAYMENT**

**A.** County agrees to pay the Consultant for the services performed and costs incurred by Consultant upon certification by the County that the services were actually performed and

costs actually incurred in accordance with the Agreement. Compensation for services performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section III above. The County shall pay the Consultant within thirty (30) days after receipt of the invoice, so long as such invoice is reasonably approved by County staff.

B. The total amount paid under this Agreement (in Transactional Fees) for Registration Services shall not, in any case, exceed twenty-five thousand dollars (\$25,000) per year, except as outlined in Section III(C) above. The Transactional Fee paid by County to Consultant for Registration Services performed shall be based upon usage and shall be billed monthly at rate of 1% of each Transaction Amount, provided that County agrees to pay a minimum of \$50 per month if its net transactions processed through the Consultant's Registration Services do not exceed \$5,000 during that month. The Registration Services are more fully described in Exhibit "C" attached hereto and incorporated herein by reference.

The Website Fee paid for Website Hosting and Website Management Services performed shall be billed monthly at a flat rate of \$250. The Website Hosting and Website Management Services to be provided under this Agreement are more fully described in Exhibit "D" attached hereto and incorporated herein by reference.

Consultant shall submit an invoice to the County in the first week of each month for services rendered pursuant to this Agreement. Each such invoice shall include the Transactional Fee incurred during the prior month for Registration Services and the current month's Website Fee for Website Hosting and Website Management Services.

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

## V. COVENANTS OF CONSULTANT

### A. Expertise of Consultant

Consultant accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken

by Consultant under this Agreement.

**B. Budgetary Limitations**

Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Consultant's profession and industry, Consultant will give written notice immediately to the County.

**C. County's Reliance on the Work**

The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's services performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's professional and industry standards or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

**D. Consultant's Reliance of Submissions by the County**

Consultant must have timely information and input from the County in order to perform the services required under this Agreement. Consultant is entitled to rely upon information provided by the County, but Consultant shall be required to provide immediate written notice to the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

**E. Consultant's Representative**

Landon Schenck shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

**F. Assignment of Agreement**

The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

**G. Responsibility of Consultant and Indemnification of County**

The Consultant covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This indemnity obligation does not include Liabilities caused by or resulting from the negligence of the indemnified Party. Nothing herein shall be construed as creating any individual or personal liability on the part of any County employee, officer, director, or agent. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement for any reason.

#### **H. Independent Contractor**

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only. This Sub-section shall survive the expiration or termination of this Agreement for any reason.

#### **I. Insurance**

##### **(1) Requirements:**

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 limit for claims arising out of professional services caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

- (a) General Liability and Automobile Liability Coverage.
  - (i) The County, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or

borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.

- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees, agents or volunteers.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer agrees to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- (ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.

(6) Verification of Coverage:

Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors:

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insured.

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

County shall be named as an additional insured and loss payee on all policies required by this Agreement.

**J. Employment of Unauthorized Aliens Prohibited**

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71) that it and Consultant's subcontractors have within the previous twelve (12) month period conducted a

verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County contractor or contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where a contractor or contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

Compliance with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

Consultant agrees that the employee-number category designated below is applicable to the Consultant.

- \_\_\_ 500 or more employees.
- \_\_\_ 100 or more employees.
- \_\_\_ Fewer than 100 employees.

Consultant agrees that, in the event the Consultant employs or contracts with any subcontractor(s) in connection with this Agreement, the Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

Consultant's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit attached as Exhibit "A."

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

**K. Records, Reports and Audits**

(1) Records:

- (a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Consultant shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

**L. Conflicts of Interest**

Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics.

**M. Confidentiality**

Consultant acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Consultant agrees that confidential information it receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available

to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not. This Sub-section shall survive expiration or termination of this Agreement for any reason.

**N. Licenses, Certifications and Permits**

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

**O. Key Personnel**

All of the individuals identified in Exhibit "E", attached hereto and incorporated herein, are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team, as listed in Exhibit "E", without written approval of the County. Consultant recognizes that the composition of this team was instrumental in the County's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this Sub-section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination. Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

**P. Authority to Contract**

The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

**Q. Ownership of Work**

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Consultant ("materials") shall be the property of the County and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the

County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

**R. Warranties**

Consultant represents and warrants that (i) Consultant shall perform the Work in a competent and professional manner and in compliance with all applicable laws and regulations, (ii) neither the performance of the Work on behalf of the County nor this Agreement violates and contractual obligation of Consultant with any other party; and (iii) the Work will (a) conform to the specifications set forth in Exhibits "C" and "D" and (b) not violate or in any way infringe upon the intellectual property or other proprietary or personal rights of any third party. This Sub-section shall survive the expiration or termination of this Agreement for any reason.

**VI. COVENANTS OF THE COUNTY**

**A. Right of Entry**

The County shall provide for right of entry for Consultant and all necessary equipment to N/A, in order for Consultant to complete the Work.

**B. County's Representative**

Bryan Reynolds shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

**VII. TERMINATION**

**A.** The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except for cause, which includes, but is not limited to, failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure, unauthorized use of the Software or other default by the County as provided hereunder.

**B.** Upon termination, County shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.

**C.** Upon termination, the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the County.

**D.** The rights and remedies of the County and the Consultant provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in

equity. Upon termination of this Agreement and expiration of any applicable notice period, the parties hereto shall have no further liability or obligation except as explicitly provided hereunder as surviving termination of this Agreement. In addition to those Sections or Sub-sections that explicitly provide that the provisions thereof shall survive termination of this Agreement, it is hereby provided that Articles V, VII, VIII, IX, X, XI, XII, XIV, XV, XVI, XVII, XVIII shall survive termination of this Agreement for any reason.

#### **VIII. NO PERSONAL LIABILITY**

No member, official or employee of the County shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

#### **IX. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

#### **X. SUCCESSORS AND ASSIGNS**

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

#### **XI. APPLICABLE LAW**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

#### **XII. CAPTIONS AND SEVERABILITY**

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this

Agreement shall remain in full force and effect to the extent possible.

### **XIII. BUSINESS LICENSE**

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

### **XIV. NOTICES**

#### **A. Communications Relating to Daily Activities**

All communications relating to the day-to-day activities of the Work shall be exchanged between Bryan Reynolds for the County and Landon Schenck for the Consultant.

#### **B. Official Notices**

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

County Manager  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, Georgia 30114

**NOTICE TO THE CONSULTANT** shall be sent to:

Recl  
12460 Crabapple Rd.  
Suite 202, #111  
Alpharetta, GA 30004  
Attn: Landon Schenck

### **XV. WAIVER OF AGREEMENT**

Failure by either party to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

## **XVI. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

## **XVII. FORCE MAJEURE**

Neither the County nor Consultant shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONSULTANT; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

## **XVIII. OWNERSHIP AND REMEDIES**

### **A. Consultant Property**

Prior to commencing the Work, Consultant shall identify to County in writing any technology, information, Software, or other materials owned by or licensed to Consultant that would be useful or necessary to the Work ("Consultant Property"). Consultant may update the Consultant Property at any time during the term of this Agreement by written notice to County. Consultant shall own all right, title and interest in and to Consultant Property, and the County agrees that it has no right, title, interest or ownership in, or to, the Consultant Property utilized by Consultant to provide the Work, provided that County shall always retain ownership of certain property as described in Sub-section B below and except to the extent that Consultant herein grants the County rights to use the Consultant Property. The Consultant Property, which does not include the County Property described in Sub-section B below, shall remain at all times Consultant's sole and exclusive property, and the County shall not reproduce or copy any such Consultant Property or portion thereof without Consultant's prior written consent.

### **B. County Property**

County shall at all times retain ownership of its website, [www.crpa.net](http://www.crpa.net), and any of its components, programming code or data structures provided by Consultant in hosting or managing such website during the Term of this Agreement. Further, County shall at all times retain control of the content contained on its website, [www.crpa.net](http://www.crpa.net), and any changes that Consultant makes to such content must be approved in writing by the County.

County shall also retain ownership of all data recorded in relation to user transactions on the County's Recl Home Page, including but not limited to User/Family Account Data, all Financial Transaction Data, and all Program Data.

**C. Survival**

The obligations set forth in this Section shall survive the termination, cancellation or expiration of this Agreement for any reason whatsoever.

**D. Remedies**

The Parties agree that, in the event of a breach or threatened breach by either Party of the provisions of this Section, the other Party shall be entitled to both a temporary and permanent restraining order and a preliminary injunction, or other similar remedy, restraining the breaching Party, or Party threatening to breach, or any affiliate, officer, agent or assignee thereof from violating the terms of this Section. The Parties specifically acknowledge that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred as a result of a breach of any of the provisions of this Agreement. Such remedy is non-exclusive and shall be in addition to any other remedy available at law or in equity.

**IN WITNESS WHEREOF** the County and the Consultant have executed this Agreement effective as of the date the County Manager executes this Agreement on behalf of the County.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

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

**CONSULTANT:**

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

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

**My Commission Expires:**

\_\_\_\_\_

**CHEROKEE COUNTY**

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

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

**My Commission Expires:**

\_\_\_\_\_

**EXHIBIT "A"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b), a form of which is attached hereto as Exhibit "B". Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

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

\_\_\_\_\_  
Name of Contractor

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

SUBSCRIBED AND SWORN BEFORE  
ME

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

ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 201\_\_.

