

**CHEROKEE COUNTY  
BOARD OF COMMISSIONERS**

**Work Session**

**January 22, 2013**

**3:00 p.m.**

**Cherokee Hall**

**AGENDA**

1. Discussion on Regular Agenda Items.

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Executive Session to Follow

# AGENDA

## Cherokee County Board of Commissioners

January 22, 2013

Regular Meeting

CHEROKEE HALL 6:00 PM

### INVOCATION

### 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"*

### CALL TO ORDER

CHAIRMAN AHRENS

### RATIFY CLOSURE OF EXECUTIVE SESSION

(As distributed by the County Manager.)

### AMENDMENTS TO AGENDA

1. Under Consent Agenda: Add item 1.4: Approval of budget amendment for Indigent Defense/State Court.

### ANNOUNCEMENTS

1. Guns & Hoses 5K, Saturday, February 16 at Hobgood Park. Registration information is available on the table out front or at crpa.net.

### APPROVAL OF EXECUTIVE SESSION MINUTES FROM JANUARY 8, 2013.

As distributed by the County Manager.

### APPROVAL OF WORK SESSION MINUTES FROM JANUARY 8, 2013.

**APPROVAL OF REGULAR MEETING MINUTES FROM JANUARY 8, 2013.**

**PUBLIC HEARING**

The Board of Commissioners will hold a Public Hearing on January 22, 2013 at 6:00 p.m. at 1130 Bluffs Parkway, Canton, GA 30114 to hear a request for modification of a zoning condition, specifically condition 2 on rezone case number 00-12-030, Richard and Lori Pope for property located in Arbor Green Subdivision.

**PUBLIC COMMENT**

**ZONING CASES**

CASE NUMBER	: 12-12-009
APPLICANT	: <b>Trevor Barnett</b>
ZONING CHANGE	: R-40 to GC
LOCATION	: Hickory Flat Highway
MAP & PARCEL NUMBER	: 02N04 - 253
ACRES	: 1.89
PROPOSED DEVELOPMENT	: Commercial Uses
COMMISSION DISTRICT	: 2
FUTURE DEVELOPMENT MAP	: Transitional Corridor over Country Estates
PLANNING COMMISSION RECOMMENDATION	: <b>Denial</b>

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**COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

- A. Vacancy on Region One DBHDD (Department of Behavioral Health, Development Disabilities) Planning Committee. Information is available on the table out front.

- B. Debrief Board of Commissioners Retreat on January 17/18, 2013 at Commissioner Harry Johnston's Lake Lanier Home.

**COMMISSION DISTRICT 1**

**HARRY B. JOHNSTON**

**COMMISSION DISTRICT 2**

**RAYMOND GUNNIN**

- A. Appointments to various Boards and Committees.

**COMMISSION DISTRICT 3**

**BRIAN POOLE**

- A. Appointments to various Boards and Committees.

**VICE CHAIR/COMMISSION DISTRICT 4**

**JASON NELMS**

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**CONSENT AGENDA**

- 1.1 Consider approval to accept Georgia Office of Homeland Security Grant and budget amendment in the amount of \$90,578.00 to increase revenues and expenditures for FY2013 the Multiple Grant Fund (Fund 250). There is no match required for this grant.
- 1.2 Consider approval to accept a contribution from Georgia Trauma Care Network Commission for an amount up to \$7,620.15 for the purchase of trauma related equipment and budget amendment to increase Fund 580 (EMS Contributions) revenues and expenditures in same amount.

- 1.3 Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Three Branches Subdivision.
  - 1.4 AMENDED: Consider approval of budget amendment reducing Indigent Defense Budget by \$40,000.00 and increasing State Court Budget by \$40,000.00 to allow the creation of a secretary for the third State Court Judge.
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### **COUNTY MANAGER**

- 2.1 Consider approval to purchase twelve (12) new vehicles for the Cherokee Sheriff's Office from low bidders Cherokee Dodge and Hardy Chevrolet for a total amount of **\$403,161.00**. Cherokee Dodge was the low bidder of the Dodge Charger at \$32,317.00. Hardy Chevrolet (state contract holder) was the low bidder of the Chevrolet Tahoe at \$35,412.00.
  - 2.2 Consider approval of Memorandum of Understanding with the State of Georgia for reimbursement of costs incurred in an amount not to exceed \$700,000.00 for construction of certain law enforcement training center facilities.
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### **COUNTY ATTORNEY**

- 3.1 Consider approval of settlement agreement with Cornerstone Construction related to the Patton mold litigation.

### **ADJOURN**

# GUNS & HOSES



5K RUN/WALK

**FEBRUARY 16, 2013  
AT HOBGOOD PARK**



**Together with the Cherokee County Fire Department (Hoses) and the County Sheriff's Department (Guns), Cherokee Recreation and Parks Agency will be hosting its Seventh Annual 5K Run/Walk and Fun Run. The purpose of the run is to raise money for charity causes selected by both groups. This year the money will go to the CASA Association (Court Appointed Special Advocate). When registering, you will pick the team that you want to represent, and \$5 of your fee will go towards their chosen charity. Moisture-Wicking shirts in white/red for the Hoses and white/navy for the Guns will be made available in your race packet for all 5K participants only (shirt size selections will be guaranteed for those that register by February 1st ONLY).**

**All 1 mile Fun Run participants will earn a commemorative medal. For the 5K race, awards will be given in both male and female divisions and in a variety of age groups as well. Registration begins on December 3rd. You can register online or print off the registration form and mail it in with your payment to Kate Borden: 7545 Main St, Bldg. 200, Woodstock, 30188. You may also register in person at the Recreation Center. Make checks payable to CCBOC. The cost will be \$25 for advance registration (before February 1st) and \$30 for late registration or race day registration.**

**You can visit our the event website at <http://gunshoses5kandfunrun.blogspot.com/>. For questions contact Kate Borden at (770) 924-7768 or through email at [kborden@cherokeega.com](mailto:kborden@cherokeega.com).**

# GUNS AND HOSES 5K

Saturday, February 16, 2013, 8 a.m. (check in 7 a.m.)

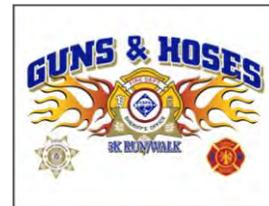
Hobgood Park, Woodstock

## REGISTRATION FORM FOR 5K RUN

\$25 PRE-REGISTRATION (THROUGH FEB 1<sup>ST</sup>) / \$30 RACE DAY

## 1 MILE FUN RUN

\$10 PRE-REGISTRATION (THROUGH FEB 1<sup>ST</sup>) / \$15 RACE DAY



Together with the Cherokee County Fire Department (Hoses) and the County Sheriff's Department (Guns), Cherokee Recreation and Parks Agency will be hosting its sixth annual 5K Run/Walk and Fun Run. The purpose of this run is to raise money for charity causes selected by both groups. Both groups have decided to give to CASA this year. When registering, you will pick the team that you want to represent on race day and \$5 of your fee will go towards this charity. The team that has the most registrants will win a trophy. Moisture-Wicking shirts in white/red for the Hoses and navy/white for the Guns will be made available in your race packet for all 5K participants only. (Shirt size selections will be guaranteed for those that register by February 1<sup>st</sup> ONLY). All 1 mile Fun Run participants will earn a commemorative medal. For the 5K race, awards will be given in both male and female divisions and in a variety of age groups as well. For questions contact Kate Borden at (770) 924-7768 or kborden@cherokeega.com.

PARTICIPANT'S NAME: \_\_\_\_\_  
BIRTH DATE: \_\_\_/\_\_\_/\_\_\_ AGE \_\_\_\_\_ GENDER \_\_\_\_\_ T-SHIRT SIZE (5K ONLY) \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
HOME PHONE: (\_\_\_\_\_) \_\_\_\_\_ E-MAIL ADDRESS(REQUIRED): \_\_\_\_\_

PLEASE CHECK WHICH TEAM YOU ARE RUNNING FOR AND WHICH RACE:  
(\$5 OF YOUR REGISTRATION WILL GO TO CASA)

\_\_\_\_\_ 5K \_\_\_\_\_ 1 MILE FUN RUN \_\_\_\_\_ GUNS \_\_\_\_\_ HOSES

### WAIVER OF LIABILITY (MUST BE SIGNED):

I AGREE TO HOLD HARMLESS AND DEFEND CHEROKEE RECREATION AND PARKS AGENCY (CRPA) AGAINST ANY AND ALL CLAIMS FOR DAMAGES, COMPENSATION, OR OTHERWISE ON THE PART OF ME, MY CHILD(REN) OR ANY OTHER PARTY WHILE PARTICIPATING IN THIS PROGRAM, AND TO REIMBURSE OR MAKE GOOD ANY LOSS OR DAMAGE OR COSTS THAT CRPA MAY HAVE TO PAY IF LITIGATION ARISES FROM INJURY TO ME, MY CHILD(REN) OR ANY OTHER PARTY, AND I HEREBY WAIVE ANY AND ALL RIGHTS OF EXEMPTION, BOTH AS TO REAL OR PERSONAL PROPERTY, TO WHICH I MAY BE ENTITLED UNDER THE LAWS OF THIS OR ANY OTHER STATE AS AGAINST CLAIMS FOR REIMBURSEMENT OR INDEMNITY BY CRPA.

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

**\*MAKE CHECKS PAYABLE TO CCBOC.**

### DROP OFF AT OR MAIL TO:

KATE BORDEN  
CHEROKEE RECREATION & PARKS AGENCY  
7545 MAIN ST., BLDG. 200  
WOODSTOCK, GA. 30188

\*\*REGISTRATION ALSO AVAILABLE ONLINE AT [HTTP://WWW.CRPA.NET](http://www.crpa.net) (PROCESSING FEES DO APPLY)

### OFFICE USE ONLY

AMT PAID: \_\_\_\_\_ CHECK \_\_\_\_\_ CASH \_\_\_\_\_

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

**Work Session**

**January 8, 2013**

**3:00 p.m.**

**Cherokee Hall**

**MINUTES**

The Chairman began at 3:06 p.m. with all Commissioners were present. He welcomed everyone and wished them a Happy New Year. He also welcomed Commissioner Gunnin and Commissioner Poole as new members of the Board of Commissioners. The Chairman spoke of a message he sends out, usually at the end or beginning of the year. He stated he wanted to focus on positivity going forward rather than negative this year and building a more competitive advantage. He said it's an opportunity for every department to distinguish themselves with a more competitive advantage.

The Chairman mentioned the Board will address the proposed resolution in response to the Grand Jury presentments with Ms. Davis' help and then look at the Woodstock annexation. Upon approval, findings will be presented to the Grand Jury Monday, January 14<sup>th</sup>.

**1. Preliminary FY2012 Financial Results presented by Janelle Funk.**

Ms. Funk went over the pre-audited financial results for 2012. She mentioned the auditors just came on site this week. Ms. Funk is confident the numbers she presented are materially accurate, but some changes may be necessary pending the auditors' review. Ms. Funk began with the upsides to 2012. We did complete the fiscal year-end change. This will not change the financial results. The purpose for the change in fiscal year is for better transparency. It gives better matching of incoming revenues with outgoing spending, a true "cash basis." Change in revenue recognition for property taxes impacts year of conversion. Commissioner Johnston interjected that a lot of local county and city governments borrow against their future receipts, but Cherokee County

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does not. The County achieved total budget for new inflows of \$93.6M versus \$93.2M. Drivers that helped the inflows are SPLOST and other tax collections. Another upside is all agencies and funds complied with the headcount budgets. Cherokee County still has the lowest number of employees per capita in the ARC. The County is \$17.2M under expenditure budget. Capital funds are \$13.8M under budget primarily due to delays in SPLOST capital project construction. Operating funds are \$3.3M under budget. Twenty out of 25 funds were under budget primarily driven by the General Fund, Fire Fund, and CDBG. Commissioner Johnston commented that this is in contrast to the revenue recognition policy change that caused our revenues to appear just for accounting report purposes to be under budget. This is a true savings compared to the budget and actually improves cash reserves. Ms. Funk continued by reviewing examples of the five smaller revenue funds that were just slightly over budget and all for reasonable purposes.

Another highlight was the General Fund avoided negative cash, even on a combined basis. Change in revenue recognition lowered reported revenue, but did not impact cash receipts; therefore cash balance was not impacted. The lowest cash point was \$1.9M in September. It is positive, although Cherokee County's financial policy requires cash low point of about \$6M or 10% of the General Fund Expenditures. Commissioner Johnston commented the county has intentionally lowered its cash balance over the last few years during the economic downturn and that's a lot of why we have a reserve. We've used it and need to find a way to rebuild it. Out of 30 funds, 28 improved fund balance as compared to budget. Fifteen funds generated revenue better than budget. For funds with lower than budgeted revenue, expenses were managed below budget so fund balance was not impacted. For the 13 operating funds that planned to use reserves, all used less than budgeted. The Insurance and Benefits Fund's unreserved fund balance improved \$1.5M, which is within the recommended range. The Unincorporated County Services Fund was able to improve their reserve by \$745,000 due to additional revenues and lower expenditures.

Ms. Funk moved into the downsides of FY2012 results. For the RRDA Fund, the County was required to make more interest payments than originally planned. Ball Ground Recycling was budgeted to re-assume bond interest payments in July 2012. They did not so the county is making the payments to preserve the County's credit rating and to fulfill that obligation. The County is currently searching for a new operator for the facility. The EMS Fund billings are higher, receipts are down, and cash balance is negative. Commissioner Johnston interjected on the subject of negative cash. All the cash is in one place but is kept up by the Finance Department for each fund. So at any given time, the General Fund could be covering another fund that may have a negative.

Ms. Funk explained more on the operating funds which were significantly below their expenditure budgets. The General Fund was \$1M under budget. Reasons for this was personnel costs were \$500,000 under budget, in other words, the General Fund spent

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98% of the personnel budget. Workers' Comp was \$150,000 under budget. Operating costs are \$300,000 under budget; primarily from the Sheriff's Office. The Fire Fund was \$1.1M under budget. Personnel costs attributed to the variance, as well as strict management of other operating costs. If spending could be delayed, the Fire Department delayed it. However, maintenance and repair costs cannot be avoided indefinitely. Ms. Funk credited the management of each department for pushing to keep spending down and below budget.

Ms. Funk deferred to the Chairman on whether to proceed with the usual monthly review. The Chairman stated in the case of Ms. Davis' time available, to review in the next work session. Commissioner Nelms agreed and commented on the integrity of the leadership in the County working together to improve budget results.

The Chairman stated they would be working backward a little to allow Ms. Davis time to go over her portion.

## **2. Discussion on Regular Agenda Items.**

Ms. Davis went over the **County Attorney** portion:

Ms. Davis recapped the annexation proposed by the City of Woodstock. The property is at 12730 Highway 92. The applicant is seeking a zoning with setback and parking variances to accommodate 150 units for a senior assisted living facility. The future land use map shows it as a suburban neighborhood. Ms. Davis recalled concerns from the previous meeting and the directive from the Board to work with the city to be sure the development will proceed as intended. Ms. Davis stated she, as well as Jeff Watkins, has communicated with the City, particularly Brian Stockton. An email received stated that the applicable zoning for this type of development is SL-C. This means the zoning is limited to senior living, 55 and older and any commercial that's limited in scope to support that. If there was any attempt to do anything else, there would have to be another rezoning to the City's multi-family use or general commercial development. Ms. Davis stated if the Board finds no grounds for objection, then there would be no need for action in the regular meeting; and we can state the Board is comfortable with this development and memorialize that for the record. In doing so, that will let the City know that it is important to us and we can share that with them, if we're so inclined. Commissioner Johnston asked do we know that this is a true assisted living facility as opposed to apartments marketed toward older people. Mr. Watkins stated that as presented to the County, our zoning will not support the 150 units under the overlay district. If they wanted to take advantage of that, they would have to rezone it. Mr. Watkins suggested to the City that they change it to an OI category which includes institutions, which assisted living would be included. In answer, it will be an assisted living with a memory care unit attached or a part of the facility. There will be a central kitchen, but some units may have kitchenettes. Commissioner Nelms asked which

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category is more restrictive, OI versus SL-C. Mr. Watkins replied they are both roughly the same; it's just a different way of getting there. OI is more of a commercial setting; the SL-C is more residential. Commissioner Nelms asked about the Heritage Springs development. Mr. Watkins stated it is not an assisted living facility but a multi-family apartment facility. Ms. Davis interjected that anytime a property is annexed, the waiting period is a year and after a year, it could be rezoned to anything. Under the City rules, the applicant has an 18-month time period in which the site design must be submitted for approval or else the zoning would revert back. In this case, everything seems safe to move forward.

Chairman Ahrens went over items under the **Chairman's** portion:

F. Review a draft reply to Grand Jury recommendations per letter dated December 2012.

The Chairman first called attention to item regarding a draft reply to the Grand Jury. He asked for Ms. Davis' advice on how to approach it. Ms. Davis suggested she could indicate the subject matter and the finding in a general response and then discuss or could choose key points to discuss. The Chairman mentioned to the new Commissioners they may wish to abstain from a vote on this matter, but it would be their choice.

Ms. Davis indicated the Grand Jury presentments were issued on December 18<sup>th</sup>, which fell on the date of the last Board meeting. As with the last presentments, it was the Boards stated desire to address very specifically point by point the findings of the Grand Jury and their recommendations. There was a special committee set up to investigate the continued review of the Cherokee County Resource Recovery Development Authority bond issue particularly in light of the bankruptcy issue with BGR. The committee specified who was interviewed by the committee through this investigation as the Commission Chair; Commissioners Johnston and Nelms; former Commissioners Bosch and Hubbard; County Manager, Jerry Cooper; former County Attorney, Mark Mahler; a private citizen, Steve Marcinko; and Mr. Larry Lusk, a former member of the Development Authority of Cherokee County and who also had connection with the sale of property on the front end of the deal. They noted individuals who would have information but have not been interviewed: Brother Jimmy and David Bobo; former Chairman, Mike Byrd as well as former Commissioner Derek Good and former Chief Financial Officer, Amy Davis.

Ms. Davis went over a variety of findings. The first is the Grand Jury found no evidence of any other RRDA Board in the state of Georgia to do a similar transaction. Our response to that is the legality of the transaction has been proven several times and Ms. Davis cited the statutes. It is a legal transaction that has been contemplated and authorized by statutory law and by the courts through judicial interpretation. Ms. Davis found several government organizations both inside and outside of Georgia who have

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initiated the help of the public on similar issues. The next finding indicated that the circumstances surrounding the original discussion between the Board of Commissioners and Mr. Bobo were murky and virtually undocumented as to the formation of the RRDA and the establishment of the new recycling facility. Response is that they didn't talk to the people involved on the front-end of the deal, including former Chairman, former Commissioner, and the Bobo Brothers. Additionally, we indicate that we take issue to the extent that the formation of the RRDA and the establishment of this transaction was very documented. All legal requirements for formation were followed according to the Georgia statutes. The bond issuance was done in the public eye with multiple public meetings which were noticed and advertised. There were public hearings and Board meetings where public was invited to speak, as well as the validation proceeding that culminated in the validation of the bonds before the Superior Court. The next finding, a series related to acreage purchased and purchase prices and how interest was provided and paid for at closing. Our response, simply stated, those are the very issues that are the heart of the litigation against the Bobo entities and against the architects. Ms. Davis recommended, because of some of what would be speculative of these issues at this point, our comment is best left to be in generally indicating that those are the very issues that we are interested in and concerned about and that we are pursuing based on our litigation and the audit. The Grand Jury next makes a finding there's language in the documents that provides that Mr. Bobo and BGR are the true and lawful agent in the County for the arrangement. Ms. Davis stated it is indeed in the bond documentations as drafted by bond council. This shows further this is not a County project. It was a separate distinct project run by private party. The County's role as emphasized by this agency's statement in the bond documents was to guarantee the bonds; which was intended to result in a desired economic opportunity with the County; only ultimately, taking over ownership of the assets in the truest sense should there be a default by the company. We state again that while the wisdom of the arrangement can be questioned, this Board from the start has been forthcoming stating that in hindsight and due to the economic downturn, it would not have been a wise transaction and the Board would have never entered into such an arrangement, and indeed is lobbying legislators to change the laws so that it is not available for others to fall into the same mistake the prior Board has made. Ms. Davis moved on to the next finding, the Grand Jury notes that there's language in the bond documents between the RRDA and BGR that prohibited BGR from making a profit. It goes on to discuss the County Manager's role in approving disbursement of funds for the BGR facility. It also discusses the process by which the County Manager relied on the design of the architect's certifications. Our response is wisdom being questioned in the course of the way the bond transactions were contemplated and conceived and set up consistent with the law, this was a private project. The architect was retained and designated in the bond documents as having duties and obligations on behalf of the RRDA to work on our behalf with the architect. Each time a certification was provided and a draw as requested. The next finding is the Grand Jury notes resource materials available by ACCG and finds that the County did not follow certain procurement procedures under state law. Ms. Davis stated that since this

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was not a County project, the procurement laws did not apply. The County does routinely follow the procedures for procurement. Response also indicated the County would not proceed in a project with a private company in the future. The next finding is the assets of the RRDA were not carried on the Cherokee County ledger books from 2007 until present and those were not subject to audit. Ms. Davis read from a letter from Mauldin and Jenkins which states the County's actions were appropriate and were consistent with governmental accounting procedures. Now that the contract has been terminated and a default has occurred, these assets are now the County's so they will now be reported on the ledger books, they will be audited and subject to the upcoming audit by Mauldin and Jenkins. The final finding states that the Grand Jury found that in 2009, the Cherokee Office of Economic Development purchased from Mr. Bobo a 53-acre site on Highway 92 and James Dupree Road for approximately \$5M. Our response is that the referenced acquisition was by a different entity. It's not directly related to the RRDA transaction.