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

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

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

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

**EXHIBIT "B"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT "C"

Registration Services provided by Consultant to the County under this Agreement include the following:

1. **Access** – Excluding reasonable occasional maintenance, Consultant shall provide an online registration service available to those individuals wishing to register to participate in the County's athletic programs 24 hours a day. The site shall be accessible from any personal computer with an Internet connection. There shall be no limit to the number of organization users and participants that can enroll on the site.
2. **Training** – Consultant agrees that each year during the Term of this Agreement, Consultant shall provide up to 5 hours of remote training related to the Registration Services, including but not limited to the Software and websites maintained in association therewith, to County personnel.
3. **Online Registration** – The Consultant's Registration Software can be integrated with the County's website. Consultant will format a registration page to match the colors and theme of the County's website. County may then display a link on its own page that will seamlessly redirect the user to a secure page on the Consultant's server and allow a user to register to participate in the County's athletic programs and pay any necessary fees associated therewith.
4. **Documentation** – Consultant will provide the County with access to electronic copies of all current guides or manuals related to the Registration Services provided, including but not limited to User's Guides and Quickstart Guides. The County shall have access to download these guides and manuals at any time from its organization's Recl Home Page. The current guides will be updated periodically, and Consultant shall notify the County when such updates are available.
5. **Data Backups** – Consultant currently backs up all of its data daily (at 6:00 AM). Consultant agrees that it shall continue to back up all data, including data created pursuant to or in connection with this Agreement, on a daily basis, and in the event of an emergency, Consultant may restore all of the data to the point in time when the most recent backup of data occurred, which shall be no more than twenty-four (24) hours prior to the incident necessitating the restoration.
6. **Enhancements** – New features will be added to Consultant's Software and registration capabilities during the Term of this Agreement. County will have full access to all new features without additional charge. County representatives are also encouraged to submit change requests as they see opportunities for improvement. Consultant will attempt to implement any and all changes that improve the value of Consultant's Software and registration capabilities and services, and will provide the improvements to all of our customers at no additional charge. If Consultant chooses not to implement a particular change requested by the County but the County determines that such a change is necessary to its continued use of Consultant's services, Consultant may charge County a development fee of \$100 per hour to implement the County's request. All work and prices will be estimated and agreed upon with the County prior to work start.

7. **Customer Support** – Consultant shall provide an online utility for problem reports and change requests. County may also reach Consultant by phone at 1-800-335-1863 between the hours of 9:00 AM and 5:00 PM Eastern. Email support is also available at support@rec1.com between the hours of 9:00 AM and 5:00 PM. Afterhours support is often available but is not guaranteed. Consultant will handle emergency situations as soon as possible, but under no circumstances more than two (2) business days after receiving notification of the problem. Enhancement requests will be queued based on priority and implemented according to a schedule compiled by the Consultant and reasonably approved by the County.

8. **Data** – Upon termination of this Agreement for any reason, Consultant agrees to provide all data extracts maintained pursuant to or in connection with this Agreement, including but not limited to all User/Family Account Data, all Financial Transaction Data, and all Program Data, to the County at no charge and in the format requested by the County, provided that if the requested format is not available, the data points shall be provided in at least Microsoft Excel or csv standard format.

## EXHIBIT "D"

Website Hosting and Website Management Services provided by Consultant to the County under this Agreement include the following:

1. **Access** – Excluding reasonable occasional maintenance, Consultant shall provide Website Hosting and Website Management Services as well as Rec1 CMS capabilities and service 24 hours a day during the Term of this Agreement. The website providing the Rec1 CMS capabilities shall be accessible from any personal computer with an Internet connection, and there shall be no limit to the number of County representatives and participants that can utilize the Rec1 CMS module. Consultant shall restrict a non-County users' ability to control the website's content in a manner approved in writing by the County.

2. **County-Controlled Content** - Cherokee shall control the content of [www.crupa.net](http://www.crupa.net). Such content shall include but not be limited to the following:

- Feature Articles on the home page,
- Latest News,
- Calendar of Events, and
- Staff Photos and Bios.

County shall at all times control the information to be posted on the website, although Consultant may reasonably restrict the general layout of the site due to formatting, coding, or labor considerations. Any and all changes to the content of the website, [www.crupa.net](http://www.crupa.net), must be approved in writing by the County.

3. **Consultant-Assisted Content Updates** - For those sections of [www.crupa.net](http://www.crupa.net) that cannot be edited by County using the Rec1 CMS, County may request assistance (up to five (5) hours per month) from Consultant to edit those sections. Consultant will continue to implement all components of the website into the Rec1 CMS to facilitate editing by County.

4. **Training** – Consultant agrees that, each year during the Term of this Agreement, Consultant shall provide up to 5 hours of remote training related to the Website Hosting and Website Management Services, including but not limited to the Rec1 CMS, to County personnel.

5. **Data Backups** – Consultant currently backs up all of its data daily (at 6:00 AM). Consultant agrees that it shall continue to back up all data, including data created pursuant to or in connection with this Agreement, on a daily basis, and in the event of an emergency, Consultant may restore all of the data to the point in time when the most recent backup of data occurred, which shall be no more than twenty-four (24) hours prior to the incident necessitating the restoration.

6. **Enhancements** – New features will be added to the Rec1 CMS during the Term of this Agreement. County will have full access to all new features without additional charge. County representatives are also encouraged to submit change requests as they see opportunities for improvement. Consultant will attempt to implement any and all changes that improve the value of Rec1 CMS, and will provide any enhanced features to all of our customers at no additional charge. If Consultant chooses not to implement a particular change requested by the County, but

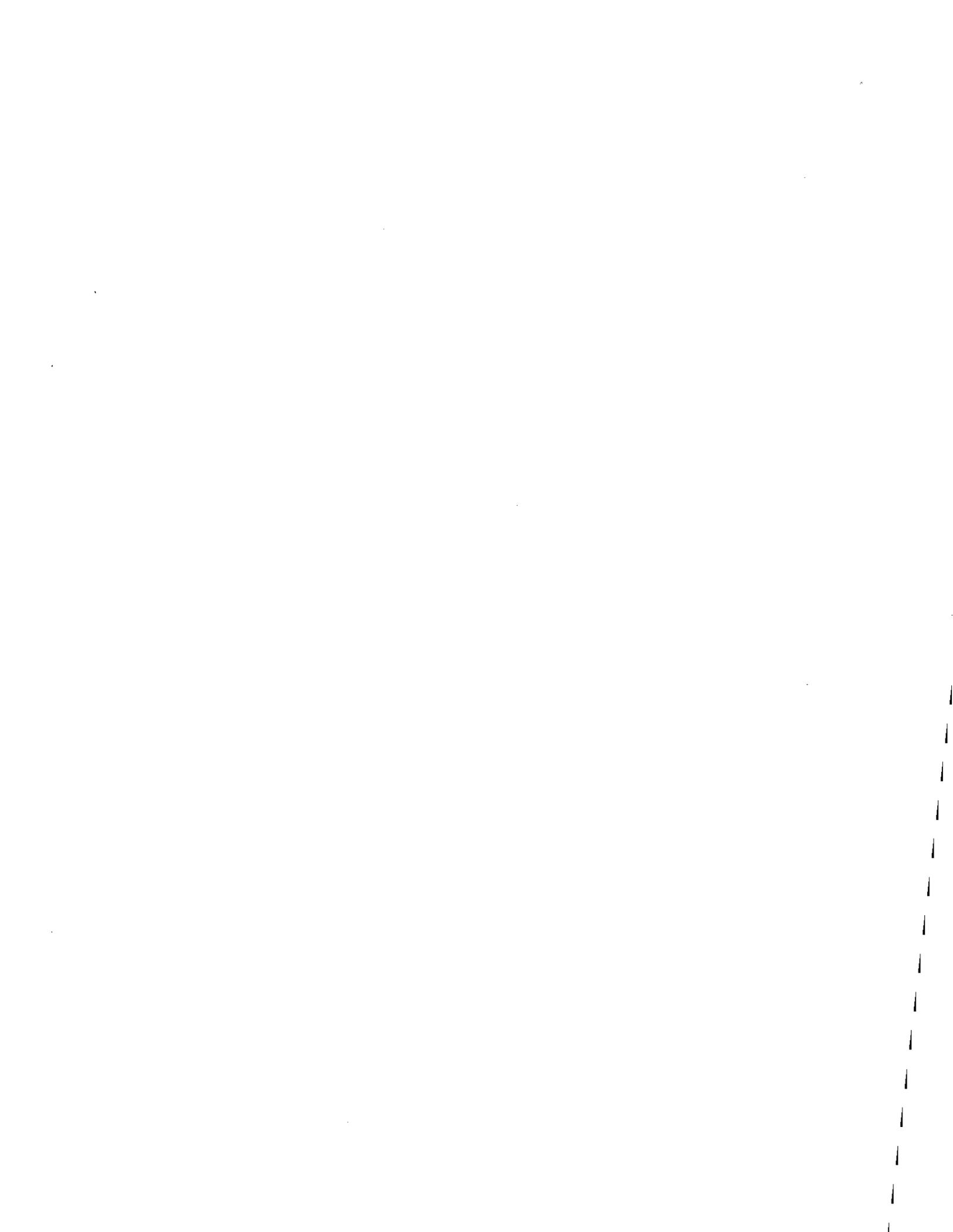
the County determines that such a change is necessary to its continued use of Consultant's services, Consultant may charge the County a development fee of \$100 per hour to implement the County's request. All work and prices will be estimated and agreed upon with the County prior to work start.

7. **Customer Support** – Consultant shall provide Rec1 CMS support by phone at 1-800-335-1863 between the hours of 9:00 AM and 5:00 PM Eastern. Email support is also available at [support@recl.com](mailto:support@recl.com) between the hours of 9:00 AM and 5:00 PM. After-hours support is often available but is not guaranteed. Consultant will handle emergency situations as soon as possible, but under no circumstances more than two (2) business days after receiving notification of the problem. Enhancement requests will be queued based upon priority and implemented according to a schedule compiled by the Consultant and reasonably approved by the County.

8. **Data** – Upon termination of this Agreement for any reason, Consultant agrees to provide all data extracts maintained pursuant to or in connection with this Agreement, including but not limited to all User/Family Account Data, all Financial Transaction Data, and all Program Data, to the County at no charge and in the format requested by the County, provided that if the requested format is not available, the data points shall be provided in at least Microsoft Excel or csv standard format.