Ms. Davis proceeded to the recommendations. The first is that the Board of Commissioners to not limit the cost of the forensic audit. The second recommendation is that the Board of Commissioners pay the cost to publish the full and complete reports of the audit and the County legal organ and also in the Cherokee Ledger News as soon as the results are published and presented. The response is that with the technology available, it can be posted on the County's Transparency page as the documents could be an abundance of pages and would not be feasible to publish in the local newspapers. A hard copy would also be available for review to anyone interested. In an aside, the Grand Jury also recommended the County's legal organ be changed to include both the Cherokee Tribune and Cherokee Ledger News. The Board's response is that it is not their decision by statutory law. It is a decision made by the Sheriff, the Clerk of Court, and the Probate Judge. The third recommendation that any investigation conducted pursuant to the aforementioned forensic audit be pressed to the fullest extent. We believe we obtained a professional auditor recommended by the D.A. and the special committee and have every reason it will be pressed to the fullest extent as that is our intent as well. The fourth recommendation is that we continue our civil suit. Again, we have intention to do that. It is pending and continuing. Ms. Davis gave an update on that proceeding. The fifth recommendation is the BOC and RRDA continue the previous recommendations from the May 2012 Grand Jury to add equal numbers of non-elected citizen members to the RRDA who are not County employees. Ms. Davis stated we have made progress towards that and our response is that we are proceeding as we agreed to. Recommendation six is that the County administration includes the complete assets of RRDA on the County books and subjects the assets to complete and routine audits. Recommendation seven is that the January 2013 Grand Jury continue the investigation and fact finding into this matter. We will fully support any requests of the Board. The eighth recommendation is that the new Grand Jury investigates the circumstances surrounding the Cherokee Office of Economic Development's purchase of 53 acres at Highway 92 and James Dupree Road from Mr. Bobo. We welcome and fully support the

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Grand Jury's review of that transaction. Recommendation nine, the recommendations by Grand Jury in May 2012 not yet accomplished be continued. We have accomplished many and continue our commitment to complete the recommendations as we indicated we would do. The tenth recommendation is that BOC employees be held accountable and are disciplined for their actions. The Board has trouble agreeing with this because of the concept that the transaction was carried out as it was conceived and contemplated. While that can be criticized, we believe the reliance on the architect's certification was exactly how the transaction was set up. The Grand Jury does not indicate specific facts or circumstances or individuals that it would point to for disciplinary action. Recommendation eleven is that the citizens of Cherokee County be diligent in their oversight of their elected officials. We embrace and give every opportunity for that with public comment in the meetings and open communications through the Transparency page. The twelfth recommendation is that before any new real estate is purchased by any entity of Cherokee County government, that an appraisal by a licensed appraiser, independent of the purchaser or seller, be performed to assure Cherokee County is paying a market price. That recommendation is followed by the County as a matter of standard procedure in all acquisitions. The thirteenth recommendation is all new capital assets purchased by Cherokee County be immediately added to County ledger books. Ms. Davis reiterated that is already being followed as a standard operating procedure. The last recommendation is we do research to ensure all capital assets are presently carried on the County ledger books. We have auditors to ensure those types of things are properly recorded and carried on the County ledger.

The Chairman asked what would be a practical way to handle this in the regular meeting. Ms. Davis advised publishing for dissemination and welcome questions and comments by the public. The Chairman asked the Board for questions or comments. Commissioner Johnston commented that the Grand Jury mentioned the Highway 92 property and asked Ms. Funk if that transaction would be on the County ledger books if it was purchased by the Development Authority. Ms. Funk confirmed it would be on the Development Authority books, not the County's.

E. Consider resolution from Mountain Conservative Trust.

The Chairman mentioned the resolution for the Etowah River Water Trail. He called Mr. Reynolds to the podium to discuss. Mr. Reynolds confirmed the attorney who drafted the resolution. He stated the key piece is the public right of passage easement. Mr. Reynolds referred to other communities in Georgia that have recently passed similar resolutions. He stated a key portion of the resolution is the time of more than 20 years of use by the public grants them the right of passage. Ms. Davis stated that the only thing she would question is if there is an abandonment procedure. She added that one concept, if any reluctance, would be to approve it contingent upon no legal impediments to our acceptance.

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The Chairman mentioned the public hearing. Ms. Stallings came forward to give an overview of the public hearing. She stated it is a case where under the Bells Ferry overlay district you can utilize the traditional neighborhood development provision on individual lots. This lot has been classified as neighborhood edge. Under the TND ordinance, there are limited uses. An individual would have to go before the Board to request the specific use of a restaurant. The requestor is looking to use the existing house on the lot but is limited to lot size. The Chairman asked if there was a specific statement. Ms. Stallings responded there was a draft resolution included in the agenda packet.

B. Request to rename County road entrance to Georgia National Cemetery.

The Chairman referred to a letter stating the property for the cemetery was donated by the late Scott Hudgens, with a request to rename a portion of the road to Scott Hudgens Drive.

C. Accept the resignations of three current members of the Resource Recovery Development Authority and assign three citizens to the Board with immediate effect.

Commissioner Johnston stated he would be willing to step down if that's what it took to make room. He would also like to hear from the new Commissioners and include them in the process. He indicated they would most likely have joint meetings. The Chairman recommended keeping himself and a Commissioner on the Board. He also stated they made the commitment in the fall to appoint three citizen members to the Board by the first meeting in January and to fill other citizen positions by July 1 and that can be done at any time.

A. Reminder of retreat dates and change of venue.

The Chairman stated the retreat would no longer be held at Barnsley Gardens, but in a different location, the Lake Lanier Home of Commissioner Johnston.

The Chairman stated the new Commissioners would make appointments in the regular meeting. Commissioner Gunnin stated he had only two appointments ready. Commissioner Johnston commented that for the purposes specifically for the evening's public hearing, they would appoint the former members to the Planning Commission to continue through the hearing and appoint the new members at the next meeting. Ms. Stallings said she reviewed and stated the members would serve until their replacement is appointed.

Commissioner Nelms commented that he has an appointment.

Mr. Cooper went over items under the **Consent Agenda** portion:

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- Consideration to approve lease of space in the Historic Courthouse for Congressman Gingrey's office.

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

- Consider approval of the 2013 Tax Anticipation Note (TAN) which represents a temporary loan of \$1,264,900 to be received in January 2013 and repaid in December 2013 with an interest rate of 4.75%.
- Consider approval of lease agreement for the use of Trinity Church gym for Cherokee Youth Basketball (CYB) Program for practices and games. Cost is covered within the CYB Program Budget.
- Consider approval to purchase pipe and manhole inspection camera for the Roads and Bridges Department from Environmental Products of Georgia in the amount of \$15,275. A second quote was received by Public Works Equipment in the amount of \$17,995.
- Consider approval of Professional Service Agreement with Rhonda D. McClendon & Associates to perform a forensic audit related to the BGR/Bobo Project in the amount of \$75,000 with authorization for additional funds if necessary as approved by the Board of Commissioners.
- Consider approval to award the construction contracts to the lowest responsible bidders, with the most responsive bid proposals as follows: City of Canton Etowah River Park project to Georgia Development Partners, LLC, in Atlanta, GA for the proposed contract amount of \$3,385,769.99; County Park at Killian Site project to W.E. Contracting in Acworth in the proposed contract amount of \$3,139,360.00.

Commissioner Johnston commented on the attempt to salvage baseball fields where it wasn't feasible and the Univeter Road location will be a much better situation. Canton will be funding operations and maintenance of the Etowah River Park.

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The Chairman asked if there was anything else. Hearing none, the Chairman made a motion to adjourn to Executive Session at 5:02 p.m. Commissioner Nelms seconded and the motion carried unanimously.

Executive Session to Follow

# MINUTES

## Cherokee County Board of Commissioners

January 8, 2013

Regular Meeting

CHEROKEE HALL 6:00 PM

### INVOCATION

Commissioner Johnston gave the invocation.

### 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 Johnston led the Pledge of Allegiance.

### CALL TO ORDER

### CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:05 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Brian Poole; Vice Chair/Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Ken Robbins; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

### RATIFY CLOSURE OF EXECUTIVE SESSION

The Chairman called for a motion to ratify closure of Executive Session at 5:58 p.m.

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

### AMENDMENTS TO AGENDA

None.

### ANNOUNCEMENTS

Chairman to welcome new Commissioners.

Chairman Ahrens welcomed Commissioner Raymond Gunnin and Commissioner Brian Poole to the Board. He made mention of Vice-Chair/Commissioner Nelms being seated to his right rather than in District order as before.

He then commented that he hoped everyone voted earlier today, that it was a very important election for both the Senate and the House. He wished everyone a prosperous, healthy New Year. He added that as for the County, he was very optimistic and said that we are off to a good start and hopefully the economy will help us out this year.

### **APPROVAL OF EXECUTIVE SESSION MINUTES FROM DECEMBER 18, 2012.**

As distributed by the County Manager.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded with Chairman Ahrens abstaining due to his absence at that meeting and Commissioners Gunnin and Poole abstaining as new members to the Board. The resulting vote was approval 2-0.

### **APPROVAL OF WORK SESSION MINUTES FROM DECEMBER 18, 2012.**

Commissioner Nelms made a motion to approve; Commissioner Johnston seconded with Chairman Ahrens abstaining due to his absence at that meeting and Commissioners Gunnin and Poole abstaining as new members to the Board. The resulting vote was approval 2-0.

### **APPROVAL OF REGULAR MEETING MINUTES FROM DECEMBER 18, 2012.**

Commissioner Nelms made a motion to approve; Commissioner Johnston seconded with Chairman Ahrens abstaining due to his absence at that meeting and Commissioners Gunnin and Poole abstaining as new members to the Board. The resulting vote was approval 2-0.

### **PUBLIC HEARING**

The Cherokee County Board of Commissioners will hold a public hearing on Tuesday, January 8, 2013 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia for an Exceptional Variance to the TND ordinance at 5808 Highway 92.

Commissioner Nelms made a motion to open the Public Hearing at 6:09 p.m.; Commissioner Gunnin seconded and there was unanimous approval.

Margaret Stallings gave a brief description of the property located in the Bells Ferry overlay. She said the property adjacent to the west is a residence in the Hwy. 92 overlay which would allow a restaurant anyway and the property on the other side is a body shop.

The applicant, Ms. Romtvedt, spoke about her intentions to open a sit-down restaurant to provide food to the citizens.

No one had signed up to speak at the hearing.

Commissioner Johnston made a motion to close the Public Hearing at 6:11 p.m.; Commissioner Nelms seconded and there was unanimous approval.

Commissioner Johnston read the proposed resolution. Commissioner Nelms made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

Commissioner Johnston commented that he thought a sit-down restaurant was fine but not a drive through restaurant. Margaret Stallings said that a drive through restaurant even with the approved variance would not be allowed.

### **PUBLIC COMMENT**

One person had signed up to speak.

1. Carolyn Cosby signed up to speak about financial matters.

### **ZONING CASES**

None Scheduled.

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### **COMMISSION BUSINESS**

#### **CHAIRMAN**

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

- A. Reminder of Retreat dates: January 17 and January 18 at Barnsley Gardens, beginning at 3:00 p.m. on January 17 and concluding by noon on January 18. Agenda topics of discussion include, but are not limited to: Review of 2012 and Outlook for 2013, Cherokee County Strategic Plan, Ethics Ordinance, Lifelong Communities and Economic Development.

The Chairman went over the dates and topics of the retreat and announced that the venue would be at the Lake Lanier Home of Commissioner Harry Johnston and there would be essentially no cost to the County, including the cost of food. He added that the directions would be posted to the County's website prior to the retreat.

B. Request to rename County road entrance to Georgia National Cemetery.

The Chairman read a letter of request by Mr. Tom Doner of the Georgia National Cemetery Advisory Council. The letter states that the property where the cemetery is located was donated by Mr. Scott Hudgens, a WWII Veteran. Therefore, the Council is requesting that the mile to mile and half roadway from GA Hwy. 20 to the actual entrance of the cemetery be renamed Scott Hudgens Drive.

Commissioner Johnston made a motion to approve the renaming of the entrance to the veterans cemetery to Scott Hudgens Drive; Commissioner Nelms seconded and there was unanimous approval.

C. Accept the resignations of three current members of the Resource Recovery Development Authority and assign three citizens to the Board with immediate effect.

The Chairman stated that to formalize the reconstitution of the RRDA, the Board was recommending the three new members of the RRDA for a vote. He said that the Board had committed in the fall to appoint the three new members on January 1 or when a new contract was executed which has not happened. He said the Board will also accept the de facto resignations of former Commissioner Hubbard and former Commissioner Bosch as well as the resignation of Commissioner Nelms.

The Chairman asked if the new Commissioners had any thoughts regarding the appointment of the new members. Neither Commissioner offered comments.

The Chairman then made a motion with immediate effect to appoint Tom Ware, Jeff Duncan and Troy Welker to the RRDA Board; Commissioner Nelms seconded and there was unanimous approval.

The Chairman added that the commitment made in the fall included to appoint the remaining two citizen members by July 1, 2013 or maybe even more than two.

D. Discussion of vacancy on the Region One DBHDD Planning Board.

The Chairman read through a few details from a notice from the Georgia Department of Behavioral Health & Developmental Disabilities regarding a vacancy on the DBHDD Region One Planning Board. He said the Board was looking for candidates with experience in particular areas and that informational packets including applications were located on the table out front. He said that if anyone were interested, they could contact the Board.

E. Etowah River Water Trails Resolution.

The Chairman began by saying the project was an effort to get an organized 163 mile water trail on the Etowah River.

He then asked Mr. Tom Kowalski of the Etowah River Water Trails Advisory Committee to speak about the proposed resolution. Mr. Kowalski said that GA water law is peculiar in that to legally float down the river if someone owns the property on both sides of the river you must be able to prove that there has been a public easement of passage for more than 20 years. The public easement of passage has to be established before the National Parks Services will help with funding and to have the local government formalize this by resolution is the easiest way. He added that this is basically formalizing something that everyone already knows you can do.

Chairman Ahrens added that other counties involved and have provided river access are Lumpkin, Dawson, Forsyth, Bartow and Floyd.

Commissioner Johnston clarified that the resolution was not creating a law, but expressing a desire of the Board to keep that passage way available and recognizing that that rights exists as a public easement of passage established by more than twenty years of regular and open travel by boat on the Etowah River in Cherokee County. He added that he had paddled down the Etowah River more than twenty years ago himself.

Chairman Ahrens then read the proposed proclamation.

Commissioner Nelms made a motion to approve; Commissioner Gunnin seconded; Commissioner Poole abstained, stating that he wanted to know a little more about it and the resulting vote was approval 4-0.

F. Review of draft reply to Grand Jury recommendations per letter dated December 2012.

The Chairman read through five or six key points of the draft response to the Grand Jury Presentments. This resolution is included and spread upon the minutes. He said that if all was in order, it would be provided to the DA in the morning, assuming that it passes tonight. He added that again, if passed, the executed resolution would be scanned and available on the County's Transparency Page tomorrow.

The Chairman asked Commissioner Johnston if he would like to comment on the CAFR (Comprehensive Annual Financial Report) related to RRDA assets and the County ledger books. Commissioner Johnston said as discussed in Work Session, where the big ledger books with entries were once used, this system has been mechanized and the County uses the software MUNIS for their accounting system which is what he thinks of as the County's ledger book. MUNIS does not include RRDA property according to government accounting standards. He added that some property was listed in the CAFR because this report consolidates the County's assets with the Development Authority's assets which is an affiliate entity.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded; Commissioners Poole and Gunnin abstained as being new members of the Board and the resulting vote was approval 3-0.

**COMMISSION DISTRICT 1**

**HARRY B. JOHNSTON**

**COMMISSION DISTRICT 2**

**RAYMOND GUNNIN**

- A. Appointments to various Boards and Committees.

Commissioner Gunnin appointed Chris Hampton to the Cherokee Recreation and Parks Advisory Board. He appointed Robert Nealey to the Fire Code of Appeals Board. He made a temporary reappointment to the Planning Commission, having Elizabeth Semler stay on until the January case is heard. He said he would make an appointment to that board possibly at the next meeting, as well as other appointments to various boards.

**COMMISSION DISTRICT 3**

**BRIAN POOLE**

- A. Appointments to various Boards and Committees.

Commissioner Poole made the following appointments: He appointed Robert Stozier to the Cherokee County Parks and Recreation Advisory Board; he temporarily reappointed Charles Kirby to the Planning Commission Board until the January case could be heard; he named Joe Long as his regular appointment to the Planning Commission Board effective after the next meeting; he appointed Nancy Carson to the Animal Control Advisory Board; he appointed Bill Long to the Cemetery Preservation Committee; he appointed Mark Marlow to the Impact Fees Appeals Board; he appointed Wayne Stewart to the Wrecker Advisory Board; he appointed Tony Perry to the Construction Board of Appeals; he appointed Lee Poole to the Fire Code of Appeals Board.

**VICE CHAIR/COMMISSION DISTRICT 4**

**JASON NELMS**

- A. Appointment to the Cherokee Recreation and Parks Advisory Board.

Commissioner Nelms appointed Scott Schug to fill the remaining term of Mark Goddard which expires on December 31, 2014.

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**CONSENT AGENDA**

- 1.1 Consideration to approve lease of space in the Historic Courthouse for Congressman Gingrey's Office.

Mr. Cooper said that the lease before them provides for reimbursement of a prorated share of utilities, janitorial and other costs. He said that after discussion with Angie Davis, he would like to propose a lease rate versus a reimbursement of utilities in order to be in compliance with the gratuities clause of the Constitution of the state of Georgia. He said the proposed rate would be a range between \$600 and \$900 per month and that he would try to keep it as close to \$750 a month as he could. He said that the intent was to cover the County's cost and equal to a market rent.

Commissioner Johnston asked if this would be approximately \$10 per square foot. Mr. Cooper replied that it would be.

Commissioner Nelms made a motion to approve Consent Agenda; Commissioner Johnston seconded and there was unanimous approval.

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## **COUNTY MANAGER**

2.1 Consider approval of the 2013 Tax Anticipation Note (TAN) which represents a temporary loan of \$1,264,900.00 to be received in January 2013 and repaid in December 2013 with an interest rate of 4.75%.

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

2.2 Consider approval of lease agreement for the use of Trinity Church gym for the Cherokee Youth Basketball (CYB) Program for practices and games. Cost is covered within the CYB Program budget.

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

2.3 Consider approval to purchase pipe and manhole inspection camera for the Roads and Bridges Department from Environmental Products of Georgia in the amount of \$15,275.00. A second quote was received by Public Works Equipment in the amount of \$17,995.00.

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

2.4 Consider approval of Professional Services Agreement with Rhonda D. McClendon & Associates to perform a forensic audit related to the BGR/Boho Project in the

amount of \$75,000.00 with authorization for additional funds if necessary as approved by the Board of Commissioners.

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

2.5 Consider approval to award the construction contracts to the lowest responsible bidders, with the most responsive bid proposals as follows: City of Canton Etowah River Park project to Georgia Development Partners, LLC, in Atlanta GA for the proposed contract amount of \$3,385,769.99; County Park at Killian Site project to W.E. Contracting in Acworth in the proposed contract amount of \$3,139,360.00.

Mr. Cooper went over the details of this item presented as two separate motions for each project.

Commissioner Johnston made a motion to approve the construction contract for City of Canton Etowah Project; Commissioner Nelms seconded; Commissioner Poole abstained and the resulting vote was approval 4-0.

Mr. Cooper said that he also wanted to ask for approval of a contingency in the amount of \$136,782.00.

Commissioner Johnston asked if this was part of the contract. Mr. Cooper replied that it was not, that it was an amount controlled by the County.

Commissioner Johnston made a motion to approve the contingency amount as recommended by the County Manager; Commissioner Nelms seconded; Commissioner Poole abstained and the resulting vote was approval 4-0.

Commissioner Johnston made a motion to approve the construction contract for the Killian Site Project; Commissioner Nelms seconded; Commissioner Poole abstained and the resulting vote was approval 4-0.

Mr. Cooper asked for approval of a contingency in the amount of \$170,000.00.

Commissioner Johnston made a motion to approve the contingency amount as recommended by the County Manager; Commissioner Nelms seconded; Commissioner Poole abstained and the resulting vote was approval 4-0.

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## **COUNTY ATTORNEY**

3.1 City of Woodstock Annexation Notice.

Ken Robbin briefly went over the details of the annexation notice related to the application submitted by Rachael Smith requesting 5.77 acres of property currently zoned R80 to be rezoned to SLC for a proposed Senior Assisted Living Center. He added that if there are no formal objections to the annexation then no action is necessary tonight.

Chairman Ahrens made a reference for the benefit of the two new Commissioners regarding the ability of the Board to object, which is basically three criteria: 1) proposed change in zoning or land use; 2) proposed increase in density; 3) infrastructure demands related to proposed change in zoning or land use. He said that according to their definition of SLC zoning, it fits the criteria. He also referenced the 18 month window to get the plans moving and that any other intent use would require a rezoning by the City of Woodstock.

Commissioner Nelms commented that the Assisted Living Center was the right kind of project for the area.

Commissioner Johnston commented that in Work Session he said that the location was in District 3 but it is actually in District 2. Commissioner Gunnin as the District Commissioner commented that he had no objections and that it was an excellent fit for the area.

There were no objections to the annexation and no action was taken.

## **ADJOURN**

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made the motion to adjourn at 7:15 p.m.; Commissioner Poole seconded and the motion received unanimous approval.

NOTICE OF PUBLIC HEARING  
CHEROKEE COUNTY BOARD OF COMMISSIONERS

Notice is hereby given that the Cherokee County Board of Commissioners will hold a public hearing on Tuesday, January 22, 2013 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia.

The Board will hear a request for a 35 foot encroachment into the 50 foot perimeter buffer filed by **Richard and Lori Pope** (PL#20120000368). This property is located in Arbor Green Subdivision at 205 Arbor Green Run, Alpharetta, Georgia and further described as Cherokee County Tax Map 02N13, Parcel 134.

An exact legal description of the property is on file at the Cherokee County Planning and Land Use Office, 1130 Bluffs Parkway, Canton, Georgia and may be reviewed along with any other information regarding this request, between 8:00 a.m. and 5:00 p.m. Monday through Friday. Information about this case is also available at [www.cherokeega.com](http://www.cherokeega.com) through the CherokeeStatus page.

Meetings of the Board of Commissioners are open to the public.

Note: Georgia Law requires that all parties who have made campaign contributions to any member of the Cherokee County Board of Commissioners in excess of two hundred fifty dollars (\$250) within two (2) years immediately preceding the filing of this request, and who desires to appear at the Public Hearing in opposition to the application, shall file a campaign contribution disclosure prior to addressing the Board of Commissioners.

As set forth in the Americans with Disabilities Act of 1992, the Cherokee County Government does not discriminate on the basis of disability, and will assist citizens with special needs, and will be given seven (7) working days advance notice.

For information, please call 678-493-6101.

**Run Date: Friday, January 4, 2013**

Jan 22 2013

Case # 00-12-030

Resolution #: 2001-R-016

Applicant: Richard & Lori Pope  
205 Arbor Green Run  
Alpharetta, GA 30004

pope5233@bellsouth.net  
770-887-6772

Request modification of zoning condition 2 from: 50 foot buffer  
to: 15 foot buffer - enhanced

Existing use of property: Residential Proposed use of property: Residential

Directions to rezoning notice sign: N/A

Size of property: 0.98ac Square Feet/Acres Commission District 2

Map 02N13A Parcel 134 Land Lot 34 District 2nd

The undersigned is authorized to make this application. The undersigner is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the Board of Commissioners unless waived by the County Commissioner.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_  
Typed or Printed Name and Title \_\_\_\_\_

Signature of Notary Public \_\_\_\_\_ Date \_\_\_\_\_  
(SEAL)

PLEASE NOTE WE MUST HAVE ALL PROPERTY OWNER'S SIGNATURES AS IT APPEARS ON DEED.