**EXHIBIT "E"**

Landon Schenck



Cherokee County, Georgia  
Agenda Request

SUBJECT: Annual Bench Flow Air Testing, Maint. & Repairs      MEETING DATE: 2/7/12

SUBMITTED BY: Chief Tim Prather

COMMISSION ACTION REQUESTED:

Fire and Emergency Services is requesting approval to award RFP 2011-33 to Fisher Safety and approval of the Purchase Request for the Air Flow Testing of Self-Contained Breathing Apparatus (SCBA) in the amount of \$11,500.00.

FACTS AND ISSUES:

Per NFPA 1500 Chapter: Every self contained breathing apparatus shall be bench flow tested annually for proper operation for the safety of fire personnel in hazardous environments.

The RFP (#2011-33) was issued on 9/16/11 and closed on 10/13/11. We received 2 proposals.

Proposals were received and reviewed from:

Company	Final Score (out of 100 max)	Unit Price*
American Safety & Fire House	93.8	\$13,994.00
Fisher Safety	100.0	\$11,500.00

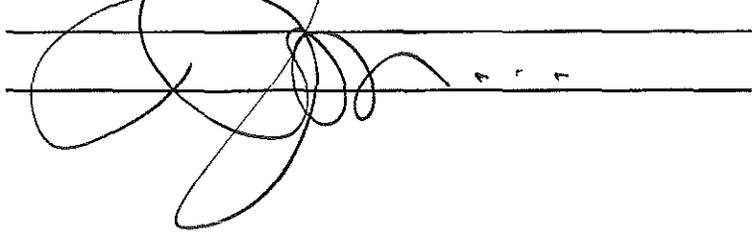
\*Note: Unit price extension based upon complete data provided by Fisher Safety.

BUDGET:

Budgeted Amount:	\$13,619.67	Account Name: Fire Operations, Air Packs
Amount Encumbered:	\$-619.67	Account #: 23520000-522210
Amount Spent to Date:	\$00.00	
Amount Requested:	\$11,500.00	
Remaining Budget:	\$2,119.67	

Budget Adjustment Necessary: None required.

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY: \_\_\_\_\_  
DEPARTMENT HEAD:  \_\_\_\_\_  
COUNTY ATTORNEY: \_\_\_\_\_  
COUNTY MANAGER:  \_\_\_\_\_

**CHEROKEE COUNTY PURCHASING REQUISITION**  
(THIS IS NOT A PURCHASE ORDER)

Date January 24, 2012 Requestor D. McPherson Ext. \_\_\_\_\_

Vendor Fisher Safety

Requisition for What Dept.?: Fire OPS

Requisition Number \_\_\_\_\_

*Complete remittance address (only if new vendor)*  
**P.O. Number** \_\_\_\_\_  
(For Office Use Only)

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone # 770-441-3473

Department Head Approval Kevin Botts

Purchasing Mgr. Approval \_\_\_\_\_

Danny Daniels

Item	Account Number Fund-Org-Object-Project	Quantity	Unit of Issue	Unit Price	Description: Model # and/or Part #:	Extended Cost
1	23520000 522210	1	ea.	11,500.00	Flow test and repair of Breathing Air Packs County wide	11,500.00
2						0.00
3						0.00
4						0.00
5						0.00
6						0.00
7						0.00
8						0.00
9						0.00
10						0.00
<b>SHIPPING &amp; HANDLING CHARGES (IF APPLICABLE)</b>					Note: If unsure of S&H; enter \$1.00	1.00

Purchasing Approval \_\_\_\_\_  
Budgeting Approval \_\_\_\_\_  
County Manager Approval \_\_\_\_\_  
(For Office Use Only)

**Mark Box with lower case "g"**  
cc: INVENTORY

Subtotal Amount of Purchase Order \$ 11,501.00

(Add) Applicable Tax \_\_\_\_\_

Total Amount of Purchase Order \$ 11,501.00

**Special Instructions:**  
BPO for SCBA Flow testing and repair, RFP 2011-33. Approved at BOC meeting, 020712

3 verbal quotes with totals only include:  
1)  
2)  
LOW QUOTE

**Quotation Policies:**

- Quotations are not required for purchases under \$1,000.
- Three quotations telephone or written, are required for amounts of \$1,000 to \$2,499.99. *(Verbal quote totals may be written within special instructions section.)*
- Three written quotations for purchases of \$2,500 to \$24,999.99 must be obtained.
- Formal Sealed Bids and Approval of the County Commission for purchases of \$25,000 or more are required.



Cherokee County, Georgia  
Agenda Request

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**SUBJECT: Soccer Complex**

**MEETING DATE: February 7, 2012**

**SUBMITTED BY:** Bill Echols, AIA, Director of Capital Projects

**COMMISSION ACTION REQUESTED:** It is requested that the Board approve Change Orders in the total amount of \$45,000.00 to the following Contractors for additional fencing and landscape/trees at the Soccer Complex at Blalock Road.

**FACTS AND ISSUES:** Representatives of Cherokee County have met several times with residents and neighbors surrounding the Soccer Complex at Blalock Road. In response to the residents, a proposed Streetscape design for additional landscaping/trees and wildflowers along Blalock Road, and additional small pine trees inside the complex, and revisions to the existing galvanized chain link fence in front of the existing Recycle Center, were recently presented to representatives of the surrounding community and approved for implementation by the County.

It is proposed that the current contract amounts for the contractors providing fencing and landscape/tree plantings at the Soccer Complex be increased in the **total amount of \$45,000.00** as outlined below:

**Fencing: Mauldin & Cook:** Current Contract Sum: Not to Exceed \$163,000.00.

ADD the Not to Exceed Amount of \$25,000.00, for the removal of existing fence along Blalock Road at the Recycle Center, and installation of a new 8 foot high black vinyl chain link fence, and two new gates, to replace the removed galvanized gates and fencing running along Blalock Road at the Recycle Center. Unit Prices have been submitted and accepted, and payment of all fencing work will be based upon these unit prices times measured fence lengths.

The existing entrance gate to the Soccer Complex will not be relocated, nor will a new gate be installed closer to the entrance to the Soccer Complex; by the County or the Soccer Association.

At this time, no additional solid fencing or any other fencing is to be installed inside the Soccer Complex.

**Landscape/Trees: Ed Castro Landscape:** Current Contract Sum: Not to Exceed \$75,000.00: \$60,000.00 for landscape/trees inside the complex, and \$15,000.00 for landscape/trees along Blalock Road.

ADD the Not to Exceed Amount of \$20,000.00: \$9,500.00 for additional landscape/trees along Blalock Road, \$5,000.00 for approximately 10,000 SF of wildflowers to be planted inside the existing fence at the closed landfill, and \$5,500.00 for approximately 525 small pines to be planted in two to three rows along the tops of the slopes only, inside the complex, at the large soccer fields for sound abatement and to reduce access/play on the slopes by children. Unit Prices have been submitted and accepted, and payment of all landscape/tree work will be based upon these unit prices times the type trees planted.

In addition to the above work by the fence and landscape/tree contractors, Cherokee County Roads & Bridges crews will be performing work along Blalock Road: grading along the road for improved drainage and repair/re-dressing of berms/slopes, grinding of stumps of the already cut pine trees, installation of turbines on the tops and painting black of the existing PVC monitoring well pipes, cutting of one large dead pine tree, and other miscellaneous general cleanup activities.

**BUDGET:**

<b>Budgeted Amount:</b>	<b>\$45,000.00</b>	<b>Account Name: Soccer Complex</b>
Amount Encumbered:	\$	<b>Account #: PR107</b>
Amount Spent to Date:	\$	
<b>Amount Requested:</b>	<b>\$45,000.00</b>	<b>(for all work described above)</b>
Remaining Budget:	\$	
Budget Adjustment Necessary:		

**ADMINISTRATIVE RECOMMENDATION:** It is requested that the Board approve Change Orders in the total amount of **\$45,000.00** to the following Contractors for additional fencing and landscape/trees at the Soccer Complex at Blalock Road:

**Fencing: Mauldin & Cook: ADD the Not to Exceed Amount of \$25,000.00.**

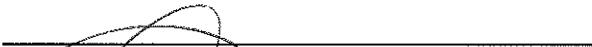
**Landscape/Trees: Ed Castro Landscape: ADD the Not to Exceed Amount of \$20,000.00.**

**REVIEWED BY:**

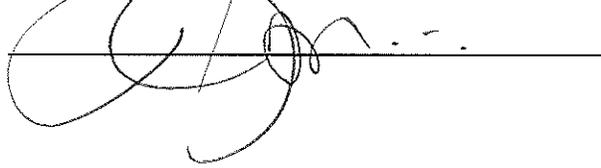
**DEPARTMENT HEAD:**



**COUNTY ATTORNEY:**



**COUNTY MANAGER:**



Cherokee County, Georgia  
Agenda Request

Agenda No.

2.5

SUBJECT: Professional Services Agreement for  
Surety Bonds Update Services

MEETING DATE: February 7, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of a Professional Services Agreement with RCE Consulting to assist with surety bond update services for the Cherokee County Engineering Department.

FACTS AND ISSUES:

The Engineering Department has on file all performance guarantees for completion of public improvements in all new residential developments in unincorporated Cherokee County. Due to the downturn in the economy over the last several years, several developments have been foreclosed by banks or are remain dormant. The original performance guarantees for many of those developments require updating to meet current construction costs. In many cases staff has been successful in having the performance guarantees updated.

There are several where staff has been unsuccessful in contacting the surety companies. RCE Consulting recently assisted the City of Canton with updating the development guarantees for residential developments within its jurisdiction.

Under this proposal, RCE Consulting will assist Cherokee County Engineering Department staff in updating the performance guarantees for developments within the County.

BUDGET:

Budgeted Amount:	\$ 30,000.00	Account Name: Technical
Amount Encumbered:	\$ 0.00	Account #: 521300
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 5,000.00	
Budget Remaining:	\$ 25,000.00	

ADMINISTRATIVE RECOMMENDATION:

Approval of a Professional Services Agreement with RCE Consulting to assist with surety bond update services for the Cherokee County Engineering Department.

REVIEWED BY:

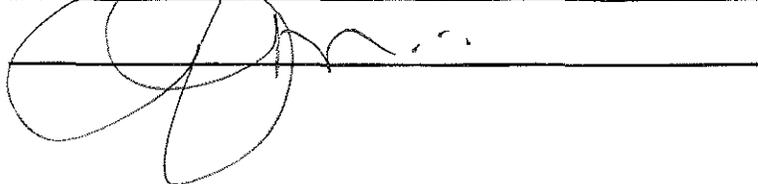
DEPARTMENT HEAD:



COUNTY ATTORNEY:



COUNTY MANAGER:



RCE Consulting/Charlotte Taylor  
2069 Colony Dr  
Canton, GA 30114  
678-880-7896  
October 28, 2011

Geoff Morton  
Cherokee County Government  
1130 Bluffs Parkway  
Canton, GA 30114

Reference: Cherokee County Surety Bonds Updated

Mr. Morton:

Per your request I am submitting a proposal to fulfill the below listed scope of work as we discussed.

- 1.Update current status on all Bonds, Letters of Credit and or Release Letters identifying in writing by the Carrier as either Active or Expired and providing the effective and expiration date of each.
- 2.Update and revise all current Contact Information for all Contractors/ Owners and Carriers for all Bonds, LOC, or Release Letters.
- 3.Request updated revised Bond ,LOC from Contractor /Owner on all Active accounts reflecting current construction unit cost.
- 4.Request update from Contractor/Owner to renew or provide new Bonds and or LOC reflecting current construction unit cost, for all previously expired accounts.
- 5.Meet with I.T. Department and engineer to implement a warning system to prevent Bonds or LOC from expiring and therefore increasing revenue.
- 6.Establish a professional and courteous relationship with all new and existing Contractor/Owners and Carriers.
- 7.Cherokee County will provide computer and internet service for research and emails and spreadsheet to complete this project.
- 8.RCE Consulting will provide phone service for contacting all Contractors/Owners and Carriers.

All the above will be completed in a timely manner at the rate of \$50.00 per hour.

Upon receipt of a signed contract work can begin at your discretion.

Best Regards,  
Charlotte Taylor

# CHARLOTTE C. TAYLOR

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2069 Colony Drive ♦ Canton, Georgia 30114 ♦ (678) 880-7896 day ♦ (770) 314-1983 evening  
♦ charlotte.taylor@yahoo.com

**Professional Objective** Highly skilled and dedicated **Collections Professional** seeking to become affiliated with a dynamic organization in a position where my related background will contribute to your continued success and operational efficiency.

**Qualifications Summary**

- Offering a comprehensive and diverse track record of top performance including corporate experience and accomplishments encompassing **Global Risk Management, Insurance & Reinsurance Brokerage, Human Capital and Management Consulting** experience.
- Specific areas of expertise include accounts receivable management, business consulting, settlement negotiations, process improvement, research, management reports, quality control, relationship management and implementing policies and procedures.
- Extensive knowledge of interpretation and application of **Fair Debt Collections Practices Act**.
- Possess a reputation for ethical practice and confidentiality in handling employers' and clients' transactions.
- Business strategist with success in implementing collections initiatives to achieve market share in challenging markets.
- Team player who collaborates closely with co-workers and management to achieve targeted objectives.
- Proficient in planning and completing projects to high standards in time-critical situations.
- Strengths include excellent leadership, organizational and problem solving abilities.
- Easily establish and cultivate professional business and customer relationships.
- Consistently received outstanding performance evaluations in all positions held.
- Computer proficient.

**Professional Experience** **CITY OF CANTON, Canton, Georgia**  
**Volunteer, (Feb 2011 – Present)**

- Applied leadership skills and previously acquired Collections background to conceptualize and develop system for collecting City's development bonds.
- Successful in identifying \$1.2 million in funds previously undetected through establishment of Collection Unit for Bonds, Credit and Release Letters.
- Above referenced funds will be utilized by City of Canton in conjunction with completion of projects deactivated due to current economic conditions.
- Recommended by City Engineer for potential hire with City.

**AONBENFIELD, Suwanee, Georgia**

**Accounts Analyst/Collector – Premium & Claims/Client Services, (Nov 1997 – Sept 2009)**

- Consistently excelled in all aspects of accounts analysis and servicing in accordance with company governmental regulations.
- Analyzed and processed Premium and Claims to produce billings and notification on behalf of The Home Insurance Company, Public Service Mutual Insurance and Star Indemnity to their re-insurers.
- Present alternative payment plans to accommodate clients while also achieving collection goals.
- Assessed assigned premium documentation for accuracy and applicability of coverage.

**Professional Experience**  
(continued)

**AONBENFIELD, Suwanee, Georgia - CONTINUED**

**Account Analyst/Collector – Premium & Claims/Client Services, (Nov 1997 – Sept 2009)**

- Processed notices billed according to company procedures.
- Maintained accurate Premium documenting processing of premiums and collections.
- Initiated statement based collections from and settlement to claims and re-insurers.
- Resolved settlement issues in a timely and efficient manner.
- Reported collection status of unpaid items to clients, re-insurers and brokers.
- Assigned special projects by senior management for collections and settlement.
- Strong contact with clients, re-insurers and brokers.
- Maintained collections status files on all assigned claims.
- Prepared and submitted monthly report to management on progress of settlement of accounts reflecting \$4,880,752.95 in funds cleared due to personal efforts in 2009.

**THOMAS HOWELL GROUP, Atlanta, Georgia**

**Collector/Treaty Reinsurance Both Premium & Claims/Client Services, (Nov 1993 – Nov 1997)**

- Excelled in servicing and managing diverse accounts assigned by senior management for collection and settlement in accordance with company philosophy.
- Initiated contact with clients to negotiate timely settlement of delinquent accounts including immediate payments and payment arrangements.
- Documented accounts and monitored accounts for proper pay performance and initiated follow-up procedures as required.
- Prepared and submitted monthly status reports to management on all accounts.

**Previous Experience**

**CHILTINGTON LIMITED, Orlando, Florida**

**Collections Manager/Consultant/Client Services**

- Conducted monthly travel to Philadelphia to consult with liquidator for Mission Insurance Company regarding collections procedures on customer accounts.
- Acquired all necessary documentation and information required to represent Mission Insurance Company during collection procedures.
- Held decision-making authority to resolve settlement issues within established parameters.
- Presented alternatives to clients as a means of expediting collections.
- Reported collection status of unpaid or queried accounts to Liquidator.

**RFC INTERMEDIARIES, Atlanta, Georgia**

**Collector/Treaty**

- Consistently excelled in all aspects of Premium, Claims, LOC, Bonds and Client Services, including quality control of activities and extensive problem solving.
- Implemented procedures to resolve settlement issues in a timely manner to clients' satisfaction.
- Documented account information in collections status files and submitted monthly reports to management.

**Education**

**Gainesville College, Gainesville, Georgia**  
Associates degree in Political Science.

**Personal**

Salary negotiable.

Available immediately.

**References**

Excellent personal and professional references will be provided upon request.

RCE Consulting/Charlotte Taylor  
2069 Colony Dr  
Canton, GA 30114  
678-880-7896  
October 28, 2011

Geoff Morton  
Cherokee County Government  
1130 Bluffs Parkway  
Canton, GA 30114

Reference: Cherokee County Surety Bonds Updated

Mr. Morton:

Per your request I am submitting a proposal to fulfill the below listed scope of work as we discussed.

1.Update current status on all Bonds, Letters of Credit and or Release Letters identifying in writing by the Carrier as either Active or Expired and providing the effective and expiration date of each.

2.Update and revise all current Contact Information for all Contractors/ Owners and Carriers for all Bonds, LOC, or Release Letters.

3.Request updated revised Bond ,LOC from Contractor /Owner on all Active accounts reflecting current construction unit cost.

4.Request update from Contractor/Owner to renew or provide new Bonds and or LOC reflecting current construction unit cost, for all previously expired accounts.

5.Meet with I.T. Department and engineer to implement a warning system to prevent Bonds or LOC from expiring and therefore increasing revenue.

6.Establish a professional and courteous relationship with all new and existing Contractor/Owners and Carriers.

7.Cherokee County will provide computer and internet service for research and emails and spreadsheet to complete this project.

8.RCE Consulting will provide phone service for contacting all Contractors/Owners and Carriers.

All the above will be completed in a timely manner at the rate of \$50.00 per hour.

Upon receipt of a signed contract work can begin at your discretion.

Best Regards,  
Charlotte Taylor



# Cherokee County Board of Commissioners

Cherokee County  
1130 Bluffs Parkway  
Canton, Georgia 30114

## Professional Services Agreement For Surety Bonds Update

**Award Date:** February 7, 2012

**Consultant:** RCE Consulting  
2069 Colony Drive  
Canton, Georgia 30114  
(678)880-7896

**This is the Standard Professional Services Agreement of Cherokee County. Any consultant doing business with the County must enter into this Agreement.**

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is effective as of \_\_\_ day of \_\_\_\_\_, 2012, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and **RCE CONSULTING** ("Consultant"), collectively referred to as the "Parties."

### **WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as updating developer bonds, letters of credit and release letters (the "Work"); and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Consultant has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, the Consultant desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS**, the public interest will be served by this Agreement;

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

### **I. SCOPE OF SERVICES AND TERMINATION DATE**

#### **A. Project Description**

The Work to be completed under this Agreement (the "Work") can generally be described as updating developer bonds, letters of credit and release letters.

#### **B. The Work**

The Work to be completed under this Agreement (the "Work") consists of:

1. Update current status on all Bonds, Letters of Credit and or Release Letters, identifying in writing the carrier as either active or expired and providing the effective and expiration date of each.
2. Update and revise all current contact information for all contractors/owners and carriers for all Bonds, Letters of Credit, or Release Letters.