Richard W. Pope 12-19-12  
Signature of Owner Date

Richard W. Pope  
Typed or Printed Name and Title

Lori Pope 12/19/12  
Signature of Owner Date

Lori Pope  
Typed or Printed Name and Title

Wilfredo Mena 12/19/12  
Signature of Notary Public Date

**Wilfredo Mena**  
**NOTARY PUBLIC**  
**Forsyth County, GEORGIA**  
**My Comm. Expires**  
**11/08/2015**

Wilfredo Mena 12/19/12  
Signature of Notary Public Date

**Wilfredo Mena**  
**NOTARY PUBLIC**  
**Forsyth County, GEORGIA**  
**My Comm. Expires**  
**11/08/2015**

I UNDERSTAND THAT I AM TO POST THE NOTICE SIGN(S) ON A HARD-BACKED SURFACE SUPPORTED BY A FREE-STANDING STRUCTURE/WOODEN OR METAL POST(S) ALONG EACH ROAD FRONTAGE OF THE PETITIONED PROPERTY. THE NOTICE SIGNS SHOULD BE CLEARLY VISIBLE FROM THE ROAD WITH NO OBSTACLES BLOCKING THE VIEW. I FURTHER UNDERSTAND THAT I AM NOT TO ATTACH THE NOTICE SIGN(S) TO ANY NATURAL VEGETATION, EXISTING SIGNAGE, OR UTILITY STRUCTURE(S). I AM TO POST THE SIGN AT LEAST 30 DAYS PRIOR TO THE PUBLIC HEARING.

Lori Pope  
APPLICANT'S SIGNATURE

12/19/12  
DATE

RESOLUTION - 2001-R-016  
CASE #00-12-030  
Robert Meyer

A resolution approving the rezoning of the following described property:

58.32 acres located in land lot(s) 33, 34, 1264 of the 2<sup>nd</sup>, 3<sup>rd</sup>, district, 2nd section of Cherokee County, Georgia, and indicated as parcel(s) 120 on tax map 02N13.

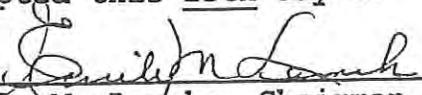
**WHEREAS**, it hereby is found and determined that a petition to change the zone of the above described property from AG to R-40 was filed on October 26, 2000.

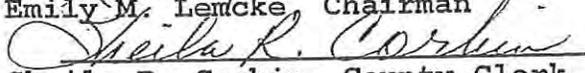
Proposed Use: Conservation Use Subdivision

**WHEREAS**, it likewise is found that the Cherokee County Municipal Planning Commission, after notice as required by law, did conduct a public hearing upon such change of zone on Tuesday, January 23, 2001 in the Jury Assembly Room of the Cherokee County Justice Center. Recommendation from the Planning Commission was for approval with conditions\*.

**NOW THEREFORE**, be it resolved by the Cherokee County Board of Commissioners that the above described property is now located in the R-40 (Conservation Use Subdivision) district, and the Cherokee County Planner hereby is directed to change the district maps accompanying and being part of the rezoning resolution.

Adopted this 13th day of February, 2001.

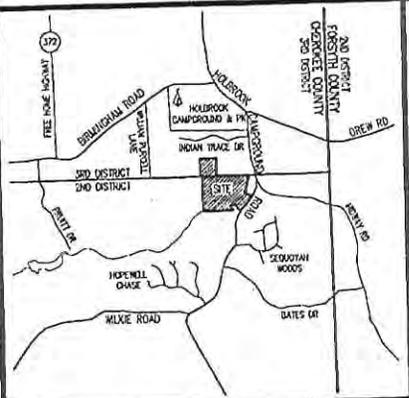
  
\_\_\_\_\_  
Emily M. Lemcke, Chairman

  
\_\_\_\_\_  
Sheila R. Corbin, County Clerk

(SEAL)

\* (1) Provide trails or pathways connecting the adjacent subdivision where applicable, (2) Developer maintains the required 50' buffer around the entire site, (3) Sidewalks are provided on one side of the streets within the development, (4) All development standards are adhered to per the County development code and staff comments.

1. Maximum number of lots not to exceed 29.  
Revise Future Land Use Map (FLUM) to reflect this proposal.



LOCATION MAP SCALE - 1"=2000'

\*Lots 1-5. Notes:  
 LOTS 1-5 HAVE AN INDIVIDUAL ENGINEERED SITE PLAN ON FILE WITH CHEROKEE COUNTY HEALTH DEPARTMENT FOR SEPTIC PLACEMENT ON THESE LOTS.

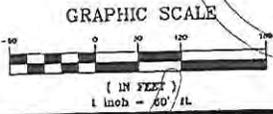
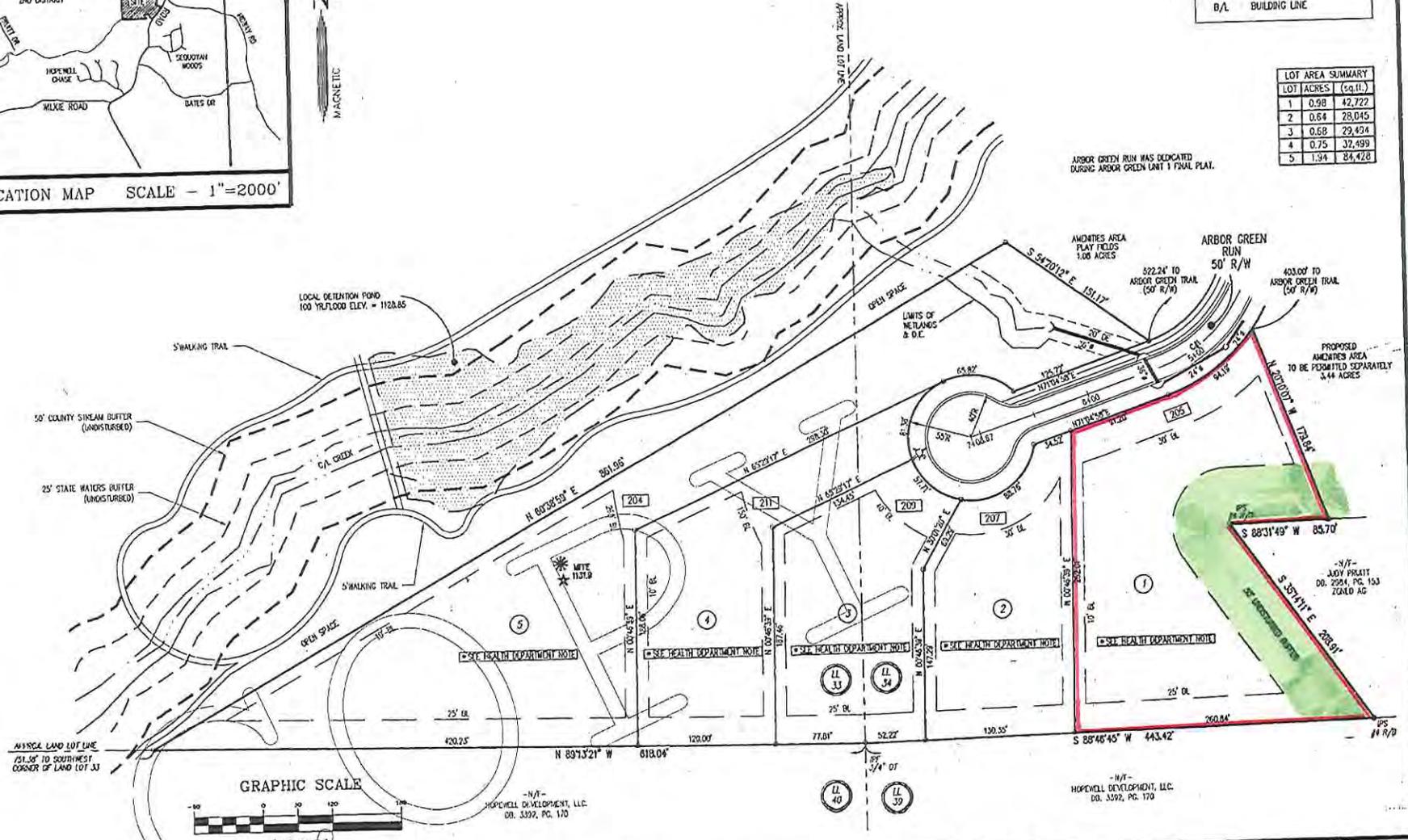
FILED IN OFFICE  
 CLERK OF SUPERIOR COURT  
 CHEROKEE COUNTY, GA  
 04 MAY -6 AM 9:31  
 BOOK 19 PAGE 10  
*Anna M. Brown*

CENTURIES OF ROAD CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	AREA
CP1	125.00'	78.47'	40.22'	77.71'	15,302.85'²
					13,525.94'²

LEGEND	
	DOUBLE WING CATCH BASIN
	HEADWALL
	LOT NUMBER
	STORM PIPE
	PIPE SIZE
	PROPERTY CORNER
	DRAINAGE EASEMENT
	BUILDING LINE

LOT AREA SUMMARY	
LOT	ACRES (sq.ft.)
1	0.98 42,722
2	0.64 28,045
3	0.68 29,434
4	0.75 32,499
5	1.94 84,428

ARBOR GREEN RUN WAS DEDICATED DURING ARBOR GREEN UNIT 1 FINAL PLAT.



-N/A-  
 HOPEWELL DEVELOPMENT, LLC  
 DB. 3392, PG. 170

-N/A-  
 HOPEWELL DEVELOPMENT, LLC  
 DB. 3392, PG. 170

**Centerline Surveying Systems, Inc.**  
 1301 SHILOH ROAD, SUITE 1210, KENNESAW, GA. 30144  
 PHONE: (770) 424-0028 FAX: (770) 424-2399



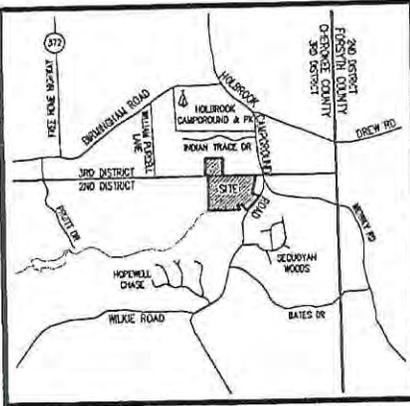
NO.	DATE	REVISION DESCRIPTION	BY

FINAL PLAT FOR:

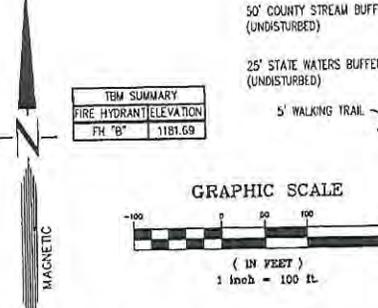
**ARBOR GREEN, UNIT 2**  
 PREVIOUSLY SUBMITTED AS LAUREL TRACE  
 PROPERTY IS LOCATED IN LAND LOTS 33 & 34  
 OF THE 2ND DISTRICT, 2ND SECTION  
 CHEROKEE COUNTY, GEORGIA

DATE: 4/28/04  
 JOB # 381107FP

SHEET No.  
 2 of 2



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C#1	150.00'	77.60'	37.83'	71.90'	N07°17'42"W	274°35'27"
C#2	180.00'	202.76'	177.32'	236.03'	S33°12'27"E	82°42'56"
C#3	125.00'	78.47'	40.52'	77.21'	N03°20'37"E	305°24'48"
C#4	325.00'	144.80'	81.79'	156.89'	S58°17'59"W	162°23'33"
C#5	200.00'	133.85'	69.54'	131.39'	N07°40'34"W	382°20'38"
C#6	200.00'	145.92'	76.30'	142.79'	S02°26'50"E	414°07'27"
C#7	200.00'	69.67'	35.18'	62.27'	N05°01'05"W	109°56'38"
C#8	200.00'	42.99'	21.50'	42.00'	S09°49'58"E	121°18'51"
C#9	200.00'	98.18'	50.10'	97.20'	S08°15'40"W	282°27'50"



LINE	LINE YAKE	DISTANCE	DEPLETION
L1	48.00'	S32°19'21"W	
L2	14.74'	S122°24'5"W	
L3	20.17'	S05°30'50"E	
L4	15.90'	S23°04'20"W	
L5	7.36'	S03°04'20"W	
L6	12.29'	S03°09'34"E	
L7	4.82'	S02°33'29"W	
L8	28.32'	S15°28'08"E	
L9	41.20'	S46°20'24"W	
L10	24.42'	S03°13'12"W	
L11	9.04'	S71°30'03"W	
L12	9.27'	S72°32'41"W	
L13	30.56'	S26°36'51"W	
L14	10.01'	S33°22'49"E	
L15	8.10'	S03°49'57"E	
L16	7.41'	N00°22'06"E	
L18	32.28'	N08°31'49"E	
L19	9.23'	N48°20'44"W	
L20	35.39'	N03°24'13"W	
L21	35.31'	N08°38'47"E	
L22	2.12'	N48°02'44"W	

LOT AREA	SUMMARY (sq.ft.)
6	0.83 35,150
7	0.85 37,434
8	1.12 49,118
23	0.70 30,884
24	0.70 30,616
25	0.74 32,449
26	1.23 53,473
28	0.87 37,986
29	0.87 37,766

**Centerline Surveying Systems, Inc.**  
1301 SHILOH ROAD, SUITE 1210, KENNESAW, GA 30144  
PHONE: (770) 424-0028 FAX: (770) 424-2399



NO.	DATE	REVISION DESCRIPTION	BY

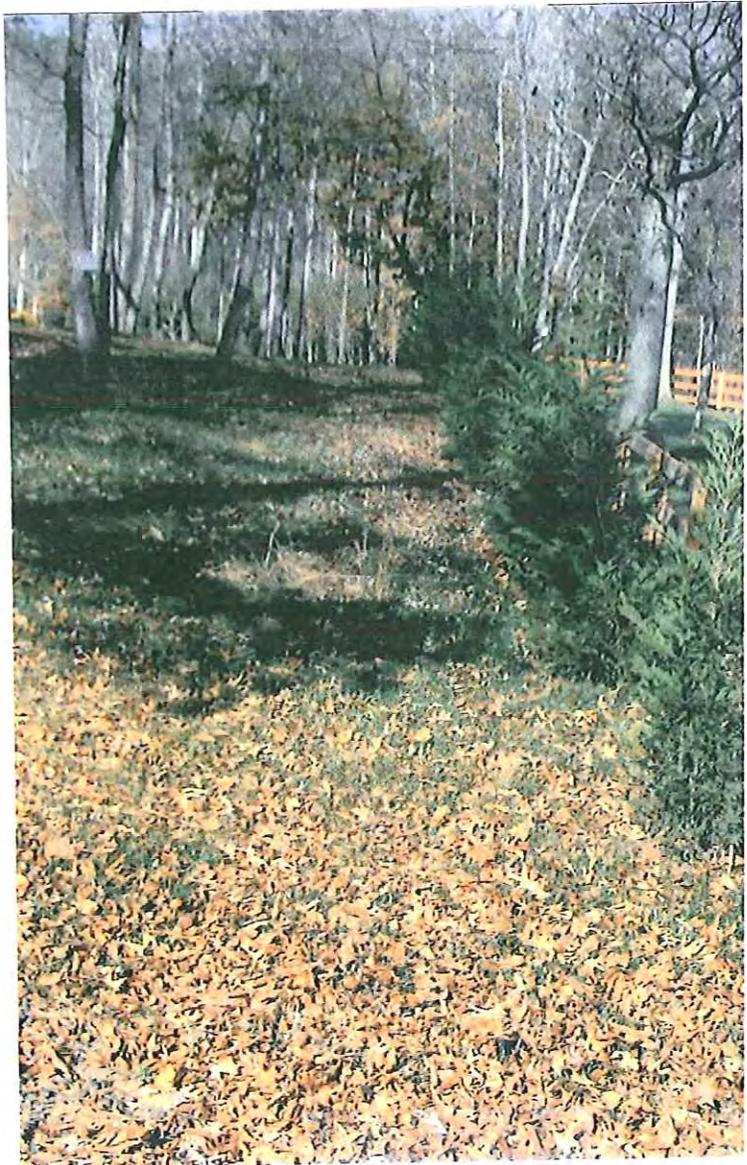
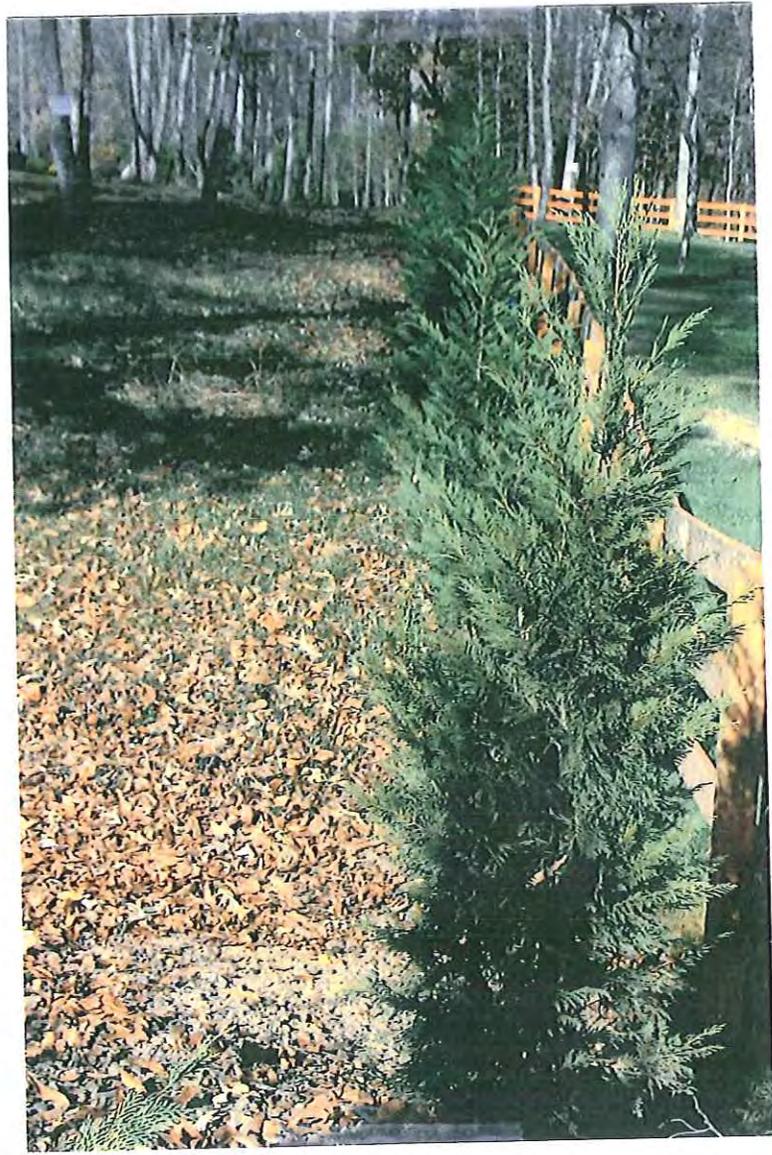
FINAL PLAN FOR: **ARBOR GREEN, UNIT 1**  
PREVIOUSLY SUBMITTED AS LAUREL TRACE  
PROPERTY IS LOCATED IN LAND LOTS 33 & 34  
OF THE 2ND DISTRICT, 2ND SECTION  
AND LAND LOT 1284  
OF THE 3RD DISTRICT, 2ND SECTION  
CHEROKEE COUNTY, GEORGIA

DATE: 1/13/04  
JOB # 11090977

SHEET No. 2 of 3

12/20

19 Leyland Trees  
From Backyard View  
Pope House is left of Trees



①



Another view of trees in Buffer Area  
Taken Midway - Shows Proximity To Pipe House



18/200



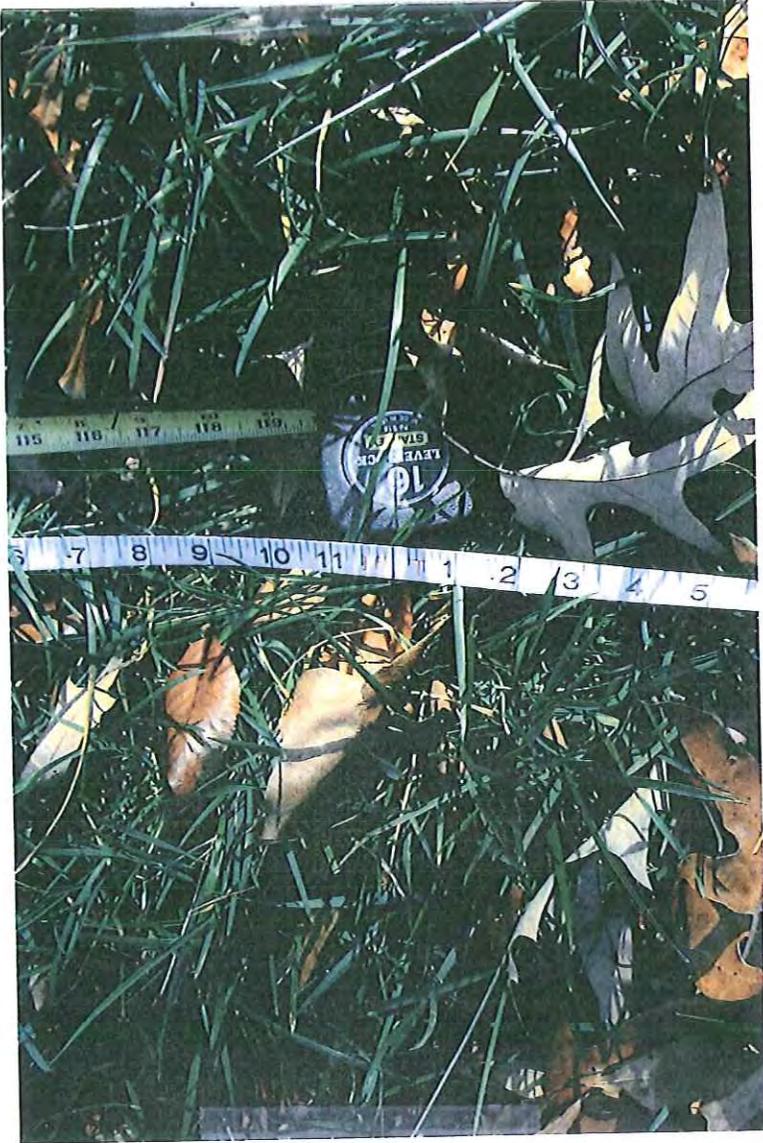
50 ft Buffer Area.  
Backyard widest Area



10-ft from Property line

(3)

12/12



Black Tape Measure  
@ 10 FT



(2)



The Other Tape Measure is @ 15 FT.