3. Request updated and revised Bond, Letter of Credit from contractors/owners on all active accounts reflecting current construction unit costs.
4. Request updates from contractors/owners to renew or provide new Bonds and or Letters of Credit reflecting current construction unit cost, for all previously expired accounts.
5. Meet with IT Department and engineer to implement a warning system to prevent Bonds or Letters of Credit from expiring and therefore increasing revenue.
6. Establish a professional and courteous relationship with all new and existing contractors/owners and carriers.

**C. Schedule, Completion Date, and Term of Agreement**

Consultant warrants and represents that it will perform its services and provide its products in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Initial Term shall be for one (1) calendar year, with two (2) each one (1)-year extensions if the Parties mutually agree in writing no later than thirty (30) calendar days prior to the expiration of the Initial Term or each relevant extension of the Initial Term.

**II. WORK CHANGES**

**A.** The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Consultant and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms and the Consultant shall proceed with the changed work.

**B.** Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Consultant.

**C.** The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000 must be approved by resolution of the Cherokee County Board of Commissioners.

### III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the products delivered or services provided upon certification by the County that the products were actually delivered or services were actually performed in accordance with the Agreement. Compensation for services performed and products delivered shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and products delivered. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within forty-five (45) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for products delivered or services provided shall be at **\$50.00 per hour with the total compensation to Consultant not to exceed \$5,000.00**, except as outlined in Section II(C) above. The compensation for services performed or products delivered shall be based upon the proposal submitted by Consultant and shall be paid as the Work progresses.

C. There are no reimbursements for costs to the Consultant included in this Agreement.

### IV. COVENANTS OF CONSULTANT

#### A. Expertise of Consultant

Consultant accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement.

#### B. Budgetary Limitations

Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Consultant's profession and industry, Consultant will give written notice immediately to the County.

#### C. County's Reliance on the Work

The Consultant acknowledges and agrees that the County does not undertake to approve

or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's services performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's professional and industry standards or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

**D. Consultant's Reliance of Submissions by the County**

Consultant must have timely information and input from the County in order to perform the services required under this Agreement. Consultant is entitled to rely upon information provided by the County, but Consultant shall be required to provide immediate written notice to the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

**E. Consultant's Representative**

**Charlotte Taylor**, shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

**F. Assignment of Agreement**

The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them and the County shall have no obligation to them.

**G. Responsibility of Consultant and Indemnification of County**

The Consultant covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person

described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

#### **H. Independent Contractor**

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

#### **I. Insurance**

##### **(1) Requirements:**

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

##### **(2) Minimum Limits of Insurance:**

Consultant shall maintain limits no less than:

- (a)** Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 limit for claims arising out of professional services caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

- (i) The County, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees, agents or volunteers.
- (iv) Coverage shall state that the Consultant's insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer agrees to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- (ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.

(6) Verification of Coverage:

Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior

to the expiration of the coverage.

(7) Subcontractors:

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insured.

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement.

**J. Employment of Unauthorized Aliens Prohibited**

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71) that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an

unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Compliance with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

Contractor agrees that the employee-number category designated below is applicable to the contractor.

\_\_\_ **500 or more employees.**

\_\_\_ **100 or more employees.**

\_\_\_ **Fewer than 100 employees.**

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

**K. Records, Reports and Audits**

(1) Records:

(a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Consultant shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

**L. Conflicts of Interest**

Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics.

**M. Confidentiality**

Consultant acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Consultant agrees that confidential information it receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

**N. Licenses, Certifications and Permits**

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

**O. Key Personnel**

Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

**P. Authority to Contract**

The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

**Q. Ownership of Work**

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Consultant ("materials") shall be the property of the County and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

**V. COVENANTS OF THE COUNTY**

**A. Right of Entry**

The County shall provide for right of entry to the property and site of the proposed Project for Consultant in order for Consultant to complete the Work.

**B. County's Representative**

**Geoffrey Morton, County Engineer**, shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

**VI. TERMINATION**

**A.** The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure.

**B.** Upon termination, County shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.

**C.** Upon termination, the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the County.

**D.** The rights and remedies of the County and the Consultant provided in this Section

are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

#### **VII. NO PERSONAL LIABILITY**

No member, official or employee of the County shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

#### **VIII. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

#### **IX. SUCCESSORS AND ASSIGNS**

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

#### **X. APPLICABLE LAW**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

#### **XI. CAPTIONS AND SEVERABILITY**

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this

Agreement shall remain in full force and effect to the extent possible.

## **XII. BUSINESS LICENSE**

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

## **XIII. NOTICES**

### **A. Communications Relating to Daily Activities**

All communications relating to the day-to-day activities of the Work shall be exchanged between **Geoffrey Morton, County Engineer**, for the County and **Charlotte Taylor** for the Consultant.

### **B. Official Notices**

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

County Manager  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, Georgia 30114

**NOTICE TO THE CONSULTANT** shall be sent to:

Charlotte Taylor  
RCE Consulting  
2069 Colony Drive  
Canton, Georgia 30114

## **XIV. WAIVER OF AGREEMENT**

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

## **XV. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

## **XVI. FORCE MAJEURE**

Neither the County nor Consultant shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONSULTANT; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

**IN WITNESS WHEREOF** the County and the Consultant have executed this Agreement effective as of the date the County Manager executes this Agreement on behalf of the County.

*[SIGNATURES ON FOLLOWING PAGE]*

Approved as to form:

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

**RCE CONSULTING**

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

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

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

**CHEROKEE COUNTY**

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

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

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

**EXHIBIT "A"**

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit "1." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

**EXHIBIT "B"**

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

**EXHIBIT "C"**

This Exhibit C sets forth the scope of work to be provided by the Consultant to the County pursuant to this Agreement.



Cherokee County, Georgia  
Agenda Request

2.6

SUBJECT: Senior HOME Repair Inspection Services MEETING DATE: February 7, 2012

SUBMITTED BY: Marianne Pieper, CDBG Coordinator

COMMISSION ACTION REQUESTED: Requesting approval to award Senior HOME Repair Inspection Services contract to Stephen L. Chalfant.

FACTS AND ISSUES: The RFB (#2011-47) was issued on December 16, 2011 and closed on January 19, 2012. Proposals were received from five (5) contractors and were reviewed by the CDBG Program Coordinator, Procurement/Risk Management Director and Senior Procurement & Risk Management Specialist. Only three (3) of the proposals included a bid for housing rehabilitation. The RFB was for Housing Rehabilitation Inspection and included an option for the Lead Inspection Services which excluded Spectrum Analytical and GLE Facilities & Environmental from consideration. It is anticipated that the annual contract will be \$22,400 for eight (8) to ten (10) units. The total value of this agreement will be reimbursed under the HOME Program Grant through the Georgia Urban County Consortium.

Proposals and costs for a per unit cost are shown below:

<u>Company</u>	<u>Housing Rehab</u>	<u>Lead</u>	<u>Total</u>
Spectrum Analytical	No Bid	\$1,075	\$1,075
<b>NOVA Eng &amp; Env</b>	<b>\$11,820</b>	<b>\$2,700</b>	<b>\$14,520</b>
<b>Stephen L. Chalfant</b>	<b>\$1,350</b>	<b>\$1,450</b>	<b>\$2,800</b>
GLE Facilities & Env	No Bid	\$1,800	\$1,800
<b>Chase Management</b>	<b>\$3,575</b>	<b>\$1,900</b>	<b>\$5,475</b>

BUDGET:

Budgeted Amount:	\$	Account Name:
Amount Encumbered:	\$	Account #:
Amount Spent to Date:	\$	
Amount Requested:	\$	
Remaining Budget:	\$	

Budget Adjustment Necessary: No budget adjustment is necessary.

ADMINISTRATIVE RECOMMENDATION: Approval to issue the Professional Services Agreement to include up to four (4) additional one year renewal periods for the Senior Home Rehabilitation Inspection Services to Stephen L. Chalfant, the low bidder and current provider of these services.

REVIEWED BY:

DEPARTMENT HEAD:

*Marianne Pieper*

COUNTY ATTORNEY:

COUNTY MANAGER:

*[Signature]*

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

**RFB 2011-47: HOUSING REHABILITATION INSPECTION SERVICES FOR THE CHEROKEE COUNTY HOME/CDBG PROGRAMS**

Bid Opening Date/Time: THURSDAY, JANUARY 19, 2012 @ 1:00PM

Total Number of Bidders: 5

	<b>BIDDER A</b>	<b>BIDDER B</b>	<b>BIDDER C</b>	<b>BIDDER D</b>	<b>BIDDER E</b>
<b>BIDDER NAME</b>	<i>Spectrum Analytical</i>	<i>NOVA Eng &amp; Env</i>	<i>First Home, Inc.</i>	<i>GLE Facilities &amp; Env</i>	<i>Chase Management</i>
<b><u>BID REQUIREMENTS</u></b>					
1 ORIG/1 COPY	Yes	Yes	Yes	Yes	Yes
3 REFERENCES	Yes	Yes	Yes	Yes	Yes
E-VERIFY AFFIDAVIT	No	Yes	Yes	Yes	Yes
NON-COLLUSION AFFIDAVIT	Yes	Yes	Yes	Yes	Yes
PSA CERTIFICATION	Yes	Yes	Yes	Yes	Yes
WITHOUT EXCEPTIONS	Yes	Yes	Yes	Yes	Yes
WITH EXCEPTIONS					
ADDENUM ONE DATED 1/12/12	No	No	No	Yes	No