10/12



View From Narrow Side Facing Backyard,  
Neville House on LEFT



Same Markings with Pope House on LEFT

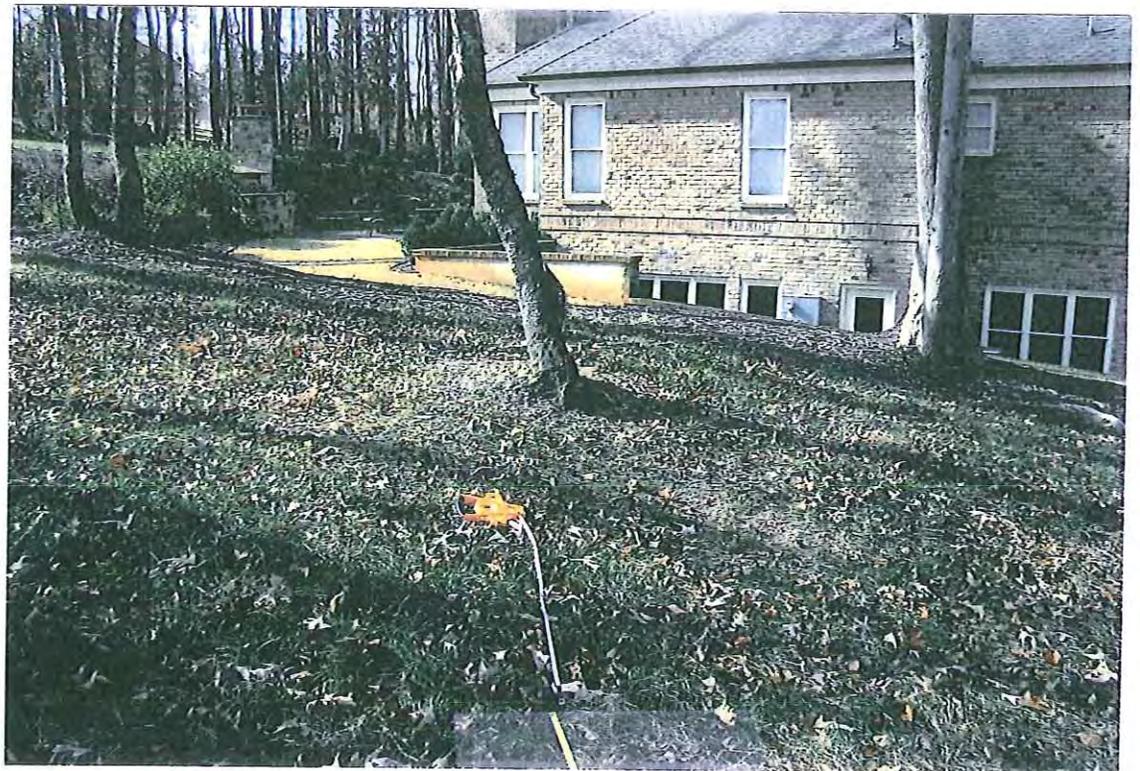
6

12/12



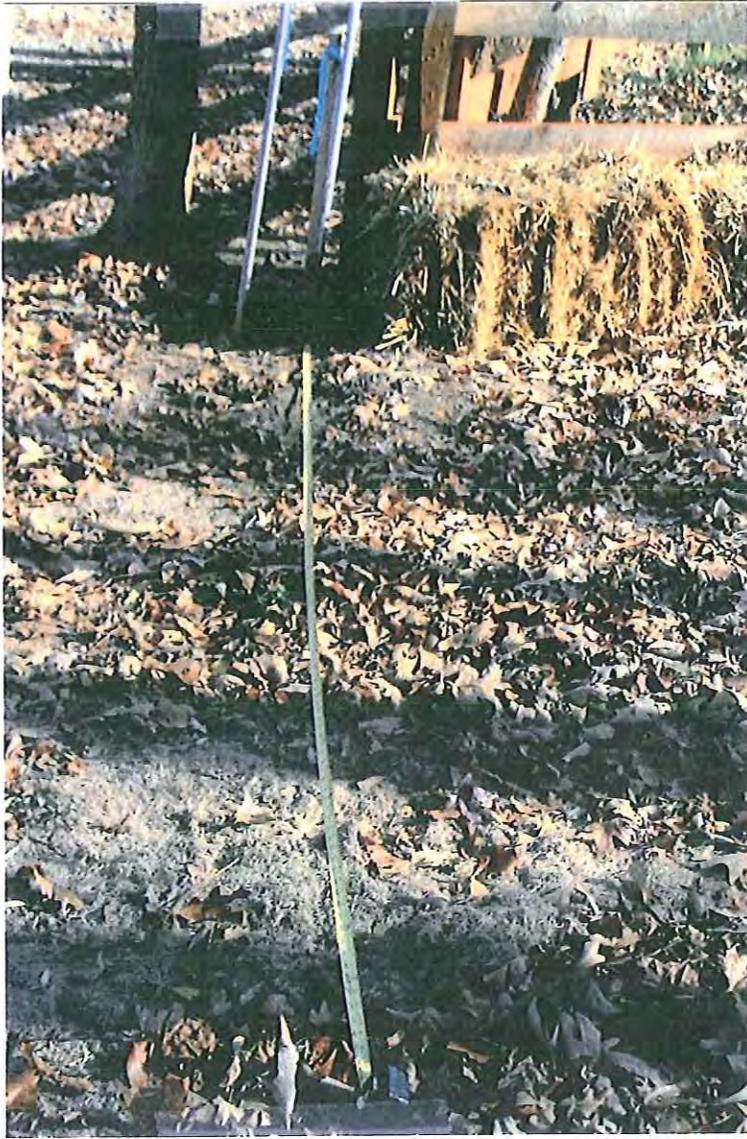
Same Markings As  
Previous Page (6)  
View is STRAIGHT ON  
TOWARDS the Fence

View from  
fence Towards  
Pipe House



(7)

10/11



10 FT AT POINT  
CLOSEST TO THE BEE HIVE

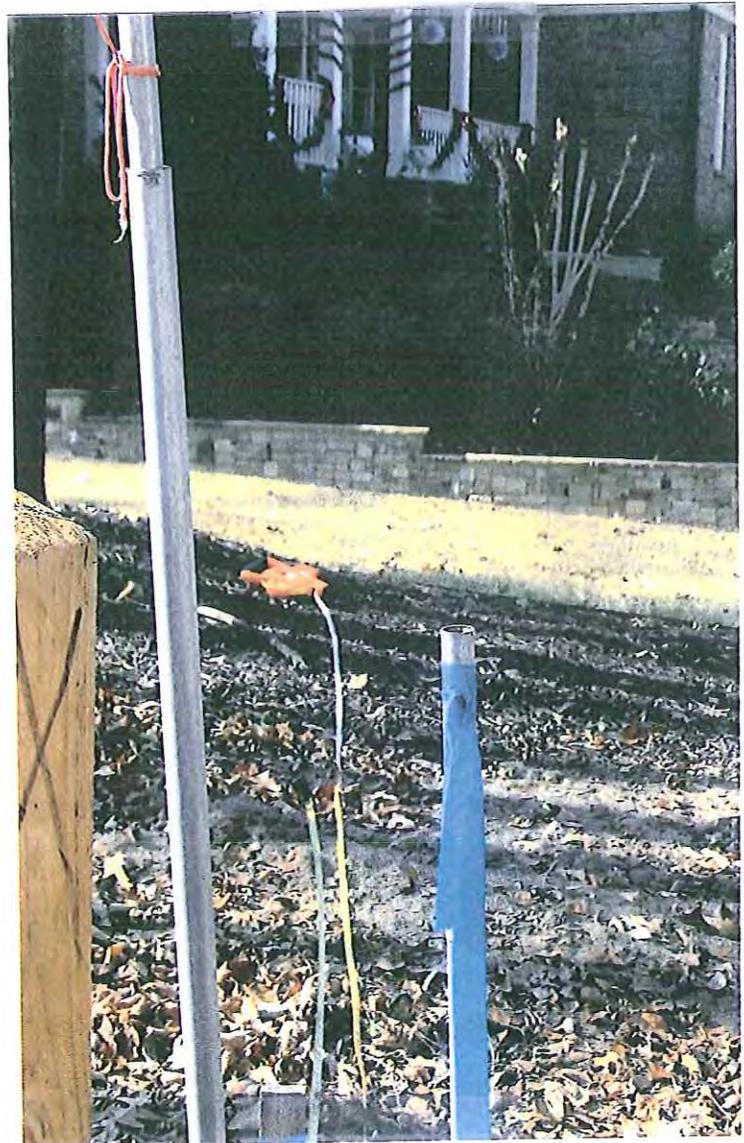
View From  
NARROWEST POINT  
FACING  
WIDER POINT  
OF BACKYARD



12/12



15 FT AT POINT  
Closest To Pope House  
View Facing The Fence



15 FT AT POINT  
Closest To Pope House  
View From Fence Facing  
Pope House

10/12

10 FT Area of Buffer  
That Wraps Around  
Backside of Neville's  
House,

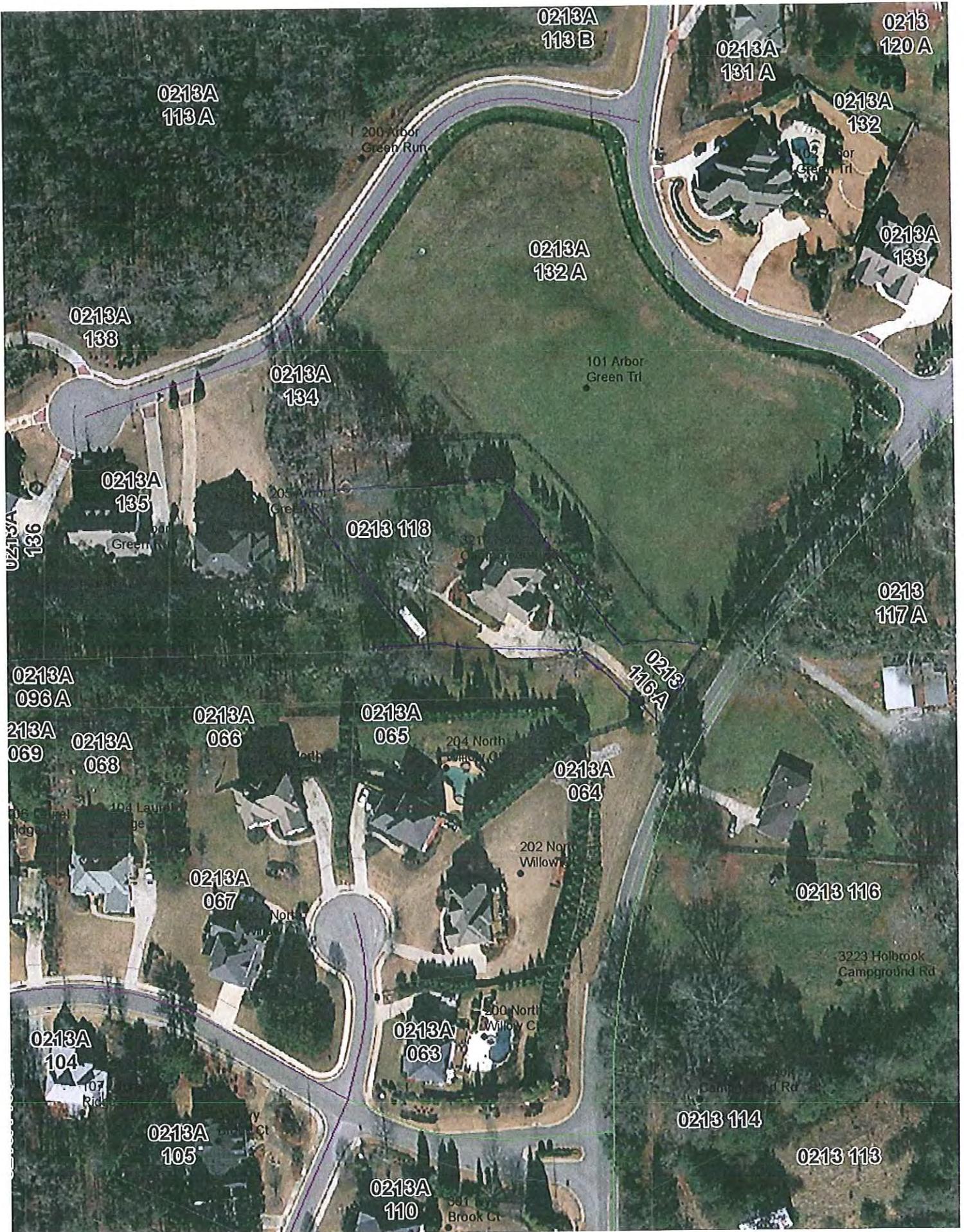


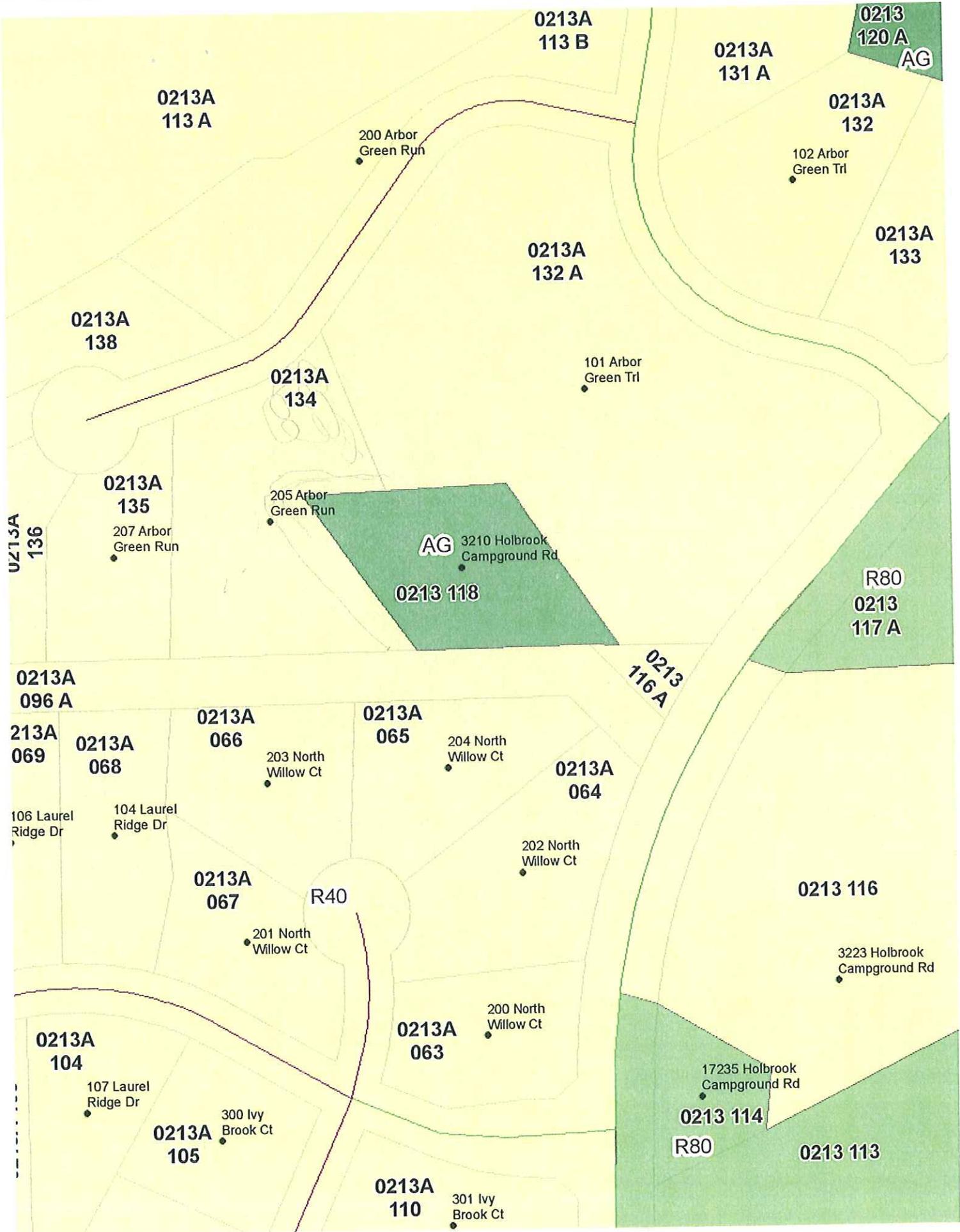
15 FT Area of Buffer  
That Wraps Around  
Backside of Neville's  
House.

View Facing  
Alton Green HBA  
From Pope House



(13)





Cherokee County, Georgia  
Agenda Request

For 1/22/2013  
Public H.

SUBJECT: Request to set a Public Hearing

MEETING DATE: December 18, 2012

SUBMITTED BY: Vicki Taylor Lee, Zoning Administrator

COMMISSION ACTION REQUESTED:

Request the Board of Commissioners consider setting a public hearing date for January 22, 2013 to hear a request for modification of a zoning condition, specifically Condition 2, on Rezone Case No. 00-12-030.

FACTS AND ISSUES:

Condition 2 of the Resolution states, *Developer maintains the required 50 foot buffer around the entire site*. This buffer was required of all conservation subdivisions at that time.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Staff recommends that the public hearing be set for January 22, 2013.

REVIEWED BY:

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

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

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



## Planning and Land Use

TO: Board of Commissioners  
Jerry Cooper, County Manager  
Angela E. Davis, County Attorney  
Christy Black, County Clerk

FROM: Vicki Taylor Lee, Zoning Administrator

DATE: January 16, 2013

### **SUBJECT: Summary of Zoning Cases**

At the January 8, 2013 meeting the Planning Commission reviewed the following items:

#### Zoning Cases:

<b>CASE NUMBER</b>	: 12-12-009
<b>APPLICANT</b>	: <b>Trevor Barnett</b>
<b>ZONING CHANGE</b>	: R-40 to GC
<b>LOCATION</b>	: Hickory Flat Highway
<b>MAP &amp; PARCEL NUMBER</b>	: 02N04 - 253
<b>ACRES</b>	: 1.89
<b>PROPOSED DEVELOPMENT</b>	: Commercial Uses
<b>COMMISSION DISTRICT</b>	: 2
<b>FUTURE DEVELOPMENT MAP</b>	: Transitional Corridor over Country Estates
<b>PLANNING COMMISSION RECOMMENDATION</b>	: <b>Denial</b>

**RESOLUTION NO. 2013- R-  
CASE # 12-12-009  
APPLICANT: Trevor Barnett**

A resolution denying/approving the rezoning of the following described property:

**1.89** acres located in Land Lot 726 of the 2<sup>nd</sup> District, 2<sup>nd</sup> Section of Cherokee County, Georgia, and indicated as Parcel **253** on Tax Map **02N04**.

**WHEREAS**, it hereby is found and determined that a petition to change the zone of the above described property from **R-40 to GC** was filed on October 19, 2012.

**Proposed Use:** Commercial Uses

**WHEREAS**, it likewise is found that the Cherokee County Municipal Planning Commission, after notice as required by law, did conduct a public hearing upon such change of zone on January 8, 2013 in the Commission Chambers of the Cherokee County Administrative Building. Recommendation from the Planning Commission was for **denial**.

**NOW THEREFORE**, be it resolved by the Cherokee County Board of Commissioners that the above-described property is still/is now located in the \_\_\_\_\_ district, and the Cherokee County Zoning Administrator hereby is directed to change/not to change the district maps accompanying and being part of the rezoning resolution.

**Adopted this** \_\_\_\_\_ **day of** \_\_\_\_\_, \_\_\_\_\_ .

\_\_\_\_\_  
**L. B. Ahrens, Chairman**

\_\_\_\_\_  
**Christy Black, County Clerk**



**Georgia Department of Behavioral Health & Developmental Disabilities**  
Frank W. Berry Commissioner

**DBHDD Region One Office**

705 North Division Street, • Building 104 • Rome, GA 30165 • Phone: 706-802-5272 • FAX: 706-802-5280

January 2, 2013

Buzz Ahrens, Chairman  
Cherokee County Board of Commissioners  
1130 Bluffs Pkwy  
Canton, Ga. 30114-5632

Dear Chairman Ahrens:

According to our records, the DBHDD Region One Planning Board has one (1) vacant seat for Cherokee County. We are requesting that you appoint a new member to represent your County.

Filling this vacancy as soon as possible will ensure representation for the citizens of Cherokee County. When making your selection for a new appointee, please be mindful of the requirements that more than half of the Planning Board's membership is to be consumers and family members of consumers, and that the duration of a term is 3 years or the unexpired term of the person being replaced. Notice of this appointment should be on your letterhead and must include the appointment date and the expiration date for the appointee's term. Please send us the appointment letter and a copy of the person's completed application.

The DBHDD Region One Planning Board's meeting location is the Ball Ground Public Library Conference Room in Ball Ground, Georgia 30107. The Board regularly meets the second Thursday of every other month from 2:00 p.m. until 4:00 p.m. The next scheduled meeting is February 14, 2013.

For your convenience I have enclosed a copy of the Bylaws, a 2013 DBHDD Region One Planning Board meeting schedule, a Board Member's Application and a W-9 form for the appointee to complete and return to this office. You are welcome to use the application form that accompanies this letter or one from your office that has similar information. If you have questions or concerns, please feel free to call me at (706) 802-5272 or e-mail me at [www.djdebose@dhr.state.ga.us](mailto:www.djdebose@dhr.state.ga.us). Thank you for your assistance in this matter.

Sincerely,

Deborah DeBose  
Region One Support Services

Enclosures:

cc: Mrs. Betty Brady, Board Chair  
Mr. Charles Fetner, Regional Coordinator  
Region One File

# Region One DBHDD Planning Board Member Application

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ County of Residence: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Which is the best contact number to reach you? Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

What time is best to contact you? \_\_\_\_\_

\*\*\*\*\*

## I. Service Interest:

(Check all that apply)

- a. Mental Illness: \_\_\_\_\_
- b. Developmental Disabilities: \_\_\_\_\_
- c. Addictive Diseases: \_\_\_\_\_
- d. Mental Illness/Addictive Diseases: \_\_\_\_\_

## II. Category of Membership:

- 1. Consumer: \_\_\_\_\_
- 2. Family Member of a Consumer: \_\_\_\_\_
- 3. Other: \_\_\_\_\_

(Choose from advocate, elected official DBHDD professional or interested citizen)

## III. Reason for interest in serving on the Region One DBHDD Planning Board:

(Please include any relevant experience or skills which would contribute to the operations of the Board)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

I am not currently a provider or Board member of any agency receiving public mental health, mental retardation or substance abuse funding; nor am I in any position which would result in a conflict of interest while serving as a Planning Board Member.