<b><u>BID PRICES (COST PER)</u></b>					
<b><u>HOUSING REHABILITATION</u></b>					
PRELIM REPORT	NO BID	\$2,760.00	\$300.00	NO BID	\$1,950.00
PROJ MANUAL w/ PRELIM REPORT	NO BID	\$7,060.00	\$600.00	NO BID	\$1,000.00
IN-PROGRESS INSPECTIONS	NO BID	\$1,500.00	\$250.00	NO BID	\$275.00
WARRANTY/MISC INSPECTIONS	NO BID	\$500.00	\$200.00	NO BID	\$350.00
<b>SUBTOTAL HOUSING REHAB</b>	<b>\$0.00</b>	<b>\$11,820.00</b>	<b>\$1,350.00</b>	<b>\$0.00</b>	<b>\$3,575.00</b>

<b><u>LEAD TESTING/RISK ASSESSMENT</u></b>					
LEAD INSPECTION AND REPORT	\$425.00	\$200.00	\$600.00	\$650.00	\$800.00
RISK ASSESSMENT REPORT	\$250.00	\$500.00	\$400.00	\$450.00	\$300.00
HAZARD CONTROL PLAN	\$50.00	\$1,000.00	\$200.00	\$250.00	\$200.00
LEAD CLEARANCE INSPECTION & REPORT	\$350.00	\$1,000.00	\$250.00	\$450.00	\$600.00
<b>SUBTOTAL LEAD TESTING/RISK ASSESSMENT</b>	<b>\$1,075.00</b>	<b>\$2,700.00</b>	<b>\$1,450.00</b>	<b>\$1,800.00</b>	<b>\$1,900.00</b>
<b>TOTAL BID \$</b>	<b>\$1,075.00</b>	<b>\$14,520.00</b>	<b>\$2,800.00</b>	<b>\$1,800.00</b>	<b>\$5,475.00</b>

BID OPENING ATTENDEES:

*KB Thompson*

*Marianne Pieper*

*Greg Dodgen*



Cherokee County, Georgia  
Agenda Request

SUBJECT: Lee Technology Services, Inc.

MEETING DATE: February 7, 2012

SUBMITTED BY: Chris Collett

COMMISSION ACTION REQUESTED:

Approval of service provided by Lee Technologies Services, Inc. for maintenance of the UPS (Uninterrupted Power Supply) equipment in the E 9-1-1 Center.

FACTS AND ISSUES:

Original adopted by the BOC on December 7, 2010 in the amount of \$7,000.00. Lee Technologies has added a 4% increase to the annual contract fee, an increase of \$280.00. Total contract amount for CY2012 is \$7,280.00. Contract for services provided per PSA.

BUDGET:

Budgeted Amount: \$7,280.00  
Amount Encumbered:  
Amount Spent to Date:  
Amount Requested: \$7,280.00  
Remaining Budget

Account Name: Technical  
Account #: 2800000-521300

Budget Adjustment Necessary: Yes  No  Note: If yes, please attach budget amendment form

Contract Approval Required: Yes  No

Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

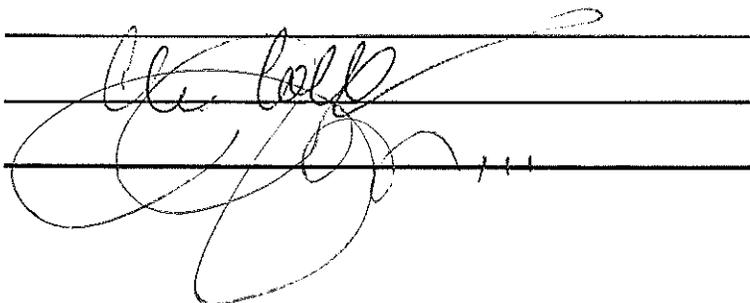
Approve agreement with Lee Technologies Services, Inc. in the amount of \$7,280.00.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



This is the Standard Professional Services Agreement of Cherokee County. Any consultant doing business with the County must enter into this Agreement.

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is effective as of this 3<sup>rd</sup> day of January, 2012, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and **LEE TECHNOLOGIES SERVICES, INC.** a VA Corporation, ("Consultant"), collectively referred to as the "Parties".

### **WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as UPS Maintenance (the "Work"); and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Consultant has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, the Consultant desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS**, the public interest will be served by this Agreement; and

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

### **I. SCOPE OF SERVICES AND TERMINATION DATE**

#### **A. Project Description**

The Work to be completed under this Agreement (the "Work") can generally be described as maintenance on the Uninterrupted Power Supply (UPS) Equipment at the E 9-1-1 Center.

#### **B. The Work**

The Work to be completed under this Agreement (the "Work") consists of:

UPS Modules – Advantage Ultra (fka Ultimate Coverage)

1. Includes One (1) major Preventive Maintenance visit on Model EPS3080 with S/N B02-10667 scheduled at the customer's convenience.
2. Includes One (1) minor Preventive Maintenance visit on Model EPS3080 with S/N B02-

- 10667 scheduled Monday through Friday, 8:00am - 5:00pm.
3. Includes Semi-Annual (2) Battery Maintenance on S/N J02-10996.
  4. Includes all materials and labor to keep the equipment in good operating condition (Excludes Battery and Capacitor replacement).
  5. Includes 30 minute (maximum) call back time.
  6. Includes Four (4) hour On-Site Emergency Response, Seven (7) days a week, Twenty-four (24) hours a day.
  7. Access to Factory Technical Support 24x7x365.
  8. Includes Call Management.
  9. Includes all emergency service and travel expenses.
  10. 50% surcharge applies to all Preventive Maintenance performed on APC observed holidays.

Lee Technologies National Operations Center

1. Coordinate all Preventive Maintenance visits between Customer and Vendor.
2. Follow up with Customer upon completion of each Preventive Maintenance visit.
3. Coordinate all follow up work between Customer and Vendor.
4. First point of contact for all emergency service calls.

**C. Schedule, Completion Date, and Term of Agreement**

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before December 31, 2012.

**II. WORK CHANGES**

**A.** The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Consultant and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms and the Consultant shall proceed with the changed work.

**B.** Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Consultant.

**C.** The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total

effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000 must be approved by resolution of the Cherokee County Board of Commissioners.

### III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the services performed and costs incurred by Consultant upon certification by the County that the services were actually performed and costs actually incurred in accordance with the Agreement. Compensation for services performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, times or locations required to complete such tests or inspections and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for services performed and reimbursement for costs incurred shall not, in any case, exceed **\$7,280.00** except as outlined in Section II(C) above. The compensation for services performed shall be based upon a flat fee.

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

### IV. COVENANTS OF CONSULTANT

#### A. Expertise of Consultant

Consultant accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement.

#### B. Budgetary Limitations

Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no

calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Consultant's profession and industry, Consultant will give written notice immediately to the County.

**C. County's Reliance on the Work**

The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's services performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's professional and industry standards or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

**D. Consultant's Reliance of Submissions by the County**

Consultant must have timely information and input from the County in order to perform the services required under this Agreement. Consultant is entitled to rely upon information provided by the County, but Consultant shall be required to provide immediate written notice to the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

**E. Consultant's Representative**

Martin Jordan shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

**F. Assignment of Agreement**

The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them and the County shall have no obligation to them.

**G. Responsibility of Consultant and Indemnification of County**

The Consultant covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents

from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

#### **H. Independent Contractor**

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

#### **I. Insurance**

##### **(1) Requirements:**

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 limit for claims arising out of professional services caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

- (i) The County, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be

excess of the Consultant's insurance and shall not contribute with it.

- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees, agents or volunteers.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer agrees to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- (ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.

(6) Verification of Coverage:

Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to

the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors:

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insured.

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement.

**J. Employment of Unauthorized Aliens Prohibited**

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "E" and "F" that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may order the Contractor to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security. The Contractor's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

Contractor agrees that the employee-number category designated below is applicable to the contractor.

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Contractor agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit attached as Exhibit "E."

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

**K. Records, Reports and Audits**

(1) Records:

- (a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such

audit findings have been resolved, whichever is later.

- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Consultant shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

**L. Conflicts of Interest**

Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics.

**M. Confidentiality**

Consultant acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Consultant agrees that confidential information it receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

**N. Compliance with Laws Regulating Illegal Aliens**

The United States Congress enacted the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, which required the former Immigration and Naturalization Service (now

the Department of Homeland Security) to establish a system for verifying the immigration status of non-citizen applicants for, and recipients of, certain types of federally funded benefits, and to make the system available to Federal, State, and local benefit-issuing agencies and institutions that administer such benefits.

The Consultant covenants and declares that it is enrolled in the Basic Employment Verification Pilot Program, and that it has verified the employment eligibility of all its employees utilizing such program. Consultant shall likewise require all subcontractors or sub-consultants to verify the employment eligibility of all their respective employees utilizing the Basic Employment Verification Pilot Program. Consultant shall provide documentation prior to commencing work under this Agreement, in a form acceptable to Cherokee County, affirming the Consultant's compliance with this Section.

**O. Licenses, Certifications and Permits**

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

**P. Key Personnel**

All of the individuals identified in Exhibit "B" are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team, as listed in Exhibit "B", without written approval of the County. Consultant recognizes that the composition of this team was instrumental in the County's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination. Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

**Q. Authority to Contract**

The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

**R. Ownership of Work**

All reports, designs, drawings, plans, specifications, schedules, work product and other

materials prepared or in the process of being prepared for the services to be performed by the Consultant ("materials") shall be the property of the County and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

## V. COVENANTS OF THE COUNTY

### A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment to the property and site of the proposed project in order for Consultant to complete the Work.

### B. County's Representative

Chris Collett, E 9-1-1 Director, shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

## VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure.

B. Upon termination, County shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.

C. Upon termination, the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the County.

D. The rights and remedies of the County and the Consultant provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VII. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

### **VIII. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

### **IX. SUCCESSORS AND ASSIGNS**

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

### **X. APPLICABLE LAW**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

### **XI. CAPTIONS AND SEVERABILITY**

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this Agreement shall remain in full force and effect to the extent possible.