Signed: \_\_\_\_\_

**NOTE:** If you would like to include additional information, please do so.



**DBHDD Region One Office**

705 North Division Street • Building 104 • Rome, GA • 30165 • Phone: 706-802-5272 • FAX: 706-802-5280

**2013**

**DBHDD Region One Regional Planning Board  
& Subcommittee Meeting Location & Schedule**

<b><u>Day and Date</u></b>	<b><u>Time</u></b>	<b><u>Location</u></b>
<b>Thursday, February 14, 2013</b>	<b>1:00 p.m. – 4:00 p.m.</b>	<b>Ball Ground Public Library 435 Old Canton Road Ball Ground, Georgia 30107</b>
<b>Thursday, April 11, 2013</b>	<b>1:00 p.m. – 4:00 p.m.</b>	<b>Ball Ground Public Library 435 Old Canton Road Ball Ground, Georgia 30107</b>
<b>Thursday, June 13, 2013</b>	<b>1:00 p.m. – 4:00 p.m.</b>	<b>Ball Ground Public Library 435 Old Canton Road Ball Ground, Georgia 30107</b>
<b>Thursday, August 8, 2013</b>	<b>1:00 p.m. – 4:00 p.m.</b>	<b>Ball Ground Public Library 435 Old Canton Road Ball Ground, Georgia 30107</b>
<b>Thursday, October 10, 2013</b>	<b>1:00 p.m. – 4:00 p.m.</b>	<b>Ball Ground Public Library 435 Old Canton Road Ball Ground, Georgia 30107</b>
<b>Thursday, December 12, 2013</b>	<b>1:00 p.m. – 4:00 p.m.</b>	<b>Ball Ground Public Library 435 Old Canton Road Ball Ground, Georgia 30107</b>

**REGION ONE  
MENTAL HEALTH, DEVELOPMENTAL DISABILITIES AND  
ADDICTIVE DISEASES  
REGIONAL PLANNING BOARD BYLAWS**

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Revised August, 2011

Approved: \_\_\_\_\_  
Frank Shelp, M.D.  
Commissioner, DBHDD

\_\_\_\_\_  
Date

## ARTICLE I - NAME

In accordance with O.C.G.A. section 37-2-4. 1(b), there is created a Region One, **Regional Planning Board for Mental Health, Developmental Disabilities and Addictive Diseases**. The board represents Region One, that includes the counties of Banks, Bartow, Catoosa, Chattooga, Cherokee, Cobb, Dade, Dawson, Douglas, Fannin, Floyd, Forsyth, Franklin, Gilmer, Gordon, Habersham, Hall, Haralson, Hart, Lumpkin, Murray, Paulding, Pickens, Polk, Rabun, Stephens, Towns, Union, Walker, White and Whitfield. The Board shall be formally known as the **Region One, Regional Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** and identified hereafter as the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board**.

## ARTICLE II- PURPOSE

The purpose of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall be to provide and facilitate coordinated and comprehensive planning for the Region One, in conformity with standards and procedures established by the (DBHDD).

## ARTICLE III-DUTIES AND FUNCTIONS OF BOARD

The **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall engage in disability services planning within its region and shall perform such other functions as may be provided or authorized by law. 'Disability' means mental or emotional illness, developmental disability or addictive disease. The Planning Board shall vote at its June meeting whether to participate in the Leadership Council. If the vote is to participate, the Planning Board selects three members by majority vote to attend the meetings. The names of the selected members shall be given to the Leadership Council by July 1.

## ARTICLE IV - POWER AND AUTHORITY OF THE BOARD

The **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall have the power and authority to provide and facilitate coordinated and comprehensive planning for its region in conformity with minimum standards and procedures established by the Department. 37-2-4.1(b)

## ARTICLE V-MEMBERSHIP

A. Membership on the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall be determined by O.C.G.A. 37-2-5(b), as follows:

- (1) Each county with a population of 50,000 or less, according to the most current United States decennial census shall appoint one member to the Board;
- (2) Each county with a population of more than 50,000, according to the most current

United States decennial census; shall appoint one member for each population increment of 50,000 or any portion thereof; (Each regional board which is composed of members who are appointed by the governing authority of only one county shall have a minimum of six members.)

(3) The appointment(s) for each county shall be made by the county governing authority

(4) The county governing authority shall appoint a consumer of disability services, a family member of a consumer, an advocate for disability services, or a local leader or business person with an interest in **Mental Health, Developmental Disabilities and Addictive Diseases**. For counties with more than one appointment, the county governing authority shall seek to ensure that such appointments represent various groups and disability services. (Counties with more than one appointment shall ensure that appointments to the board do not represent the same disability service.)

(5) A county governing authority may appoint the school superintendent, a member of the board of health, a member of the board of education, or any other elected or appointed official to serve on the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board**, provided that such person meets the qualifications of paragraph 4 above; such person does not serve on the community service board, and such appointment does not violate O.C.G.A. Title 45, Chapter 10.

(6) A person shall not be eligible to be appointed to or serve on a regional planning board if he or she is prohibited by 37-2-5 (b.2)(1), as follows:

- (a) A member of a community service board which serves that region; or
- (b) An employee or board member of a private or public entity which contracts with the department to provide mental health, developmental disabilities, or addictive diseases services within the region; or
- (c) An employee of such regional office or employee or board member of any receives funds from such regional office.

(7) A person shall not be eligible to be appointed to or serve on a regional planning board if such person's spouse, parent, child, or sibling is a member of that regional planning board or a member, employee, or board member specified in paragraph 5 of this Article. No person who has served a full term or more on a regional planning board may be appointed to a community service board until a period of at least two years has passed since the time such person served on the regional planning board. No person who has served on a regional board or regional planning board and who becomes a member of a regional planning board on June 30, 2002, may be appointed to a community service board until a period of at least two years has passed since the time such person has served on the regional planning board.

B. Appointments to the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall be reflective of the cultural and social characteristics, including gender, race, ethnic, and age characteristics, of the regional and county populations. Each disability group shall be viably represented on the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board**, which may include appointments from

clinical professional associations as well as advocacy groups.

C. The initial term of a new member of the regional planning board shall be determined by the Commissioner in order to establish staggered terms on the board. At such times as the terms of the members of the board are equally staggered, the term of a member of the regional planning board shall be for a period of three years and until the member's successor is appointed and qualified. A member may serve no more than two consecutive terms. The term of a regional planning board member shall terminate upon resignation, death, or inability to serve due to medical infirmity or other incapacity or such other reasonable condition as the regional planning board shall be filled in the same manner as the original appointment.

D. The unexcused absence of any board member from three consecutive meetings of the board during any calendar year shall result in the board considering his/her seat vacated. An excused absence is one caused by unavoidable, prior commitment, illness or personal emergency and the board member gives notification to the regional office prior to the board meeting. Notification shall be sent to the board member (and Chairperson of his/her county governing authority) after two absences as a reminder. Once it is determined the seat is to be vacated, contact will be made with the chairperson of the county Governing authority for appropriate action.

E. The appropriate county governing authority shall be notified immediately of any vacancy created by a member unable to serve his/her full term. The board shall request that the county governing authority appoint, as soon as reasonably possible, an individual to fill the unexpired term in the same manner as the original appointment.

F. Each member of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** may, upon approval by the regional coordinator, receive reimbursement for actual expenses incurred in carrying out the duties of such office in conformance with rates and allowances set for state employees by the Office of Planning and Budget and the same mileage allowance for use of a personal car as that received by all other state officials and employees, or a travel allowance of actual transportation cost if traveling by public carrier.

G. Members of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** will abide by the "Code of Ethics for Members of Boards, Commissions, and Authorities" and the "Conflict of Interest" statutes, O.C.G.A. sections 45-10-3 and 45-10-20.

#### ARTICLE VI- QUORUM

Forty (40) per cent of the appointed membership (excluding vacancies) of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall constitute a quorum. The action of a majority of a quorum present at any meeting shall constitute the action of the Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board, except as otherwise provided in these Bylaws.

#### ARTICLE VII-OFFICERS

A. The Chairperson shall be the principal officer of the **Region One, Mental Health,**

**Developmental Disabilities and Addictive Diseases Planning Board.** The Chairperson shall preside over all meetings of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board**, call special meetings as needed, and generally supervise and direct all action of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** consistent with pertinent existing legislation. The Chairperson shall be elected from among the members of the board, to serve a term of one year, with the option of re-election for an additional one-year term.

B. The Vice-chairperson shall be elected from among the members of the board to serve a term of one year, with the option of re-election for an additional one-year term. The Vice-chairperson shall generally lend positive assistance to the Chairperson in the conduct of the business of the board, and shall, in the absence or inability of the Chairperson, perform all duties of the Chairperson.

C. The election of officers of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall be held at the June meeting of the board. A Nominating Committee shall be selected by the board sixty days prior to the election. The Nominating Committee shall present a slate of officers to the board at the June meeting. Board members may make further nominations. The new officers shall take office at the next scheduled meeting.

D. Officers of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** may be removed from such office at any time by vote of a majority of the membership of the board; provided however, that notice of such intended action shall be given in writing to each member of the board at least five (5) days prior to any meeting at which such vote is to be taken. Upon removal of an officer, the board shall elect a successor to serve the remainder of the unexpired term(s).

E. Should the office of the Chairperson or Vice-chairperson become vacant other than by removal, an election to fill the unexpired term shall be held as soon as reasonably possible following the office becoming vacant. Any Board member may make nominations and any Board member may place his/her own name for nomination.

#### ARTICLE VIII-MEETINGS

A. The **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall meet not less than once every two months, beginning on July 1 and continuing through the next June 30, which time frame shall be the fiscal year for the board. Meetings shall be publicly announced by the board, in conformance with the provisions of the "Open Meetings Act." O.C.G.A. sections 50-14-1 et seq.

B. Special meetings of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** may be called for any purpose by the chairperson, or the vice-chairperson, in the event of the chairperson's inability; upon the written request of one-third of the members of the board; or upon written request of any agency, organization or individual whose request is deemed appropriate by the chairperson of the board. The Chairperson (or designee) of the

board shall notify all members of the board of the date, time and place of such special meeting at least 24 hours prior to such meeting. Public notice shall be provided in accordance with the "Open Meetings Act." O.C.G.A. sections 50-14-1 et seq.

C. When it is determined necessary by the board to reschedule, relocate, or cancel a meeting, such action shall be in conformance with pertinent provisions of the "Open Meetings Act." O.C. G.A. sections 50-14-1 et seq.

D. A record shall be made and maintained of all meetings of the board, standing and special committees of the board. Copies of the record of meetings shall be distributed to the members of the board and to the county governing authority. Such record shall conform to the requirements of the "Open Records Act". O.C.G.A. sections 50-18-70 et seq.

### ARTICLE IX-COMMITTEES

The **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall create and dissolve such standing or special committees, as it deems necessary for the proper conduct of its business. Such committees shall be appointed by the chairperson, with the exception of the nominating committee, and shall report directly to the board. No committee or member of a committee can speak for the Board.

The **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall have the following standing committees:

- Adult, C & A Mental Health/Addictive Diseases and Prevention
- Developmental Disabilities

### ARTICLE X-PARLIAMENTARY PROCEDURE

The rules contained in the current edition of Robert's Rules of Order, Newly Revised, shall govern the board in all cases to which they are applicable, and in which they are consistent with the Constitution or laws of Georgia, with these Bylaws and any special rule which the Board may adopt. The Board may appoint a parliamentarian from among its members.

### ARTICLE XI-AMENDMENTS

A. The **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board** shall submit its proposed Bylaws to the DBHDD for review and approval prior to their adoption by the Board. Written approval of the Commissioner of the Department must be obtained prior to the adoption of bylaws.

B. The Bylaws may be amended by 2/3 vote of the membership of the **Region One, Mental Health, Developmental Disabilities and Addictive Diseases Planning Board**, provided that the

proposed amendment was submitted in writing to the entire membership at least ten days prior to such meeting, and written approval of the amendment was obtained by the Department Commissioner.

C. Amendments shall be effective immediately upon their adoption unless a specific effective date is included in the motion to adopt.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see Instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

##### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

### Cherokee County, Georgia Agenda Request

SUBJECT: Homeland Security Grant

MEETING DATE: 1/22/2013

SUBMITTED BY: Renee Cornelison, Cherokee County Office of Homeland Security and  
Emergency Management Agency

COMMISSION ACTION REQUESTED:

Accept Georgia Office of Homeland Security Grant and approve Budget Amendment.

FACTS AND ISSUES:

The Georgia Office of Homeland Security has issued a Grantee-Subgrantee Agreement for funding by the Georgia Emergency Management Agency (GEMA) in the amount of \$90,578. There is no match required for this grant.

On December 12, 2012 the Sheriff was notified there were remaining funds from State FY2008 and that Cherokee County was awarded \$90,578 for the term September 1, 2008 to February 28, 2013. The Grantee-Subgrantee Agreement was signed by the Sheriff and returned to GEMA due to the time constraints (all purchases must be made by February 28, 2013). Cherokee County Office of Homeland Security and Emergency Management Agency is going to use the grant funds to purchase equipment for the County SWAT.

BUDGET:

Budgeted Amount:	\$0	Account Name: Federal Safety Grant
Amount Encumbered:	\$0	Account #: 25030-331100-GEMA2
Amount Spent to Date:	\$0	
Amount Requested:	\$90,578	
Remaining Budget:	\$90,578	

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 Budget Amendment to increase revenues and expenditures for FY13 in Fund 250 - Multiple Grant Fund to accept the federal grant monies.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

*(Handwritten signatures in red and blue ink over the signature lines)*

**Cherokee County Board of Commissioners  
Budget Transfer/ Amendment Form**

**Instructions:**

- \* For budget amendments increasing or decreasing the budget revenues must equal expenditures
- \* For budget transfers the net total should equal zero.
- \* Budget transfers within a department within the same fund are allowed with the approval of the County Manager
- \* Any change in the budgeted amounts which would result in an increase or decrease to the budget must be approved by the Board of Commissioners.
- \* The budgeted amounts for salaries and benefits for each department may not be transferred, increased or decreased without the approval of the Board of Commissioners.

**REVENUES:**

Department			
Org Code	Object	Account Name	Amount
25030	331100-GEMA2		90,578.00
			90,578.00

**EXPENDITURES:**

Department			
Org Code	Object	Account Name	Amount
23510555	531600-GEMA2	SMALL EQUIPMENT	40,072.00
23510555	542510-GEMA2	PROTECTIVE EQUIPMENT	50,506.00
			90,578.00

**PURPOSE OF TRANSFER/ AMENDMENT**

ACCEPT FEDERAL GRANT MONIES FOR PURCHASE OF EQUIPMENT FOR  
COUNTY SWAT TEAM.

Department Head Approval: \_\_\_\_\_

*[Handwritten Signature]*

County Manager Approval: \_\_\_\_\_

Date Approved by BOC (please attach a copy of Minutes)

1/22/2013

**GEORGIA EMERGENCY MANAGEMENT AGENCY**  
**FY 2008 DHS HSGP, State Homeland Security Grant Program (SHSP) (SHADED AREAS ARE FOR GEMA USE ONLY)**

State on behalf of local? (Mark One) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	FIPS NO. 057-00000-05	SHEET # 2864	DATE SUBMITTED or REVISED	For SHSP and GASH programs only Date: _____ City: _____ County: _____ State: _____
Federal ID No. 586000799	SUBGRANTEE (Agency/ Department) Cherokee Sheriff's Office	COUNTY Cherokee	GEMA AREA 6	City No. 2008-08-0001
STREET ADDRESS 498 Chattin Drive		Send Contract To (Name/Title): Roger Garrison/ Sheriff		Program Contact (Name/Title): J. Robby Westbrook EMA Director
City, State, ZIP Code Canton, GA 30115		Contract Recipient Phone and Email: 678-614-8959 rwestbrook@cherokeega.com		Program Contact Phone and Email: 678-614-8959 rwestbrook@cherokeega.com

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. Citizens Corps Programs, 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Op), 7. Detection Equipment (DET), 8. Decon (DECON), 9. Medical (MED), 10. Power (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16. Agricultural (Ag), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O), 22. Training (TRG), 23. Exercise (EX), 24. Planning (PLG)

Investment Justification = \_\_\_\_\_ 10 \_\_\_\_\_ Specify on this line the Investment Justification associated with the project to be funded. One per application.  
 Choose one: 1. National Incident Management System and National Response Plan, 2. Strengthen Planning Capabilities Through Regional Collaboration, 3. Infrastructure Protection Program (CI/KR), 4. CBRNE Detection, Response and Decontamination, 5. Improvised Explosives Device (IED) Deterrence, Detection and Response, 6. Georgia's Search and Rescue (GSAR) Program, 7. Congregate Shelter Training and Equipping Program, 8. Medical Surge/Mass Prophylaxis, 9. Agro-Terrorism Defense, 10. Law Enforcement Operations and Investigations, 11. Information Sharing, Dissemination and Security, 12. Interoperable Communication, 13. Citizen Preparedness and Volunteer Efforts, 14. Regional Food and Agriculture Criticality Assessment

Strategic Goal No. = For each requested item, list below the number of the specific State Strategic Plan Goal, Objective and Steps the requested item will further, for example 4.1.1-5.  
 Discipline = LE Specify discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other NOTE: Only ONE discipline per application

COST ESTIMATE						
ITEM NO	CATEGORY	ITEM	STATE GOAL, OBJECTIVE, STEP	QUANTITY	COST EACH	TOTAL COST
001	1	Surefire Flashlights		9	\$125.00	\$ 1,125.00
002	1	Instant Armor Blanket		1	\$36,239.25	\$ 36,239.25
003	12	Polaris Ranger Crew 900 D		1	\$14,266.75	\$ 14,266.75
004	20	PVS GEN Night Vision		17	\$2,291.00	\$ 38,947.00
					<b>TOTAL</b>	<b>\$ 90,578.00</b>

PREPARE J. Robby Westbrook TITLE: EMA Director

23510555-  
 -531600  
 -542510  
 -542510  
 -531600 -  
 GEMA2

GEORGIA EMERGENCY MANAGEMENT AGENCY  
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL  
GOVERNOR



CHARLEY ENGLISH  
DIRECTOR

December 12, 2012

RE: FIPS #057-00000-05  
GAN #2008-GE-T8-0017  
Budget Worksheet #2864  
Cherokee County Sheriff's Office

Honorable Roger Garrison  
Sheriff of Cherokee County  
498 Chattin Drive  
Canton, Georgia 30117

Dear Sheriff Garrison:

On behalf of Governor Nathan Deal, it is our pleasure to award your agency with a Fiscal Year 2008 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to you agency by the Georgia Emergency Management Agency (GEMA). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is \$90,578.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s).

Attached to the Grantee-Subgrantee Agreement are Exhibits A - I. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to the attention of your grants manager **within 14 days of receipt of this letter**. A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Tara Diaz, Grants Manager, at 404-635-7066. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

A handwritten signature in black ink, appearing to read "Angi Whatley", is written over a circular stamp.

Angi Whatley  
Public Assistance Division Director

aw/td

Enclosures

cc: Robby Westbrook, Director  
Cherokee County Emergency  
Management Agency



**FISCAL YEAR 2008 HOMELAND SECURITY GRANT PROGRAM  
GRANTEE-SUBGRANTEE AGREEMENT  
STATE HOMELAND SECURITY PROGRAM**

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), approved the application and awarded grant funding from the Fiscal Year 2008 Homeland Security Grant Program to the Georgia Emergency Management Agency (GEMA) on behalf of the State of Georgia, in accordance with the Consolidated Appropriations Act, 2008, Public Law 110-161. GEMA will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA, as Grantee, **has awarded the amount of \$90,578.00 to Cherokee County Sheriff's Office**, as Subgrantee, in accordance with the **Fiscal Year 2008 Homeland Security Grant Program (HSGP), State Homeland Security Program**.

Under this Agreement, GEMA will execute the interests and responsibilities of the Grantee. The individual designated to represent the State is **Charley English, Authorized Grantee Official**. The State has designated **Ralph Reichert as the Program Manager** of this program. The Subgrantee's Authorized Official has authority to legally bind the Subgrantee and will execute the interests and responsibilities of the Subgrantee. The Subgrantee's Authorized Official is the person whose name appears on page **eight (8)** of this agreement and whose signature appears on page **eight (8)** of this agreement.

**Purpose:** The Subgrantee agrees to use allocated funds only as approved, to comply with the terms, conditions and guidelines as stated within this agreement, and to request reimbursement only for expenditures made in accordance with the Approved Detailed Budget Worksheet (Exhibit D). Any change to the budget worksheet must be requested in writing by the Subgrantee and must be approved by the Program Manager prior to the execution of that change. If a Detailed Budget Worksheet has not been approved or attached to this agreement, a Budget Worksheet for all funding awarded in this subgrant must be approved by the Program Manager and this agreement must be amended to add the approved Budget Worksheet as Exhibit D before any expenditures may be made by or on behalf of the Subgrantee.

**Effective Date:** From September 1, 2008 to February 28, 2013

The Subgrantee agrees that all purchases and expenditures authorized under this program must be completed by the effective end date.

**Exhibits:** Exhibits are attached or attainable via the internet and made a part of this agreement:

- Exhibit A United States Department of Homeland Security (DHS), Preparedness Directorate, Office of Grants and Training (G&T), Office of Grant Operations (OGO) Financial Management Guide (Financial Guide), available on the DHS Web site at:  
[http://www.dhs.gov/xlibrary/assets/Grants\\_FinancialManagementGuide.pdf](http://www.dhs.gov/xlibrary/assets/Grants_FinancialManagementGuide.pdf)
- Exhibit B United States Department of Homeland Security (DHS) Fiscal Year 2008 Homeland Security Grant Program Guidance and Application Kit (DHS Guide), located on the Federal Emergency Management Agency web site at  
[http://www.fema.gov/pdf/government/grant/hsgp/fy08\\_hsgp\\_guide.pdf](http://www.fema.gov/pdf/government/grant/hsgp/fy08_hsgp_guide.pdf)
- Exhibit C NIMS Compliance Form
- Exhibit D Approved Detailed Budget Worksheet(s)
- Exhibit E Payment Request Form

- Exhibit F Standard Assurances – Standard Form 424B (Non-Construction) or Standard Form 424 D (Construction), as applicable
- Exhibit G Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements. OJP Form 4061/6.
- Exhibit H Financial Status Report (FSR) Reporting Form.
- Exhibit I Acknowledgment Form of Receipt of Goods or Services Paid for by the State on Behalf of Subgrantee

### Reimbursement and Reporting Requirements

1. **Payment Request Forms:** Payments to the Subgrantees will be made only upon presentation of the approved Payment Request Form (Exhibit E). Reimbursements from invoices and applicable canceled checks (or other justifying documentation) will only be made for eligible equipment, materials, expenses and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.
2. **State Purchases on behalf of Subgrantee:** GEMA may, with the Written Consent of the Subgrantee, retain and expend grant funding on behalf of the Subgrantee. Before the State will make purchases on behalf of locals the Subgrantee must provide justification, receive approval from GEMA and provide GEMA with the Written Consent for GEMA to expend these funds. If GEMA does agree to retain and expend grant funding on behalf of the Subgrantee, the Subgrantee is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form (Exhibit I) and provide any other documentation or information requested by GEMA. If the Acknowledgement Form is not returned to GEMA in a timely manner, the Subgrantee will be held accountable for payment to the vendor. The Subgrantee will also be accountable for submitting Financial Status Reports (FSR) on a timely basis according to the guidelines in following paragraph.
3. **Financial Status Report (FSR):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA on a quarterly basis through the FSR, which is due within 30 days of the end of each calendar quarter (i.e. for the quarter ending March 31, FSR is due no later than April 30). A copy of this form is attached as Exhibit H to this agreement.
4. **Biannual Strategy Implementation Reports (BSIR):** The Subgrantee shall complete and submit any other reports as requested by GEMA and cooperate and assist GEMA in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subgrantee shall submit information at GEMA's request and direction to assist GEMA in submitting Biannual Strategy Implementation Reports, Categorical Assistance Program Reports and any other necessary reports.
5. **Grant Closeout Report:** Within 60 days after the ending effective date of the subgrant, the Subgrantee shall submit a final FSR and final program report detailing all accomplishments throughout the project. After both of these reports have been reviewed and approved by GEMA, a Closeout Report will be generated indicating the project as being closed and listing any remaining funds that will be deobligated.