### **XII. BUSINESS LICENSE**

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

### **XIII. NOTICES**

#### **A. Communications Relating to Daily Activities**

All communications relating to the day-to-day activities of the Work shall be exchanged between Chris Collett, E 9-1-1 Director, for the County and Martin Jordan for the Consultant.

**B. Official Notices**

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

County Manager  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, Georgia 30114

**NOTICE TO THE CONSULTANT** shall be sent to:

Lee Technologies Services, Inc.  
Martin Jordan  
12150 Monument Drive, Suite 150  
Fairfax, VA 22033

**XIV. WAIVER OF AGREEMENT**

The County's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**XV. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

**XVI. FORCE MAJEURE**

Neither the County nor Consultant shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable

control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONSULTANT; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

**IN WITNESS WHEREOF** the County and the Consultant have executed this Agreement effective as of the date the County Manager executes this Agreement on behalf of the County.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

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

**CONSULTANT:**

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

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
**Witness**

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

[NOTARY SEAL]

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

**CHEROKEE COUNTY**

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

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

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

**EXHIBIT "A"**

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit "1." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_

**EXHIBIT "B"**

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent Date  
(Subcontractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

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

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:  
\_\_\_\_\_



**AMENDMENT (NO. 1)**

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**to the  
CHEROKEE COUNTY, GEORGIA, (the "COUNTY")  
PARK USE AGREEMENT (the "AGREEMENT") WITH  
CHEROKEE COUNTY SOCCER ASSOCIATION, INC. ("CSA")**

The (Cherokee County Soccer Complex at Blalock Road) Park Use Agreement dated November 2, 2010 (the "Agreement") between Cherokee County (the "County") and Cherokee County Soccer Association, Inc. ("CSA") shall be amended and revised as set forth below, and agreed to by the responsible and authorized Parties by their respective signatures below.

Such modifications shall take precedence over the documents or information issued to date, and shall immediately become a part of the Agreement and change the referenced documents in the manner and the extent herein stated. Where any original item(s) called for in the Agreement is/are amended, voided, supplemented, or suspended hereby, the provisions of such item(s) not specifically amended, voided, supplemented, or suspended shall remain in full force and effect.

**THEREFORE**, the following item(s) shall be incorporated in the Agreement:

**ARTICLE XI: RESPONSIBILITY FOR COSTS, Paragraph 2, Page 6:** regarding CSA's responsibility to assume the costs for the initial and annual sprigging of all soccer fields is amended as described below:

1. Annual grassing and sprigging remains the full responsibility of the CSA.
2. All landscaping and all other grassing costs not specifically described below to be provided or performed by the County remain the full responsibility and sole obligation of the CSA, including but not limited to CSA installing or causing to have installed any and all field preparations and grassing (by any method) outside the limits of the solid sod being provided and installed by the County. Such additional field preparations, if any, that may be undertaken by CSA, by this Amendment, strictly and specifically excludes any grading or re-grading of any fields or any areas of the soccer complex.
3. The County assumes full responsibility for the following duties and costs with regards only to the initial, one-time preparations and grassing of the seventeen (17) soccer/athletic/multipurpose fields of the total Cherokee County Soccer Complex at Blalock Road:
  - a. Improvements to the existing detention ponds and the drainage structures to increase the volume of water for irrigation purposes.
  - b. Irrigation system (for the 17 soccer/athletic/multipurpose fields and the lower soccer playing/practice-only fields) and piping for all fields, including drilling of (not more than three) wells for purposes of replenishing the detention ponds.
  - c. Preparation of fields to receive solid sod shall include fine grading for preparation for solid sod only, at a total quantity of not to exceed 700,000 square feet of solid sod.
  - d. Initial Grassing of selected fields, as set forth in general below:
    - i. Tifway 419 Hybrid Bermuda sod will be installed at the seventeen (17) soccer/athletic/multipurpose fields of the total soccer complex, including the four (4) large fields on the upper level of the soccer complex, and the mid-size fields, and the smaller fields, at a total quantity not to exceed 700,000 square feet of field preparations and grassing by the solid sod method.
    - ii. No additional field preparation or site grading work will be performed at any remaining fields, or adjacent to any field, or at any other areas of the total soccer complex by the County.
    - iii. The lower soccer playing/practice-only fields recently constructed by the County, and the areas along the roadways disturbed by the recent underground utility

work by others under the County's control, will be (Common Bermuda) grassed through the hydro-seeding or hand-seeding method by Cherokee County, or its designated contractor or vendor.

- iv. No additional field preparation work or grassing (by any method) will be performed at any remaining fields or areas of the total soccer complex by the County.
- v. Therefore, all other areas that may require grassing, by any method, as may be determined by CSA, remains and is the full responsibility of CSA, at no additional cost or action by the County.

- e. Upon completion by the County, through its contractor(s) for all pond improvements, well drilling, irrigation system, and initial, one-time grassing (by any of the method described above by the County) the CSA shall immediately assume all responsibilities for watering of all grassed areas and shall become fully responsibility for maintaining that full stand of grass installed by the County through its contractors.

Except as expressly modified by this Paragraph 3, all maintenance, repair, and other obligations of CSA provided for in the Agreement shall remain in full force and effect.

- 4. All other grassing for all remaining fields is the sole responsibility of CSA; however, CSA is specifically prohibited from conducting or having conducted any additional or further grading at any location of the total soccer complex, for any reason or under any circumstances; without the express prior written permission and approval of the County.
- 5. In consideration of the County providing and performing the above additional services and actions to, initially, and one time only, prepare and grass (by solid sod) the soccer complex, CSA confirms its prior verbal commitments, and agrees by execution herein of this Amendment to the Park Use Agreement, to contribute and make the following payments to the County:
  - a. One Hundred Thousand and 00/100 Dollars (\$100,000.00) in two equal payments:
    - i. On or before September 1, 2011, the first Fifty Thousand and 00/100 Dollars (\$50,000.00) and
    - ii. On or before September 1, 2012, the second and final Fifty Thousand and 00/100 Dollars (\$50,000.00.)
  - b. It is further agreed and understood by CSA, that should either of the above payments not be made as herein described and required, including the dates for the payments, the entire Park Use Agreement between Cherokee County (the "County") and the Cherokee Soccer Association ("CSA") shall immediately become void, and the County shall have the right to immediately take whatever actions it deems appropriate and necessary to seek other operators or users of the Cherokee County Soccer Complex at Blalock Road, and shall have no further obligations to or with CSA. CSA agrees and understands that time is of the essence of this Agreement.

**ARTICLE IX: IMPROVEMENTS, Page 3:** regarding the provisions of this Paragraph, because the County has made certain provisions and assurances to the surrounding neighbors and neighborhoods immediately adjacent to and surrounding the soccer complex regarding field lighting, CSA is prohibited from installing or causing to have installed field lighting without the prior written permission and approval of the County. For the duration of this Agreement, only fields 1, 2, 3, 4 and 5, as designated by the County, will be considered by the County for the installation or use of field lighting.

No other permanent or temporary or trailer or trailer-mounted structures shall be constructed or installed by CSA without the prior written approval of the County. No other building structures or facilities or miscellaneous other site or building improvements are anticipated or expected to be constructed or installed by the County at the soccer complex.

Except as expressly modified herein, all other terms and conditions of the Agreement shall remain of full force and effect and are hereby ratified by CSA.

**IN WITNESS THEREOF**, the County and the CSA have caused the Park Use Agreement between the Parties to be Amended as set forth above by execution of their respective names by their duly authorized officers and have caused this **AMENDMENT (NO. 1)** to be dated as of the:

17<sup>th</sup> day of January, 2012.

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
L. B. Ahrens, Jr., Chairman

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Christy Black, County Clerk

\_\_\_\_\_  
Angelia Davis, County Attorney  
JARRARD & DAVIS, LLP

Approved by CSA Board, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**CHEROKEE COUNTY SOCCER ASSOCIATION, INC. (CSA)**

\_\_\_\_\_  
By: CSA Board President

ATTEST:

[AFFIX CORPORATE SEAL]

\_\_\_\_\_  
By: CSA Board Secretary/Treasurer

# Cherokee County, Georgia Agenda Request

Agenda No.

3.1

SUBJECT: Resolution Authorizing County Attorney  
To Proceed with Condemnation Proceedings  
East Bells Ferry Road Project

MEETING DATE: February 7, 2012

SUBMITTED BY: Geoffrey E. Morton

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### COMMISSION ACTION REQUESTED:

Consider a resolution authorizing the County Attorney to exercise the Cherokee County powers of eminent domain in the acquisition of certain interests in property situated on East Bells Ferry Road for public road purposes and other transportation purposes.

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### FACTS AND ISSUES:

The Cherokee County Engineering Department has completed plans for improvements to East Bells Ferry Road, the roadway that leads to the Cherokee Outdoor YMCA and Cherokee County's Lewis Park.

Improvements include installation of a right turn lane off of Bells Ferry Road into East Bells Ferry Road and improvements to the vertical alignment of East Bells Ferry Road just east of its intersection with Bells Ferry Road.

The improvements require right-of-way and construction easements from two (2) parcels, one being the Army Corps of Engineers, which has given the County permission to proceed. The other parcel is privately owned by Kyle Griswold. Griswold is represented by an attorney who we have tried reaching numerous times this past year. The attorney does not respond.

The construction easement area included in this condemnation request is 2,905.99 square feet; 0.067 acres.

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### BUDGET:

Budgeted Amount:	\$0.00	Account Name:
Amount Encumbered:	\$0.00	Account #:
Amount Spent to Date:	\$0.00	
Amount Requested:	\$0.00	
Remaining Budget	\$0.00	

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### ADMINISTRATIVE RECOMMENDATION:

Approve a resolution authorizing the County Attorney to exercise the Cherokee County powers of eminent domain in the acquisition of certain interests in property situated on East Bells Ferry Road for public road purposes and other transportation purposes.