## **Audits, Financial Regulations and Guides**

1. **Audits and Monitoring:** The Subgrantee agrees that federal or state officials and auditors or their duly authorized representatives may conduct programmatic, financial and administrative monitoring, audits and examinations. The Subgrantee further agrees that such officials, auditors or representatives shall have access to any books, documents, papers and records of any recipients of this funding and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state funds distributed under the authority of the Fiscal Year 2008 Homeland Security Appropriations Act and this Agreement.

If your entity receives \$500,000 or more in federal assistance (from all federal sources, not just this grant), during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail reports to: Departments of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW Room I-156, Atlanta, Georgia 30334-8400

2. **Laws, Regulations and Program Guidance:** The Subgrantee agrees to comply with all applicable laws, regulations and program guidance. Specifically without limitation, Subgrantee must comply with FEMA's codified regulation 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, including the guidance:

### **A. Administrative Requirements**

- 1) Office of Management and Budget (OMB) Circular A-102, State and Local Governments (10/07/94, amended 08/29/07) (44 CFR Part 13);
- 2) OMB Circular A-110, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (11/19/93, amended 09/30/99) (2 CFR Part 215)

### **B. Cost Principles**

- 1) OMB Circular A-87, State and Local Governments (5/10/04)
- 2) OMB Circular A-21, Educational Institutions (5/10/04)
- 3) OMB Circular A-122, Non-Profit Organizations (5/10/04)

### **C. Audit Requirements**

OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (6/24/97, includes revisions published in the Federal Register 6/27/03)

The subgrantee must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. Referenced CFR sections can be accessed online at [www.ecfr.gpo.access.gov](http://www.ecfr.gpo.access.gov).

3. **OMB Circular A-133:** The Subgrantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the Financial Guide (Exhibit A). If the Subgrantee is required under OMB Circular A-133 to conduct a single audit, the Subgrantee shall provide GEMA with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA with this signed Agreement. Subgrantee shall immediately notify GEMA in writing directed to the Grants Manager at any

future time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

4. **OGO Financial Management Guide:** The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the United States Department of Homeland Security, Preparedness Directorate, Office of Grants and Training, Office of Grant Operations, Financial Management Guide (Exhibit A).
5. **Accounting System:** The Subgrantee agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the subgrantee is managing federal and state financial assistance programs in compliance with the current edition of the Financial Guide (Exhibit A) and all applicable laws and regulations.
6. **Retention and Maintenance of Records:** Subgrantee shall comply with the OMB administrative requirements circulars and the current edition of the Financial Guide (Exhibit A) in retaining and maintaining records pertinent to the subgrant award. All such records shall be retained by the subgrantee for at least three years from the date of the final expenditure report by GEMA to DHS to close out the State of Georgia's 2008 HSGP grant. Refer to the Financial Guide (Exhibit A) for exceptions which would require a longer record retention period.
7. **Withholding of Funds:** GEMA, as the awarding agency, may withhold payments of grant funds to a Subgrantee after proper notification or opportunity to remedy if the Subgrantee demonstrates any of the following:
  - a. Unwillingness or inability to attain program or project goals or to establish procedures that will minimize the time elapsing between the cash drawdowns and expenditures;
  - b. Inability to adhere to guideline requirements or special conditions;
  - c. Improper award and administration of subawards or contracts; and
  - d. Inability to submit reliable and/or timely reports.

Noncompliance by the Subgrantee with the terms or conditions of this Agreement will constitute justification for non-payment of any amounts submitted on the Payment Request Forms.

8. **Payment of Funds to GEMA:** In addition to any other remedies available, the parties agree that GEMA will be entitled to payment from the Subgrantee for any funds paid by the state or for which the state is responsible to pay on behalf of the Subgrantee for which GEMA is unable to receive payment from or will be required to repay the grant funds due to the Subgrantee's failure to cooperate in providing the required documentation showing receipt of the goods or services or other failure on the part of the Subgrantee, including without limitation timely completing and returning to GEMA the Acknowledgment Form attached as Exhibit I.

#### **National Initiatives**

1. Subgrantee agrees to comply with all applicable terms and conditions of the Fiscal Year 2008 Homeland Security Grant Program Guidance (Exhibit B), including without limitation meeting the minimum National Incident Management System (NIMS) Fiscal Year 2008 compliance requirements in the NIMS Compliance section of the DHS Guide and the NIMS Integration Center (NIC). State, territory, tribal and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented the FY 2007 compliance activities, as

determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available through the FEMA NIC at <http://www.fema.gov/emergency/nims/>. In order to assure compliance with NIMS requirements, all terms and conditions of this agreement are predicated and conditional upon the Subgrantee's assurance by completing and signing the NIMS Compliance Form (Exhibit C) and returning the completed and signed form to GEMA along with the signed original Grantee-Subgrantee Agreement. For the next grant period, NIMSCAST will be the required means to report NIMS compliance. For FY 2009 preparedness grant award eligibility, all grant award recipients will be required to submit their compliance assessment via the NIMSCAST by September 30, 2008.

2. Subgrantee agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
3. Subgrantee agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises will be planned, conducted, and evaluated with implementation of improvement in accordance with the guidance in the HSEEP manuals, volumes I through IV, available at <http://hseep.dhs.gov>.
  - (a) Any exercises implemented with grant funds must be threat- and performance-based and should evaluate performance of critical tasks required to respond to the exercise scenario.
  - (b) All funded exercises must be included in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule through the National Exercise Schedule (NEXS) Application, located at <https://www.hseep.dhs.gov/> and must be preapproved by the GEMA Terrorism Emergency Response and Preparedness (TERP) Exercise Program Director.
  - (c) Subgrantee must report to the GEMA TERP Exercise Program Director prior to conducting scheduled exercises and provide the Program Manager with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 45 days following completion of the exercise in accordance with the DHS Guide (Exhibit B).
  - (d) Exercises conducted using HSGP funding must be NIMS compliant, as defined by the 2008 NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at [www.fema.gov/emergency/nims/](http://www.fema.gov/emergency/nims/).

### **Special Conditions**

The Subgrantee agrees to the following conditions:

1. The Subgrantee agrees to use all grant funding awarded from the FY 2008 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the 2006 State Strategic Plan for Terrorism and All-Hazards Preparedness, including goals and objectives, and any respective Urban Area Security Strategies.
2. The Subgrantee agrees that all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2008 Homeland Security Grant Program (HSGP) Guidance and Application Kit (Exhibit B), and to comply with all DHS requirements and cooperate with GEMA to comply with federal and state requirements related to the grant funding.

3. The Subgrantee understands and agrees that any allocations and use of grant funding must support and may only be used to fund the Investments identified in the Investment Justifications which were submitted as part of the State of Georgia's FY 2008 HSGP application.
4. The Subgrantee agrees to sign and comply with the terms and conditions of GEMA's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of a weapons of mass destruction event. Subgrantee shall and sign any other Mutual Aid Agreements GEMA or DHS/FEMA shall deem necessary in order to assure the Subgrantee will fulfill its obligations to render mutual aid.
5. Any Subgrantee receiving funding for purposes of explosive ordnance disposal (EOD), agrees to comply with the following:
  - (a) Each EOD and EOD K-9 team shall report responses via the Georgia Bureau of Investigation (GBI) Response Reporting automated program. This condition shall take effect as soon as the program, currently under development, is available for use.
  - (b) Each local EOD and EOD K-9 team shall contact the GBI by telephone immediately whenever responding outside of its jurisdiction.
6. The Subgrantee agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for the same purposes.
7. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
8. Federal funds provided under this grant program are for 100% reimbursement of all eligible expenditures. Subgrantee will follow procurement standards as stated in the current edition of the Financial Guide (Exhibit A).
9. Subgrantee understands and agrees that compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports for consultant services are required and competitive bidding is encouraged, as explained in the current edition of the Financial Guide (Exhibit A).
10. Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of GEMA and GPD.
11. No elected or appointed official or employee of the Subgrantee shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or from the grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
12. If the Subgrantee violates any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state law or regulation, in addition to any other recourse available, GEMA shall notify the Subgrantee that additional funds for the grant in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA. In addition, GEMA may also withhold or require repayment of all or any portion of

the financial award which has been or is to be made available to the Subgrantee or retained and expended or obligated on behalf of Subgrantee for other projects under this program, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

13. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Program Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
14. Subgrantee acknowledges that GPD reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Subgrantee agrees to consult with GPD through GEMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
15. The Subgrantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
16. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA and/or GEMA to ensure compliance with applicable laws, including: National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898); and Grants Program Directorate Information Bulletin No. 271. Failure of the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subgrantee shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, through GEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater and shall coordinate with GEMA regarding any activities using grant funding that require specific documentation of compliance with federal laws and/or regulations. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities may occur during project implementation, the Subgrantee must obtain preapproval from GEMA and ensure monitoring of any ground disturbance. If any potential archeological resources are discovered, the Subgrantee will immediately cease construction in that area and notify FEMA, through GEMA, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division. Any construction activities that have been initiated prior to the full environmental and historic preservation review will result in a non-compliance finding. Additional information regarding EHP compliance requirements projects funded by this subgrant can be found in the DHS Guide (Exhibit B).
17. Subgrantee agrees to cooperate with GEMA in assuring that any training funded through HSGP funding is reported through the training Information Reporting System ("Web-Forms"), as more fully explained in the FY 2008 Homeland Security Grant Program (HSGP) Program Guidance and Application Kit, Appendix C, page C-4.

18. Subgrantee agrees that funds from the FY 2008 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS Guide (Exhibit B) and with the Grant Programs Directorate Information Bulletin No. 281 dated March 5, 2008, and Information Bulletin No. 288 dated April 25, 2008. Specifically without limitation, the Subgrantee receiving funding to be used for costs related to fusion centers agree to comply with the following:

(a) Use such funds to:

(i) Support the development of a statewide fusion process that corresponds with the "Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines" and Appendix 1 of the National Strategy for Information Sharing: Establishing a National Integrated Network of State and Urban Area Fusion Centers

(ii) Support achievement of baseline levels of capability as defined in the fusion capability planning tool

(iii) Achievement of baseline levels of capability as defined in the fusion capability planning tool

(b) Provide GEMA with certification stating that Subgrantee will assume responsibility for supporting the costs of the hired analysts following the three-year federal funding period.

(c) Provide GEMA with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS Guide (Exhibit B) and Information Bulletin 288.

19. All Subgrantees leveraging FY 2008 HSGP funds in support of information sharing and intelligence fusion and analysis centers are encouraged to leverage available federal information sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN).

20. When implementing GPD-funded activities, the Subgrantee understands and agrees that it must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended.

21. If using subcontractors or contractors, Subgrantee shall, to the extent practicable, use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors.

22. The Subgrantee understands that beginning on July 1, 2007, any public contracts and subcontracts that are funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program.

**Changes to Agreement:** There shall be no changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

#### **Termination**

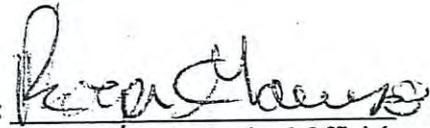
This agreement may be terminated for any or all of the following reasons:

1. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State for failure of the Subgrantee to perform any of the provisions or to comply with any terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subgrantee will be required to submit the final invoice not later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
  
2. Convenience: This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to the other party at least 30 days prior to the effective date of cancellation or termination.
  
3. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of GEMA incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA as of that moment. The certification by the Director of GEMA of the occurrence of either of the events stated above shall be conclusive.

AGREED by all parties:

By: \_\_\_\_\_  
 Authorized Grantee

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

By:   
 Subgrantee's Authorized Official

12-14-2012  
 Signature Date

Sheriff  
 Printed or Typed Name of  
 Subgrantee's Authorized Official

## Exhibit C

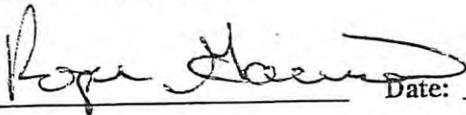
## NIMS Compliance Form

This NIMS Compliance Form **MUST** be completed by each agency requesting or benefiting from funding.

In federal Fiscal Year 2008, state agencies, tribes, and local governments are considered to be in full NIMSD compliance if they have adopted and/or implemented the FY 2007 compliance activities as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. This document describes the actions that jurisdictions must have taken by September 30, 2008 to be compliant with NIMS. Homeland Security Presidential Directive 5 (HSPD-5), Management of Domestic Incidents, requires all federal departments and agencies to adopt and implement the NIMS, and requires state and local jurisdictions to implement the NIMS to receive federal preparedness funding. Please check the box next to each action that your organization has completed. For those actions not completed please provide a one-page summary of the plan to complete these actions and fully implement NIMS. Additional NIMS guidance can be found at: [www.fema.gov/nims](http://www.fema.gov/nims)

- Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- Preparedness/Planning: Establish the community's NIMS baseline against the FY 2005 and FY 2006 implementation requirements. (NIMSCAST and/or Implementation Plan)
- Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- Revise and update local government emergency operations plans (EOPs), standard operating procedures (SOPs), and standard operating guidelines (SOGs) to incorporate NIMS and National Response Framework (NRF) components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.
- Participate in and promote intrastate and interagency mutual aid agreements, to include agreements with the private sector and non-governmental organizations (NGO).
- Implementation plan exists at agency level that identifies personnel to complete the below listed NIMS training requirements.
  - Complete IS-700 NIMS: An Introduction
  - Complete IS-800 NRP: An Introduction
  - Complete ICS 100 and ICS 200 Training
  - Complete ICS 300 Training
- Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.
- Incorporate corrective actions into preparedness and response plans and procedures.
- Inventory community response assets to conform to homeland security resource typing standards.
- To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and local acquisition programs.
- Apply standardized and consistent terminology, including the establishment of plain English communications standards across public safety sector.
- Inventory response assets to conform to NIMS National Resource Typing Definitions, as defined by FEMA's Incident Management Systems Integration Division.

Authorized  
Signature:



Date: 12-16-12

Agency: CHEROKEE SHERIFF'S OFFICE

## Exhibit D

# Exhibit E



# Exhibit F

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

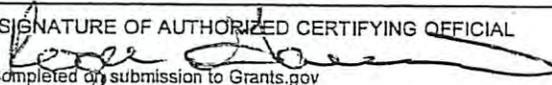
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL    Completed on submission to Grants.gov</p>	<p>* TITLE  SHERIFF</p>
<p>* APPLICANT ORGANIZATION  CHEROKEE SHERIFFS OFFICE</p>	<p>* DATE SUBMITTED  12-16-12  Completed on submission to Grants.gov</p>

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009

Expiration Date 04/30/2008

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  Completed on submission to Grants.gov	* TITLE SHERIFF
* APPLICANT ORGANIZATION CHEROKEE SHERIFFS OFFICE	* DATE SUBMITTED 12-16-12 Completed on submission to Grants.gov

# Exhibit G



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Cherokee Sheriff's Office  
498 Chattin Dr.  
Canton, GA 30115

2. Application Number and/or Project Name

GAN #2008-GE-T8-0017

3. Grantee IRS/Vendor Number

58-6000799

4. Typed Name and Title of Authorized Representative

Sheriff Roger Garrison

5. Signature



6. Date

12-16-12

**GEORGIA EMERGENCY MANAGEMENT AGENCY**

**FY 2008 DHS HSGP, State Homeland Security Grant Program (SHSP) *(SHADED AREAS ARE FOR GEMA USE ONLY)***

State on behalf of local? (Mark One) Yes      No <b>X</b>	FIPS NO. 057-00000-05	SHEET # 2864	DATE SUBMITTED or REVISED	For SHSP and TASH program awards only Law Enforcement Terrorism Prevention Act (Mark One) Yes      No
Federal ID No. 586000799	SUBGRANTEE (Agency/ Department) Cherokee Sheriff's Office	COUNTY Cherokee	GEMA AREA 6	GAN NO. 2008-01-03-0017
STREET ADDRESS 498 Chattin Drive		Send Contract To (Name/Title): Roger Garrison/ Sheriff		Program Contact (Name/Title): J. Robby Westbrook EMA Director
City, State, ZIP Code Canton, GA 30115		Contract Recipient Phone and Email: 678-614-8959 rwestbrook@cherokeega.com		Program Contact Phone and Email: 678-614-8959 rwestbrook@cherokeega.com

Category - Indicate below, must be one of the following: 1. Personal Protective Equipment (PPE), 2. EOD, 3. Citizens Corps Programs, 4. Information Technology (IT), 5. Cyber Security (CS), 6. Interoperable Communications (Inter. Op), 7. Detection Equipment (DET), 8. Decon (DECON), 9. Medical (MED), 10. Power (POW), 11. CBRNE Reference Materials (REF), 12. CBRNE Response Vehicles (VEH), 13. Terrorism Prevention (TP), 14. Physical Security (PS), 15. Inspection and Screening (IS), 16. Agricultural (Ag), 17. Watercraft (WC), 18. Aviation (AIR), 19. CBRNE Logistical Support (LS), 20. Intervention (INT), 21. Other Authorized (O), 22. Training (TRG), 23. Exercise (EX), 24. Planning (PLG)

Investment Justification = 10 Specify on this line the Investment Justification associated with the project to be funded. One per application.  
Choose one: 1. National Incident Management System and National Response Plan, 2. Strengthen Planning Capabilities Through Regional Collaboration, 3. Infrastructure Protection Program (CI/KR), 4. CBRNE Detection, Response and Decontamination, 5. Improvised Explosives Device (IED) Deterrence, Detection and Response, 6. Georgia's Search and Rescue (GSAR) Program, 7. Congregate Shelter Training and Equipping Program, 8. Medical Surge/Mass Prophylaxis, 9. Agro-Terrorism Defense, 10. Law Enforcement Operations and Investigations, 11. Information Sharing, Dissemination and Security, 12. Interoperable Communication, 13. Citizen Preparedness and Volunteer Efforts, 14. Regional Food and Agriculture Criticality Assessment

Strategic Goal No. = For each requested item, list below the number of the specific State Strategic Plan Goal, Objective and Steps the requested item will further, for example 4.1.1-5.

Discipline = LE Specify discipline on this line: Fire, Law Enforcement (LE), EMS, EMA, 911, Other NOTE: Only ONE discipline per application

**COST ESTIMATE**

ITEM NO	CATEGORY	ITEM	STATE GOAL, OBJECTIVE, STEP	QUANTITY	COST EACH	TOTAL COST
001	1	Surefire Flashlights		9	\$125.00	\$ 1,125.00
002	1	Instant Armor Blanket		1	\$36,239.25	\$ 36,239.25
003	12	Polaris Ranger Crew 900 D		1	\$14,266.75	\$ 14,266.75
004	20	PVS GEN Night Vision		17	\$2,291.00	\$ 38,947.00
					<b>TOTAL</b>	<b>\$ 90,578.00</b>

PREPARE J. Robby Westbrook

TITLE: EMA Director

## Exhibit H



# Exhibit I



### Cherokee County, Georgia Agenda Request

SUBJECT: Emergency Medical Services Grant

MEETING DATE: 1/22/2013

SUBMITTED BY: Chief West, Emergency Medical Services

COMMISSION ACTION REQUESTED:

Accept contribution from Georgia Trauma Care Network Commission and approve Budget Amendment

FACTS AND ISSUES:

Cherokee County EMS was selected to receive a contribution in the amount up to \$7,620.15 for the purchase of trauma related equipment. The contribution will be administered by the Georgia Association of EMS.

After purchase of the equipment Chief West will submit an affidavit of expenditure to the GA EMS for reimbursement. There is no match associated with this contribution. Reimbursement will be for actual costs of the trauma equipment or \$7,620.15 – whichever is less.

A Budget Amendment is needed to increase the revenues and expenditures for FY13 for Fund 580 – EMS.

BUDGET:

Budgeted Amount:	\$0	Account Name: EMS Contributions
Amount Encumbered:	\$6,630	Account #: 58090-371000
Amount Spent to Date:	\$0	
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:

Accept contribution by Georgia Trauma Care Network Commission and approve Budget Amendment increase Fund 580 revenues and expenditures.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

The signature lines are filled with handwritten signatures. The top signature is in black ink and appears to be 'Paul West'. The middle signature is in black ink and is less legible. The bottom signature is in blue ink and is also less legible.

**Cherokee County Board of Commissioners  
Budget Transfer/ Amendment Form**

**Instructions:**

- \* For budget amendments increasing or decreasing the budget revenues must equal expenditures.
- \* For budget transfers the net total should equal zero.
- \* Budget transfers within a department within the same fund are allowed with the approval of the County Manager.
- \* Any change in the budgeted amounts which would result in an increase or decrease to the budget must be approved by the Board of Commissioners.
- \* The budgeted amounts for salaries and benefits for each department may not be transferred, increased or decreased without the approval of the Board of Commissioners.

**REVENUES:**

Department			
Org Code	Object	Account Name	Amount
58090	37100	CONTRIBUTIONS/DONATIONS	7,620.15

7,620.15

**EXPENDITURES:**

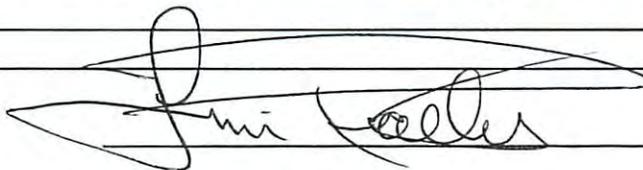
Department			
Org Code	Object	Account Name	Amount
53630000	531600	SMALL EQUIPMNET	7,620.15

7,620.15

**PURPOSE OF TRANSFER/ AMENDMENT**

ACCEPT CONTRIBUTION FROM GEORGIA TRAUMA CARE NETOWRK COMMISSION  
ADMINISTERED BY THE GEORGIA ASSOCIATION OF EMS  
MONIES ARE FOR REIMBURSEMENT OF TRAUMA RELATED EQUIPMENT

**Department Head Approval:**



**County Manager Approval:**

**Date Approved by BOC (please attach a copy of Minutes)**

1/22/2013

## Kristi Thompson

---

**From:** Dan West  
**Sent:** Thursday, December 20, 2012 3:49 PM  
**To:** Kristi Thompson  
**Subject:** FW: GTCNC and GAEMS Equipment Grant Program Year III Award

**From:** Kim Littleton [<mailto:kimberly0630@gmail.com>]  
**Sent:** Wednesday, November 14, 2012 3:38 PM  
**To:** Dan West  
**Subject:** GTCNC and GAEMS Equipment Grant Program Year III Award

Daniel West

Cherokee County Fire and EMS

[dwest@cherokeega.com](mailto:dwest@cherokeega.com)

Daniel West,

Congratulations, your service has been selected to receive an equipment grant in the amount of \$ 7,620.15 to provide your community with trauma related equipment. This grant has been funded by the Georgia Trauma Care Network Commission and will be administered by the Georgia Association of EMS. This grant can be used as reimbursement for **any** trauma related equipment.

### **What you should do now:**

1. Purchase the equipment and send an affidavit (another copy of the affidavit form will be emailed under separate cover) confirming this purchase to [gaemsinc@gmail.com](mailto:gaemsinc@gmail.com).
2. When GAEMS receives a copy of the signed affidavit we will issue to you the lesser of:
  - a. The total amount of the grant *or*
  - b. The amount listed on the affidavit

### **On all correspondence please list:**

- Your name (please print)
- Your service name
- The entity you wish your check to be made payable to
- The complete mailing address where check should be sent.

**Georgia Association of EMS**

P.O. Box 836

Fitzgerald, GA 31750

(229) 423-3379-office

(229) 423-3385-fax

(229) 402-2240-cell

[kimberly0630@gmail.com](mailto:kimberly0630@gmail.com)

--

This email was Anti Virus checked by Astaro Security Gateway. <http://www.astaro.com>

**Affidavit:**

I am the Director of \_\_\_\_\_ EMS. I have been awarded a grant from the Georgia Trauma Care Network Commission in the amount of \_\_\_\_\_. I have purchased:

Item Purchased	Number of Units Purchased	Cost of Each Unit	Total Cost
Total Cost of All Items Purchased			

\_\_\_\_\_ do affirm that the above equipment has been purchased and placed in service  
(Printed name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

# Cherokee County, Georgia Agenda Request

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Agenda No.

1.3

SUBJECT: Final Acceptance  
Three Branches Subdivision

MEETING DATE: January 22, 2013

SUBMITTED BY: Geoffrey E. Morton

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COMMISSION ACTION REQUESTED:

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Three Branches Subdivision.

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FACTS AND ISSUES:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the Three Branches Subdivision. Based upon their recommendation these projects meet the development standards of Cherokee County and it is recommended that all public rights-of-way, roadways and appurtenant drainage structures be accepted for County maintenance.

Included are:	Three Branches Drive	2,419 LF
	Stillwater Cove	176 LF
	Three Branches Court	439 LF
	Gardner Court	105 LF

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BUDGET:

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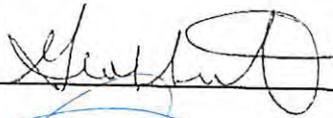
ADMINISTRATIVE RECOMMENDATION:

Final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Three Branches Subdivision.

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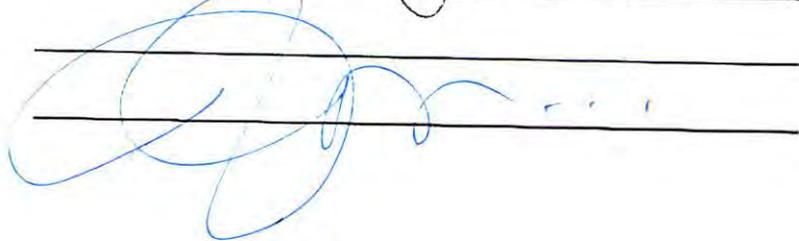
REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:





## Cherokee County Government

ENGINEERING DEPARTMENT

1130 Bluffs Parkway – Canton, Georgia 30114

678-493-6077 – Fax 678-493-6088

January 7, 2012

Mr. L. B. Ahrens, Jr., Chairman  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, Georgia 30114

**Re: Final Acceptance – Three Branches Subdivision  
Including all or part of: Three Branches Drive (2,415.09 L.F.), Stillwater  
Cove (176.15 L.F.), Three Branches Court (438.97 L.F.), and Gardner Court  
(105.15 L.F.)**

Dear Chairman Ahrens:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the aforementioned project. Based upon this information, we conclude that this project meets the Development Standards of Cherokee County.

Therefore, we recommend that the Board of Commissioners accept the rights-of-way, roadways and appurtenant drainage structures within this project for maintenance by Cherokee County.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kenny Phelps".

Kenny Phelps  
Development Inspection Manager

A handwritten signature in cursive script, appearing to read "Geoffrey E. Morton".

Geoffrey E. Morton, P.E.  
County Engineer

GEM/jcc



**Cherokee County Government**  
ENGINEERING DEPARTMENT  
1130 Bluffs Parkway – Canton, Georgia 30114  
678-493-6077 – Fax 678-493-6088

**RESOLUTION**

**A Resolution accepting** the streets or portions of streets within **Three Branches Subdivision** for County Maintenance.

**Whereas**, it is hereby found and determined that all or a portion of **Three Branches Drive (2,415.09 L.F.)**, **Stillwater Cove (176.15 L.F.)**, **Three Branches Court (438.97 L.F.)**, and **Gardner Court (105.15 L.F.)** do meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

**Now Therefore**, be it resolved by the Board of Commissioners of Cherokee County all or a portion of **Three Branches Drive (2,415.09 L.F.)**, **Stillwater Cove (176.15 L.F.)**, **Three Branches Court (438.97 L.F.)** and **Gardner Court (105.15 L.F.)**, having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Three Branches Subdivision** and located in **Land Lot 912 of the 15<sup>th</sup> District, 2<sup>nd</sup> Section** of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
**L.B. Ahrens, Jr., Chairman**

**Attest:**

\_\_\_\_\_  
**Christy Black, County Clerk**

# Cherokee County, Georgia Agenda Request

SUBJECT: Secretary Position for State Court Judge      MEETING DATE: January 22, 2013

SUBMITTED BY:      Jerry W. Cooper, County Manager

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COMMISSION ACTION REQUESTED:

Approve Budget Amendment reducing Indigent Defense Budget by \$40,000 and increasing State Court Budget by \$40,000 to allow the creation of a secretary for the 3<sup>rd</sup> State Court Judge.

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FACTS AND ISSUES:

Buddy Templeton, Interim Director of Indigent Defense, has agreed to reduce the Court Appointed Attorney funding by \$40,000 in order to allow the creation of a secretary for the 3<sup>rd</sup> State Court Judge – Judge Homier.

---

BUDGET:

Budgeted Amount: \$0

Account Name: See Attached

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested: \$40,000

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.

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ADMINISTRATIVE RECOMMENDATION:

Approve budget amendment and creation of secretary for State Court Judge.

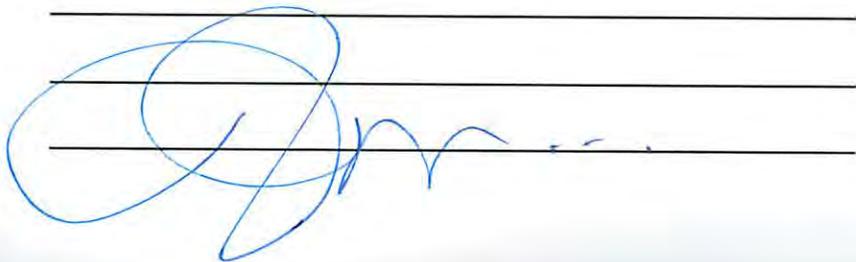
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REVIEWED BY:

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

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

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



**Cherokee County Board of Commissioners  
Budget Transfer/ Amendment Form**

**Instructions:**

- \* For budget amendments increasing or decreasing the budget revenues must equal expenditures.
- \* For budget transfers the net total should equal zero.
- \* Budget transfers within a department within the same fund are allowed with the approval of the County Manager.
- \* Any change in the budgeted amounts which would result in an increase or decrease to the budget must be approved by the Board of Commissioners.
- \* The budgeted amounts for salaries and benefits for each department may not be transferred, increased or decreased without the approval of the Board of Commissioners.

**REVENUES:**

Department			
Org Code	Object	Account Name	Amount

**EXPENDITURES:**

Department			
Org Code	Object	Account Name	Amount
12165000	521204	Court Appointed Attorney	(40,000.00)
12300000	511100	Regular Employees	28,000.00
12300000	512101	Group Insurance - Health	5,205.00
12300000	512102	Group Insurance - Life	80.00
12300000	512103	Group Insurance - Dental	400.00
12300000	512104	Group Insurance - LT Disability	150.00
12300000	512105	Group Insurance - ST Disability	25.00
12300000	512200	FICA	1,736.00
12300000	512300	Medicare	404.00
12300000	531660	Non Asset Computer Equipment	4,000.00
12300000	512403	Defined Benefit Plan	1,680.00
12300000	512404	Defined Benefit Plan Reduction	(1,680.00)

**PURPOSE OF TRANSFER/ AMENDMENT**

Reduce Indigent Defense budget for estimated savings related to new probation revocation process, and transfer this amount to the State Court budget to hire a secretary for Judge Homier.

**Department Head Approval:**

*Janella Funk for G. Dempleton*  
per attached

**County Manager Approval:**

**Date Approved by BOC (please attach a copy of Minutes)**

## Janelle M. Funk

---

**From:** Jerry Cooper  
**Sent:** Wednesday, January 09, 2013 4:53 PM  
**To:** Janelle M. Funk  
**Cc:** George R. Templeton  
**Subject:** RE: Indigent Defense Budget

Yes, please submit the budget amendment to me and I will request approval on the 22<sup>nd</sup>. Thanks to you both for working with me on a solution.

Kindest regards,  
Jerry



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**From:** Janelle M. Funk  
**Sent:** Wednesday, January 09, 2013 4:50 PM  
**To:** Jerry Cooper  
**Cc:** George R. Templeton  
**Subject:** RE: Indigent Defense Budget

Jerry,

I met with Buddy this afternoon. He is expecting to save a significant amount from changes in the probation revocation process. Based on our discussion, we agree the Indigent Budget can be cut by \$40,000. Even by doing this – there will still be room in the budget to make organization changes if/when a new Director is hired.

Would you like me to create a Budget Amendment to decrease Indigent Defense’s “Court Appointed Attorney” account and increase State Court’s “Salaries and Benefits” account? I know because this impacts headcount and Salaries it will require BOC approval – but if you would like I can get this ready for you – then you can add to a future BOC agenda whenever you are ready.

Thank you!

Janelle Funk, CFO  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, GA 30114  
678-493-6025  
[jfunk@cherokeega.com](mailto:jfunk@cherokeega.com)

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**From:** Jerry Cooper  
**Sent:** Friday, January 04, 2013 4:13 PM  
**To:** George R. Templeton  
**Cc:** Janelle M. Funk  
**Subject:** Indigent Defense Budget

Buddy,

I wanted to ask if you think you can reduce the indigent defense budget by \$40,000 to allow me to authorize hiring of a secretary for Judge Homier. Based on 2012 annualized spend, it would appear the 2013 budget can handle the reduction but I have copied Janelle to confirm and to work with you to ensure the budget can withstand the reduction.

Kindest regards,  
Jerry



**Jerry W. Cooper**

Cherokee County  
County Manager

(678) 493-6008 Work

(678) 283-1196 Mobile

[jcooper@cherokeeega.com](mailto:jcooper@cherokeeega.com)

1130 Bluffs Parkway

Canton, GA 30114

<http://www.cherokeeega.com>

## Cherokee County, Georgia Agenda Request

SUBJECT: Purchase of Patrol Vehicles

MEETING DATE: January, 22, 2013

SUBMITTED BY: Stacey Williams, Sheriff's Office

**COMMISSION ACTION REQUESTED:**

Consider approval to purchase twelve (12) new vehicles for the Cherokee Sheriff's Office from Cherokee Dodge and Hardy Chevrolet in the amount of \$403,161.00.

**FACTS AND ISSUES:**

The Sheriff's Office is in need of twelve (12) new patrol vehicles (9 Chargers and 3 Tahoe) due to the high mileage on the current fleet of patrol vehicles. The Sheriff's Office plans to purchase the vehicles using SPLOST funds allocated for this budget year. The Sheriff's Office will auction (12) old vehicles and replace with the new vehicles.

Cherokee Dodge was the low bidder of the Dodge Charger at \$32,317.00. Other bidders included Akin Dodge (state contractor holder) - \$33,256.00 and Hometown Dodge - \$33,922.00.

Hardy Chevrolet (state contract holder) was the low bidder of the Chevrolet Tahoe at \$35,412.00. Other bidders included Brannen Motor Company - \$39,781.00 and Defender Supply - \$43,984.00.

**BUDGET:**

Budgeted Amount:	Account Name: SPLOST 12
Amount Encumbered:	Account #: 33312000-542200-67500
Amount Spent to Date:	
Amount Requested: \$403,161.00	
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:** To approve the request by Cherokee Sheriff's Office to purchase twelve (12) new patrol vehicles.

**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# New Vehicle Proposal

Cherokee Dodge

Richard Bishop

2013- Dodge Charger White:

**\$22,160.00**

5.7L Hemi 370 HP

Full size spare tire and rim

Driver's side spot light

Black vinyl floor covering

Power heated mirrors

INOP RR Lock/window/handle(s)

PartNo	Description	UM	QtyOrd	UnitPrc	Extension
XSPSHOPX22768	LPX45PKG - LPX45PKG - LP	EA	1	1,625.000	1,625.00
RSB03ZCR	TIR3 HORIZONTAL MNT BLUE	EA	2	50.000	100.00
XSPSHOPX22769	39 - EAGLE II DUAL ANTEN	EA	1	1,400.000	1,400.00
XSPSHOPX22770	#3423 G3 VISION VALUE PA	EA	1	4,865.000	4,865.00
XSPSHOPX22771	425-6175 - CHARGER CONSO	EA	1	270.000	270.00
XSPSHOPX22772	425-2968 - Assembly 3 12	EA	1	32.350	32.35
XSPSHOPX22773	P5604C11A - Center Slidi	EA	1	420.000	420.00
5076	PUSH BUMPER, CHARGER 201	EA	1	185.000	185.00
XSPSHOPX22774	425-5597 - Console Side	EA	1	260.000	260.00
INSTALL	INSTALLATION OF EQUIP PE	EA	1	999.950	999.95

Sub Total 10,157.30

**Diversified Electronics**

Motorola PM 1500 VFH Radio	1,200.00
Motorola +3DB Gain Antenna	66.41
Install Equipment	135.00

**Chandler Graphics**

Striping on vehicle	295.00
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**Total for vehicle with equipment** **\$34,013.71**

**Total for vehicle without Radio** **\$32,612.30**

## 2013 MODEL YEAR GOVERNMENT BID PRICING CHECKLIST

Yellow cells contain formulas and are protected.

Enter the Factory Wholesale (FWP) and MSRP first for best results.

Body Model	Insert body model	Holdback Formula @ MSRP	
<b>FACTORY WHOLESALE PRICE (FWP)</b>	\$29,668	<b>BASE MSRP PRICE</b>	\$30,965
<b>Factory Wholesale Options</b>		<b>MSRP Options</b>	
BLACK VINYL FLOOR	\$0	BLACK VINYL FLOOR	\$0
FULL SIZE SPARE	\$142	FULL SIZE SPARE	\$160
DRIVERS SPOT LAMP	\$178	DRIVERS SPOT LAMP	\$200
INOP REAR DOOR LOCKS	\$22	INOP REAR DOOR LOCKS	\$25
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
	\$0		\$0
<b>SUBTOTAL OPTIONS</b>	<b>\$342</b>	<b>SUBTOTAL OPTIONS</b>	<b>\$385</b>
<b>SUBTOTAL WHOLESALE PRICE</b>	<b>\$30,010</b>	<b>TOTAL MSRP WITH OPTIONS</b>	<b>\$31,350</b>
		<b>HOLDBACK (3% of Base MSRP with options)</b>	<b>\$941</b>
<b>BID DISCOUNTS</b>		<b>Delivery Allowance Formula @ Base MSRP</b>	
Less-Holdback (3% of Base MSRP with options)	\$941	<b>DELIVERY ALLOWANCE(1% of Base MSRP no options)</b>	<b>\$310</b>
Less - MAF (Market Advertising Fund)		<div style="background-color: #4f81bd; color: white; padding: 2px;"><b>COMMENTS</b></div> Insert information to help identify this quote (bid #, agency name, etc.)	
Less - Delivery Allowance - (4ES)	\$310		
Less - Bid Allowance	\$6,000		
<b>SUBTOTAL TOTAL BID DISCOUNTS</b>	<b>\$7,250</b>		
<b>OTHER CHARGES</b>			
Add + Destination Charge	\$0		
Add + Billable Fuel	\$0		
Add + License & Titling	\$0		
Add + Additional Agency Fees	\$0		
Add + Local Delivery Charges	\$0		
Add + Non Factory Upfit Equipment	\$0		
Add + Dealer Profit	\$0		
Add + Other Charges	\$0		
Cherokee County Discount	-\$600		
<b>SUBTOTAL OTHER CHARGES</b>	<b>-\$600</b>		
<b>TOTAL BID PRICE</b>	<b>\$22,160</b>		

THIS CHART IS MEANT AS A TOOL. ALWAYS VERIFY PRICING.

Bid allowances are associated with specific code guides. It is imperative that the code guides stipulated in the bid allowance proposal are used to price bid vehicles. DO NOT USE the most current pricing reflected in the VOIM On-Line ordering system.

MAF (Marketing Advertising Fund) may be obtained from the dealership management, FIC 800-999-3533, or Regional Government Sales Manager.



# New Vehicle Proposal

Akins Dodge

Roz Icenhour

2013- Dodge Charger White:

**\$23,099.04**

5.7L Hemi 370 HP

Full size spare tire and rim

Driver's side spot light

Black vinyl floor covering

Power heated mirrors

INOP RR Lock/window/handle(s)

PartNo	Description	UM	QtyOrd	UnitPrc	Extension
XSPSHOPX22768	LPX45PKG - LPX45PKG - LP	EA	1	1,625.000	1,625.00
RSB03ZCR	TIR3 HORIZONTAL MNT BLUE	EA	2	50.000	100.00
XSPSHOPX22769	39 - EAGLE II DUAL ANTEN	EA	1	1,400.000	1,400.00
XSPSHOPX22770	#3423 G3 VISION VALUE PA	EA	1	4,865.000	4,865.00
XSPSHOPX22771	425-6175 - CHARGER CONSO	EA	1	270.000	270.00
XSPSHOPX22772	425-2968 - Assembly 3 12	EA	1	32.350	32.35
XSPSHOPX22773	P5604C11A - Center Slidi	EA	1	420.000	420.00
5076	PUSH BUMPER, CHARGER 201	EA	1	185.000	185.00
XSPSHOPX22774	425-5597 - Console Side	EA	1	260.000	260.00
INSTALL	INSTALLATION OF EQUIP PE	EA	1	999.950	999.95
				Sub Total	10,157.30

**Diversified Electronics**

Motorola PM 1500 VFH Radio	1,200.00
Motorola +3DB Gain Antenna	66.41
Install Equipment	135.00

**Chandler Graphics**

Striping on vehicle	295.00
---------------------	--------

**Total for vehicle with equipment** **\$34,952.75**

**Total for vehicle without radio** **~~\$33,551.34~~**

**Diversified Electronics**

Motorola PM 1500 VFH Radio	1,200.00
Motorola +3DB Gain Antenna	66.41
Install Equipment	135.00

**Chandler Graphics**

Striping on vehicle	295.00
---------------------	--------

**Total for vehicle with equipment** **\$32,986.75**

# AKINS FORD DODGE JEEP CHRYSLER GOVERNMENT SALES

**ROZ ICENHOUR**

220 W MAY STREET, WINDER GA 30680

770.868.5271 800.282.7872

FAX 770.307.1952

[RICENHOUR@AKINSONLINE.COM](mailto:RICENHOUR@AKINSONLINE.COM)

## 2013 DODGE CHARGER PURSUIT VEHICLE

**BASE PRICE \$22182.45**

EQUIPMENT INCLUDED IN BASE PRICE	OPTIONS	PRICE	CODE
3.6L HIGH-OUTPUT V6 ENGINE (291HP)	<b>5.7L HEMI 370 HP</b>	<b>\$ 431.59</b>	<b>24A</b>
5-SPEED AUTOMATIC REAR-WHEEL DRIVE	FULL SIZE SPARE TIRE	\$ 142.00	TBW
ENGINE HOUR METER	DRIVERS SPOT LAMP	\$ 178.00	LNF
ALL SPEED TRACTION CONTROL	LED SPOT LAMP M/H ABOVE OPTION	\$ 134.00	LNK
POLICE ABS 4-WHEEL HD DISC BRAKES	BLACK VINYL FLOOR COVERING	\$ 89.00	CKJ
P225/60R18 BSW PERFORMANCE TIRES	ENTIRE FLEET KEYED ALIKE	\$ 37.00	GXA
SUPPLEMENTAL SIDE CURTAIN AIR BAGS	POWER HEATED MIRRORS	\$ 53.00	GUK
POWER DOOR LOCKS/POWER WINDOWS	STREET APPEARANCE GROUP*	\$ 441.00	AEB
POWER DRIVER'S SEAT	CLOTH FRONT / VINYL REAR BENCH	\$ 107.00	X5DV
AM/FM CD PLAYER	FULL SIZE WHEEL COVERS	\$ 27.00	W8A
SPEED CONTROL	TWO TONE PAINT	\$ 1,000.00	DLR
CARPET FLOORING COVERING w/FLOOR MATS	CONVENIENCE GROUP*	\$ 823.00	AHM
CLOTH BUCKET FRONT/CLOTH REAR BENCH	INOP RR LOCK/WINDOW/HANDLE(S)	\$ 23.00	CW6
2.65 REAR AXLE RATIO	CONNECTIVITY GROUP *	\$ 352.00	AAJ
PUSH TO START/STOP ENGINE	3.06 REAR AXLE RATIO HEMI ONLY	\$ -	DMP
AIR CONDITIONING	DELIVERY		
REMOTE KEYLESS ENTRY	EQUIPMENT PACKAGE		
MINI SPARE TIRE	TOTAL PRICE <b>\$23099.09</b>		

EXTERIOR COLORS	
PSC BILLET SILVER	NO ADDITIONAL CHARGE
PXR PITCH BLACK	NO ADDITIONAL CHARGE
PAU GRANITE CRYSTAL	NO ADDITIONAL CHARGE
PW7 BRIGHT WHITE	NO ADDITIONAL CHARGE
PBX JAZZ BLUE	NO ADDITIONAL CHARGE
PLB COPPERHEAD	NO ADDITIONAL CHARGE
PWD IVORY 3 COAT	\$ 445.00
PS2 BRIGHT SILVER	\$ 445.00
PWL WHITE GOLD	\$ 445.00
PB5 ELECTRIC BLUE	\$ 445.00
PB8 MIDNIGHT BLUE	\$ 445.00
P76 SHERIFF'S TAN	\$ 445.00
PRY REDLINE 3 COAT	\$ 445.00
P79 MICHIGAN BLUE	\$ 445.00

- \*STREET APPEARANCE GROUP:**
- FULL LENGTH FLOOR CONSOLE
  - ILLUMINATED FRONT CUPHOLDERS
  - POWER HEATED MIRRORS
  - FOG LAMPS
  - CHROME GRILL
  - POWER HEATED MIRRORS
  - 18x7.5" ALUMINUM WHEELS
  - REAR STABILIZER BAR
  - FRONT/REA FOG LAMPS
  - FRONT READING/MAP LAMPS
  - REAR STABILIZER BAR

- \*CONNECTIVITY GROUP:**
- RR VIEW AUTO DIM MIRROR W/MICROPHONE
  - BLUETOOTH STREAMING AUDIO
  - UCONNECT VOICE COMMAND W/BLUETOOTH

- \*CONVENIENCE GROUP:**
- POWER DRIVER/PASS 4-WAY LUMBAR ADJUST
  - POWER DRIVER/PASSENGER SEATS
  - POWER ADJUSTABLE PEDALS

About 4500  
to 5000 for  
Equipment  
Package

# New Vehicle Proposal

Hometown Dodge

Opelika, Alabama

Butch Adkins

2013- Dodge Charger White:

**\$23,765.00**

5.7L Hemi 370 HP

Full size spare tire and rim

Driver's side spot light

Black vinyl floor covering

Power heated mirrors

INOP RR Lock/window/handle(s)

PartNo	Description	UM	QtyOrd	UnitPrc	Extension
XSPSHOPX22768	LPX45PKG - LPX45PKG - LP	EA	1	1,625.000	1,625.00
RSB03ZCR	TIR3 HORIZONTAL MNT BLUE	EA	2	50.000	100.00
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XSPSHOPX22770	#3423 G3 VISION VALUE PA	EA	1	4,865.000	4,865.00
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XSPSHOPX22774	425-5597 - Console Side	EA	1	260.000	260.00
INSTALL	INSTALLATION OF EQUIP PE	EA	1	999.950	999.95

Sub Total 10,157.30

**Chandler Graphics**

Striping on vehicle

295.00

**Total for vehicle with equipment**

**\$34,217.30**



ALABAMA  
Department of Finance  
Division of Purchasing

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Purchasing Home Active Contracts Open ITBs ITB Responses Awarded Bids Vendor Registration Rules & Regs Purchasing Links Login

T191L Vehicles - Law Enforcement Contract:

*Fleet Account  
00147*

**Please Read Carefully Before Viewing Contract**

The contract ending date can be misleading if you do not understand the terms and conditions. This contract is for Model Year Only and the manufacturer determines the actual ending date. Delivery dates are estimates only. Dealers do not have control over production schedules.