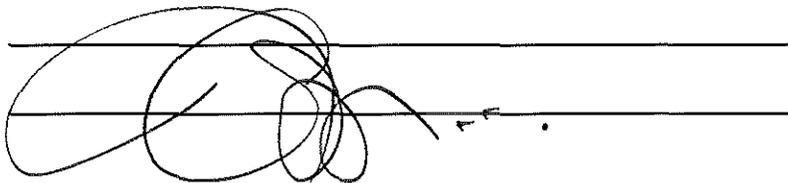
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### REVIEWED BY:

DEPARTMENT HEAD: \_\_\_\_\_

COUNTY ATTORNEY: \_\_\_\_\_

COUNTY MANAGER: \_\_\_\_\_



STATE OF GEORGIA

COUNTY OF CHEROKEE

RESOLUTION

A RESOLUTION AUTHORIZING ITS ATTORNEY TO EXERCISE THE CHEROKEE COUNTY POWERS OF EMINENT DOMAIN IN THE ACQUISITION OF CERTAIN INTERESTS IN PROPERTY SITUATE IN, CHEROKEE COUNTY, GEORGIA, FOR PUBLIC ROAD PURPOSES AND OTHER TRANSPORTATION PURPOSES

WHEREAS, pursuant to Article 9, Section 2, Paragraph 5 of the Georgia Constitution, counties may acquire in fee simple or in any lesser interest by eminent domain for public purposes; and,

WHEREAS, the governing authority of Cherokee County, Georgia, a political subdivision of the State of Georgia, has determined that the circumstances of this matter are such that there is a necessity for exercising its powers of eminent domain pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the acquisition of certain interests in property for public road purposes, and other transportation purposes,

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, Angela E. Davis, County Attorney, or her designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the Cherokee County Superior Court in order to condemn that certain property and interest therein more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference as though fully set forth at this point, all to the use of Cherokee County, said property now or formerly vested in, Robert R. Jackson, Robert Kyle Griswold, their successors and assigns, and potential interest holders Joseph Colbert, Jr., Arline Colbert, United States of America, their successors or assigns. It is further resolved that payment of just and adequate compensation therefor be made to the person or persons entitled to such payment.

ADOPTED by the Cherokee County Board of Commissioners, this \_\_\_\_ day of \_\_\_\_\_, 2012.

**CHEROKEE COUNTY BOARD OF COMMISSIONERS:**

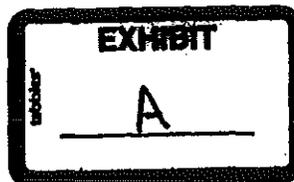
BY: \_\_\_\_\_  
L.B. (BUZZ) AHRENS, CHAIRMAN

ATTEST:

\_\_\_\_\_  
CHRISTY BLACK, COUNTY CLERK  
(SEAL)

Temporary Construction Easement

Beginning at the Common Corner of Land Lots 539, 540, 541, and 542, thence northerly along the easterly line of Land Lot 539, a distance of 501.30' to the intersection of the easterly line of Land Lot 539 and the easterly right-of-way of East Bells Ferry Road (said road having a 50' right-of-way), which is the TRUE POINT OF BEGINNING; thence continuing northerly along the easterly Land Lot Line of Land Lot 539, N 01°25'01" W a distance of 39.86' to the intersection of the easterly Land Lot Line of Land Lot 539 with a Temporary Construction Easement; thence continuing northwesterly along the Temporary Construction Easement, N 25°47'49" W a distance of 16.06'; thence N 19°18'20" W a distance of 49.84'; thence N 22°53'31" W a distance of 46.55'; thence N 14°10'33" W a distance of 12.09' to the intersection of the Temporary Construction Easement with the northern property line of the United States of America property; thence continuing westerly along the northern property line of the United States of America property, S 89°17'22" W a distance of 24.00' to the easterly right-of-way of East Bells Ferry Road; thence southeasterly along the existing easterly right-of-way of East Bells Ferry Road S 19°53'11" E a distance of 33.61'; thence S 23°55'10" E a distance of 29.60'; thence S 24°47'35" E a distance of 33.49'; thence S 25°25'13" E a distance of 46.27'; thence S 26°10'21" E a distance of 27.62' to a point on the easterly Land Lot Line of Land Lot 539; which is the point of beginning, having an area of 2,905.99 square feet (0.067 acres).





**IN THE SUPERIOR COURT OF CHEROKEE COUNTY  
STATE OF GEORGIA**

<b>CHEROKEE COUNTY, GEORGIA,</b>	)	
	)	
<b>Condemnor,</b>	)	<b>CIVIL ACTION FILE</b>
	)	
<b>v.</b>	)	<b>NO. _____</b>
	)	
	)	
<b>0.067 ACRES OF TEMPORARY</b>	)	
<b>CONSTRUCTION EASEMENT, ROBERT</b>	)	
<b>R. JACKSON, ROBERT K. GRISWOLD,</b>	)	
<b>JOSEPH COLBERT, JR., ARLINE</b>	)	
<b>COLBERT, UNITED STATES OF</b>	)	
<b>AMERICA,</b>	)	
	)	
<b>Condemnees.</b>	)	

**ORDER OF THE CHEROKEE COUNTY BOARD OF COMMISSIONERS TO  
CONDEMN PROPERTY FOR PURPOSES OF CONSTRUCTING AND  
IMPROVING A PUBLIC ROAD**

WHEREAS, the Board of Commissioners of Cherokee County has laid out and determined to acquire property for public road purposes and other transportation purposes at 21<sup>st</sup> District, 2<sup>nd</sup> Section, LL 539, Portion of Tax Parcel 15N03 003 being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking filed in this case.

WHEREAS, the tracts of property and other rights as herein described and as listed below shown of record as owned by the person named herein, all as described and shown in Appendix B to the Declaration of Taking incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Temporary Construction Easement: 0.067 acres for 18 months.

Owners: Robert R. Jackson  
2045 Spicers Lane  
Woodstock, GA 30189

Robert K. Griswold  
2049 Spicers Lane  
Woodstock, GA 30189

Other Potential Interest  
Holders: Joseph and Arline Colbert  
804 Beavers Road  
Canton, Georgia 30115-6112

United States of America  
c/o IRS Advisory Group  
401 West Peachtree Street, NW  
Atlanta 30308

**NOW THEREFORE**, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Board of Commissioners of Cherokee County that the circumstances are such that it is necessary that the property as described in Appendix B to the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq.* for public road purposes or other transportation purposes.

**IT IS ORDERED** that Cherokee County proceed to acquire the title, estate or interest in the lands hereinafter described in Appendix B to the Declaration of Taking by condemnation under the provisions of said Code, and County Attorney Angela E. Davis or her designees are authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

**SO ORDERED** by the Cherokee County Board of Commissioners, this \_\_\_\_\_  
day of \_\_\_\_\_, 2012

\_\_\_\_\_  
**L. B. (Buzz) Ahrens, Chairman**

Attest

\_\_\_\_\_  
**Christy Black**  
Clerk to the Board of Commissioners  
Cherokee County, Georgia

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher J. Hamilton  
Georgia Bar No. 320853

**JARRARD & DAVIS, LLP**  
105 Pilgrim Village Drive, Suite 200  
Cumming, Georgia 30040

Attorneys for Cherokee County, Georgia

**EXHIBIT "A"**

**IN THE SUPERIOR COURT OF CHEROKEE COUNTY  
STATE OF GEORGIA**

<b>CHEROKEE COUNTY, GEORGIA,</b>	)	
	)	
<b>Condemnor,</b>	)	<b>CIVIL ACTION FILE</b>
	)	
<b>v.</b>	)	<b>NO. _____</b>
	)	
	)	
<b>0.067 ACRES OF TEMPORARY</b>	)	
<b>CONSTRUCTION EASEMENT, ROBERT</b>	)	
<b>R. JACKSON, ROBERT K. GRISWOLD,</b>	)	
<b>JOSEPH COLBERT, JR., ARLINE</b>	)	
<b>COLBERT, UNITED STATES OF</b>	)	
<b>AMERICA,</b>	)	
	)	
<b>Condemnees.</b>	)	

**DECLARATION OF TAKING**

WHEREAS, Cherokee County, Georgia, has made and passed a Resolution and issued its Order finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands that are fully described in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit "A," and made a part hereof, along with the Order of the Cherokee County Board of Commissioners under O.C.G.A. § 32-3-1 *et seq.*

WHEREAS, said interests in property and easements are for public purposes upon, across, and over the tract of land in said county, as fully described in the attachment hereto identified as Appendix B to Exhibit "A," and made a part hereof; and

**WHEREAS**, Cherokee County, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the property interest(s), above-referred to, a copy of the appraiser's sworn statement being attached hereto identified as Appendix C to Exhibit "A" and made a part hereof; and

**WHEREAS**, in consequence of the sworn statement, Appendix C to Exhibit "A", Cherokee County, Georgia estimates \$1300.00 as just and adequate compensation to be paid for said acquisition, as fully described in Appendix B to Exhibit "A" which is attached hereto and made a part hereof and now deposits said sum in the Court to the use of the persons entitled thereto.

**NOW, THEREFORE**, the premises considered, Cherokee County, Georgia, under authority of the Official Code of Georgia Annotated § 32-3-1 *et seq.* hereby declares that the property or interest as described in Appendix B to Exhibit "A" which is attached hereto and made a part hereof of this Declaration is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and installing infrastructure for a public road or other transportation purposes.

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**L. B. (Buzz) Ahrens, Chairman**  
Cherokee County Board of Commissioners

ATTEST:

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**Christy Black**  
Clerk to the Board of Commissioners  
Cherokee County, Georgia

**APPROVED AS TO FORM:**

---

Christopher J. Hamilton  
Georgia Bar No. 320853

**JARRARD & DAVIS, LLP**  
105 Pilgrim Village Drive, Suite 200  
Cumming, Georgia 30040

Attorneys for Cherokee County, Georgia