[Click here to view Entire Contract - T191L - VEHICLES - LAW ENFORCEMENT](#)

[Vehicle Policy and Forms](#)

[Click here for Vendor Contact Information](#)

Below is an outline of all the law enforcement vehicles awarded on contract T191L - Please view the entire contract for terms and conditions, vendor information, complete specifications.

**Listing of Law Enforcement Vehicles Awarded on Contract T191L**

Contract Number	Contract Line #	Commodity Number	Model	Price	Vendor	Mfr Close-Out Date
4012396	00001	070-08-081306	Chevrolet Caprice	25,859.00	Capitol Chevrolet	
4012397	00002	070-08-081307	Chevrolet Impala	19,762.83	Woodson Jones	
4012398	00003	070-08-086459	Ford Interceptor Sedan	21,978.61 <del>20,000</del>	Stivers Ford	
4012399	00004	070-08-089721	Dodge Charger	21,767.00	Hometown	
4012397	00005	070-08-081308	Chevrolet Suburban	31,166.84	Woodson Jones	
4012396	00006	070-08-081310	Chevrolet Tahoe PPV	25,619.00	Capitol Chevrolet	
4012397	00007	070-07-081317	Chevrolet Tahoe SSV	28,487.05	Woodson Jones	
4012397	00008	070-08-081344	Chevrolet Tahoe Hybrid	45,432.25	Woodson Jones	
4012400	00009	070-08-081349	Dodge Durango	24,023.00	Ben Atkinson	
4012401	00010	070-08-081350	Ford Expedition SSV	25,740.00	Chuck Stevens	
4012398	00011	070-08-081305	Ford Interceptor Utility	23,839.03	Stivers Ford	
4012396	00012	070-08-081345	Chevrolet Silverado 1500	15,979.00	Capitol Chevrolet	
4012397	00013	070-08-081346	Chevrolet Silverado 1500 Hybrid	33,967.88	Woodson Jones	
4012400	00014	070-08-081347	Dodge Ram	22,112.00	Ben Atkinson	
4012402	00015	070-08-081351	Ford F150 Crew Cab 2WD	21,833.50	Long Lewis	
4012402	00016	070-08-081352	Ford F150 Ext Cab 2WD	18,381.50	Long Lewis	
4012401	00017	070-08-081353	Ford F150 Crew Cab 4WD	24,768.00	Chuck Stevens	
4012402	00018	070-08-081354	Ford F150 Ext Cab 4WD	21,415.50	Long Lewis	
4012397	00019	070-08-081348	Chevrolet Express	20,319.39	Woodson Jones	
4012401	00020	070-08-081356	Ford E350	20,799.00	Chuck Stevens	
	01000	070-08-081349	Vehicle Options	Dealer Cost	All Vendors	

*K 23,765*  
*Butch Adkins 800-264-8049*  
*James McCoy*  
*JEM17@DaimlerChrysler.com*

\* Note: Even though the dealer is unable to take orders after the manufacturer's close-out date it might benefit you to check with the dealer to see if they have a vehicle in stock.

**Paul A. Mazzuca**

---

**From:** Kyle Pippin [KPippin@lawsupply.com]  
**Sent:** Monday, December 17, 2012 10:15 AM  
**To:** Paul A. Mazzuca  
**Subject:** UPDATED QUOTE

Hey Paul,  
I added in the G3 Vision to your quote below.

**Kyle Pippin**  
Vice President of Law Enforcement Supply

800 522 8949 x1300  
770 480 8732 mobile  
770 800 9003 fax



**Remit To:**  
Chief Supply  
PO Box 602763  
Charlotte, NC 28260-2763  
  
P 800.733.9281  
F 541.485.0927  
[www.chiefsupply.com](http://www.chiefsupply.com)

Order Quote

Your Quote# 961762  
Quote Date 12/04/12  
Your account rep is : BRIAN MILLS  
Order taken by : William K Pippin

Time *Changes*

Account# 300465  
CHEROKEE CSO  
ACCOUNTS PAYABLE  
498 CHATTIN DRIVE  
CANTON, GA 30115-8240

Ship-to 0  
CHEROKEE COUNTY SHERIFF'S OFFICE  
TECHNICAL SERVICES  
LAW ENFORCEMENT SUPPLY  
1257 KENNESTONE CIR STE H  
MARIETTA, GA 30066-7405

Contract: None  
Ship via INSTALL SHOP from MARIETTA, GA warehouse.

PartNo	Description	UM	QtyOrd	UnitPrc	Extension
XSPSHOPX22768	LPX45PKG - LPX45PKG - LP	EA	1	1,625.000	1,625.00
RSB03ZCR	TIR3 HORIZONTAL MNT BLUE	EA	2	50.000	100.00
XSPSHOPX22769	39 - EAGLE II DUAL ANTEN	EA	1	1,400.000	1,400.00
XSPSHOPX22770	#3423 G3 VISION VALUE PA	EA	1	4,865.000	4,865.00
XSPSHOPX22771	425-6175 - CHARGER	EA	1	270.000	270.00

CONSO					
XSPSHOPX22772	425-2968 - Assembly 3 12	EA	1	32.350	32.35
XSPSHOPX22773	P5604C11A - Center Slidi	EA	1	420.000	420.00
5076	PUSH BUMPER, CHARGER 201	EA	1	185.000	185.00
XSPSHOPX22774	425-5597 - Console Side	EA	1	260.000	260.00
INSTALL	INSTALLATION OF EQUIP PE	EA	1	999.950	999.95

Sub Total	10,157.30
Freight	
Handling	
Tax	
Total	10157.30

WE ARE AN EQUAL OPPORTUNITY EMPLOYER.  
 THANK YOU FOR YOUR CONTINUED BUSINESS.  
 THIS QUOTE IS AUTHORIZED BY BRIAN MILLS

**Quote good for 30 days from issuance. After 30 days please call your representative to confirm pricing and re-issue the quote. Standard freight charges apply unless otherwise specified.**

I understand that any returns are subject to the return policies of the manufacturer (up to a 50% restocking charge) plus shipping and handling fees. I acknowledge that all items that are customized to a customer's specifications (includes but is not limited to badges, gun racks, embroidery, screen printing, heat press, and helmet fronts) cannot be returned unless it is the vendor's error. All customized items are required to be approved by the customer for accuracy prior to the order being submitted to the manufacturer. My written or electronic approval of this order as presented here confirms that I accept these terms and agree to pay all fees attributed to any error on my part. I confirm that I am an authorized purchaser and commit to forward any invoice for prompt payment processing.

I understand that terms of payment are NET-30.

x \_\_\_\_\_

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# INTERCEPTOR

**PUBLIC SAFETY PRODUCTS**

**P.O. Box 817 \* 1110 Indian Springs Drive \* Forsyth, GA 31029**

**Office: (478) 974-0105 \* Fax (478) 994-4497\* Fax (478) 994-4488 \* Toll Free (866) 834-4375**

SHIPPED VIA	QUOTE NUMBER	FOB	P O NUMBER	DATE
	DS-1093			1/14/2013

SOLD TO: <b>**QUOTE**</b>	ATTN: <b>* PAGE 1</b>
Cherokee County Sheriff's Office Canton, Ga.	<a href="#">INSTALL CUSTOMER PROVIDED RADIOS: (MOTOROLA MP/PM 1500 - 2 PIECE)</a>
<a href="#">P.O.C.: Paul Mazucca, Fleet Manager pamazucca@cherokeega.com</a>	
Phone Number	Fax Number
678 749-0133	

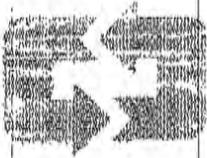
**\*\*QUOTE GOOD FOR 60 DAYS\*\***

VEHICLE INFORMATION		
MAKE: DODGE	VIN#:	
MODEL CHARGERS	KEY TAG#:	
YEAR: 2013	ARRIVAL DATE:	
UNIT STOCK NUMBER:	ODO:	

QTY	PART NUMBER	PACKAGE DESCRIPTION	UNIT	TOTAL
1	SX8BBRR	WHELEN LIBERTY SX SERIES SUPER-LED LIGHTBAR, B/R		1,690.00
2	SLDBB	INBOARD SUPER LED DIRECTIONAL LIGHTS, BLUE		
2	SLDRR	INBOARD SUPER LED DIRECTIONAL LIGHTS, RED		
1	SLDBR	INBOARD SUPER LED DIRECTIONAL LIGHTS, BLUE/RED		
1	SPALF1	TWO LR11 LED FLASHING ALLEY LIGHTS, HORIZONTAL ADJ		
1	SXTLS1	TWO LR11 LED FLASHING TAKE-DOWN LIGHTS, HORIZ. ADJ		
1	425-2968	JOTTO DESK FACE PLATE W/ POWER OUTLETS		30.00
1	MKEZ82	WHELEN LIBERTY LIGHTBAR MOUNTING KIT		0.00
2	SSFPOS	HEADLIGHTS/TAILLIGHTS FLASHERS	40.00	80.00
1	425-6636	JOTTO DESK CONSOLE W/ DUAL CUPHOLDER		230.00
1	425-6036	JOTTO DESK STORAGE W/ ADJUSTABLE ARM REST		105.00
1	5076	GO RHINO PUSH BUMPER		195.00
1	5076W	GO RHINO PUSH BUMPER WRAPS		164.00
3	RSB03ZCR	WHELEN TIR 3, BLUE, TAG/PUSH BUMPER FRONT/SIDE	58.00	174.00
3	RSR03ZCR	WHELEN TIR 3, RED, TAG/PUSH BUMPER FRONT/SIDE	58.00	174.00
1	RBKT6	WHELEN TAG BRACKET FOR TIR 3		11.00
1	3423	KUSTOM SIGNAL G3 VISION CAMERA SYSTEM		6,038.00
1	425-5640	JOTTO DESK LAPTOP MOUNT/FLOOR PLATE COMBO		248.00
1	295SLSA6	WHELEN SIREN-LIGHT CONTROL W/ PA, 200 WATT OUTPUT		200.00
1	SA315P	WHELEN 100 WATT SPEAKER W/ BRACKET		160.00
1	10772/36750	1/4 WAVE BLACK VHF ANTENNA W/ COAX		30.00
1	HOT/WIRE	RUN HOT AND GROUND WIRE FOR RADIO TO CONSOLE		0.00
1	39	KUSTOM EAGLE II Ka BAND, DUAL ANTENNA W/TRU TRAK		1,699.00
1	425-6130	JOTTO FACEPLATE FOR RADIO: MOTOROLA MP/PM 1500		24.00
				<b>CONT.</b>



1290 Field Parkway Marietta, GA 30066 Phone 770-427-8181 FAX 770-427-3069



**DIVERSIFIED  
ELECTRONICS  
INCORPORATED**

**EQUIPMENT / INSTALLATION PROPOSAL**



**MOTOROLA  
SOLUTIONS**  
Premier Service Partner

**CUSTOMER** Cherokee Co. Sheriff's Dept.

2013 Dodge Charger

Contact Paul Mazzuca

Phone cell 678-300-3711 fax 770-345-3228

Date December 4, 2012

QUOTE  
NUMBER  
**121204-1147**

**MATERIALS**

Prepared By **Scott Seed**

LINE ITEM	QTY	PART #	DESCRIPTION	PRICE	TOTAL
1	1	GOLDEN EAG GEN II	Kustom Signal Golden Eagle II, KA band, dual antennas w/ Trutrak includes stopwatch/fastest vehicle same direction modes, main display, mounting brackets, tuning forks, remote, and operators manual	\$ 2,452.94	\$ 2,452.94
2	1	G3 VISION	Kustom Signal G3 Vision pkg: 40GB solid state, mirror/ monitor/ control, ICM Simul-Rac, GPS, Rear Cam, Crash Rec, 2.4GHz Expanse DSS wireless audio, all cables & mounting brackets	\$ 6,158.82	\$ 6,158.82
3	1	GS VISION	Kustom Signals G3 Vision wireless vehicle package includes wireless components, menu security, ignition mod and delay power off	\$ 323.53	\$ 323.53
4	1	PM1500	Motorola VHF 100 watt radio	\$ 1,200.00	\$ 1,200.00
5	1	HAD4010ARB	Motorola VHF 3db gain antenna	\$ 66.41	\$ 66.41
6	1	WHE-SX8RRBB	Whelen Liberty light bar red/blue LEDs with take down and alley lights	\$ 1,580.46	\$ 1,580.46
7	1	WHE-RS803ZCR	Whelen TIR3 LED blue for push bumper	\$ 64.14	\$ 64.14
8	1	WHE-RSR03ZCR	Whelen TIR3 LED red for push bumper	\$ 64.14	\$ 64.14
9	1	WHE-295HFS4	Whelen remoted head siren / light control	\$ 586.66	\$ 586.66
10	1	WHE-SA315P	Whelen siren speaker	\$ 155.17	\$ 155.17
11	1	WHE-SAK1	Whelen universal siren speaker bracket	\$ 24.48	\$ 24.48
12	2	12.4502.WWO	Able 2 covert hide away clear LEDs	\$ 142.71	\$ 285.42
13	1	GRH-5076	Go Rhino push bumper for 2013 Dodge Charger	\$ 203.45	\$ 203.45
14	1	JOT-425-6636	Jotto console with dual cupholder for 2013 Dodge Charger	\$ 337.93	\$ 337.93
15	1	JOT-425-6358	Jotto face plate armrest	\$ 29.77	\$ 29.77
16	1	SET-DVWS	Setina double verticle weapon rack	\$ 310.34	\$ 310.34
17	1	SET-10S-UNV-RP-U	Setina Universal partition w/ recessed panel for gun rack amd sliding window	\$ 521.84	\$ 521.84
18	1	SET-LEXT-2PC-CHGR	Setina partition lower extension for 2013 Dodge Charger	\$ 63.22	\$ 63.22
1	1	SHIPPING		\$ 200.00	\$ 200.00

**SUBTOTAL** \$ 14,628.72

**TAX**

**TOTAL PARTS** \$ 14,628.72



**MOTOROLA SOLUTIONS**

Radio Solutions Channel Partner

**LABOR**

DESCRIPTION	TOTAL
Install all equipment listed above into 2013 Dodge Charger	\$ 1,100.00

**LABOR TOTAL** \$ 1,100.00

**PARTS TOTAL** \$ 14,628.72

**JOB TOTAL** \$ 15,728.72

**NOTE:** Unless otherwise stated, prices are effective for 90 days, thru **March 4, 2013**

# New Vehicle Proposal

Hardy Chevy

Steve Canup

2013- Chevy Tahoe White:

**\$26,171.00**

PPV Police Pursuit Package

Dual HD Batteries

Driver side Spot Light

Delivery of Vehicle

## Law Enforcement Supply:

Part #	Description	Qty Ord	Qty Open	Qty Ship	Price	Ext Price	PO
<u>SX8RRBBLEDESE</u>	LTBAR 48IN LIBERTY LED TD AND ALLEYS RED BLUE W/CL LENS	1	1	0	1,495.00	1,495.00	<u>Status</u>
XSPSHOPX22905	425-2968 - Assembly 3 12v Power Outlets in 2" Faceplate	1	1	0	32.95	32.95	<u>Status</u>
XSPSHOPX22906	425-6204 - Silverado / Suburban / Tahoe / Sierra 00+ (28" FLP)	1	1	0	99.00	99.00	<u>Status</u>
XSPSHOPX22907	425-6033 - Cup Holder - Dual (external mount) (3.5" x 4.75" x 8.5")	1	1	0	39.00	39.00	<u>Status</u>
XSPSHOPX22908	425-6012 - Large ( 15" FP)	1	1	0	135.00	135.00	<u>Status</u>
XSPSHOPX22909	425-6036 - Storage Compartment - Arm Rest Adjustable (8" x 4.5" x 8.5")	1	1	0	105.00	105.00	<u>Status</u>
<u>5160</u>	HD GUARD, CHEVY TAHOE 07-CURRENT	1	1	0	275.00	275.00	<u>Status</u>
<u>5162WHD</u>	WRAPAROUND BRUSH GUARD, HEAVY DUTY, CHEVY TAHOE 07-CURRENT	1	1	0	295.00	295.00	<u>Status</u>
<u>RSB03ZCR</u>	TIR3 HORIZONTAL MNT BLUE WITH CLEAR LENS	3	3	0	50.00	150.00	<u>Status</u>
<u>RSR03ZCR</u>	TIR3 HORIZONTAL MNT RED WITH CLEAR LENS	3	3	0	50.00	150.00	<u>Status</u>
<u>RBKT6</u>	BRACKET LICENSE PLATE FOR TIR3/LIN3/LIN6 HORIZONTAL MOUNT	1	1	0	13.50	13.50	<u>Status</u>
<u>RBKT1</u>	L MOUNTING BRACKET	2	2	0	6.95	13.90	<u>Status</u>



**Hardy Chevrolet**  
**Steve Canup**  
 770-445-9411 x 205 phone  
 770-445-9659 fax  
scanup@bellsouth.net

**2013 Tahoe Police**  
 State Contract # 90796

Code	Description	S=standard O=optional	Price per State contract
CC10706	Chevrolet Tahoe PPV police pursuit		\$ 25,624.00
LMG	5.3 V8 (E85 capable)	S	included
M30	4 speed automatic transmission	S	included
AYO	Driver & Pass frontal & side air bags	S	included
CJ3	Air conditioning-dual zone front & rear	S	included
U1C	AM/FM/CD stereo	S	included
K34	Cruise control	S	included
STD	Tilt steering wheel	S	included
STD	Remote keyless entry	S	included
AG1	Power drivers seat	S	included
N81	Full size spare tire	S	included
9N5	Front cloth bucket seat w/o console (vinyl rear)	S	included
C69	Rear window defrost	S	included
STD	Power windows, locks, mirrors	S	included
B30	Carpet floor covering w/ floor mats	O	<del>\$ 167.00</del>
B85	Body-color bodyside molding	O	<del>\$ 85.00</del>
AE7	40/20/40 Split Bench Seat	O	<del>\$ 900.00</del>
6A6	Dual HD Batteries	O	\$ 101.00
7X6	Drivers side spotlight	O	\$ 381.00
Delivery	Zones 1-5	O	\$ 65.00
			# 26,171
			less 20 Dis of 3.58
			25255.01
Exterior	Black • White •	S	
	Silver Ice • Mocha Steel	S	
		S	
Interior	Ebony •	S	
	<b>See State Contract for additional details</b>		

# New Vehicle Proposal

Brannen Motor Company

Bobby Reed

2013- Chevy Tahoe White:

~~\$38,590.00~~

\$27,600

With all equipment

pur. window, locks, mirrors, tilt & cruise,  
AM-FM stereo radio/clock/CD, cloth high  
back bucket seats w/ pur. driver's seat,  
vinyl/ rear seat, vinyl/ floor covering,  
front & rear air cond. & heat, 5.3L-V8  
Flex Fuel engine, P265/60R17 tires,  
police steel wheels w/ center caps, ABS  
brakes, tire pressure monitoring system,  
locking rear differential, dual batteries,  
side assist steps, remote keyless  
entry, rear window defroster/wiper

Federal Legend light bar (14 LEDs, take-downs, alloys.)  
Federal Siren/switches & 100 watt speaker

Rhino push bumper w/ wrap arounds  
 Four corner LEDs  
 Wing wags on headlights  
 Two Smile Avenger LEDs at top of back glass  
 Harris Shield Console w/ cupholders and  
 adjustable arm rest  
 K-9 Container System w/ remote door opener  
 and Kool-Guard System  
 3 way outlet plug  
 Retractable spotlight on driver's side  
 Motorola PM 1500 Radios (110 watts, 255 channels)

**Law Enforcement Supply:**

G3 FULL CPO - CERTIFIED	\$2,899.00
39 - EAGLE II DUAL ANTEN	\$1,400.00
Install Equipment	\$300.00

**Chandler Graphics**

Striping on vehicle	\$340.00
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<b>Total for vehicle with Equipment</b>	<b>\$43,529.00</b>
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FLEET - COMMERCIAL - GOVERNMENT SALES

**BRANNEN**



**Motor Company**

Page 03

"MIDDLE GEORGIA'S OLDEST FORD FAMILY"

Phone: (478) 627-3221  
Toll Free: 800-999-9606  
Fax: (478) 627-9550

P.O. Box 746

1080 Second St.  
I-75 & GA 230 (Exit 122)  
Unadilla, GA 31091

1-14-2013

Paul Mazzuca

**FLEET PROPOSAL**

Fax: 770-345-3228

Cherokee County S.O.

1 each	2013 Chev Police Tahoe
	pur. windows, locks, mirrors, tilt & cruise, AM-FM stereo radio/clock/CD, cloth high back bucket seats w/ pur. driver's seat, vinyl rear seat, vinyl floor covering, front & rear air cond. & heat, 5.3L V-8 Flex Fuel engine, P265/60R17 tires, police steel wheels w/ center caps, ABS brakes, tire pressure monitoring system, locking rear differential, dual batteries, side assist steps, remote keyless entry, rear window defroster/wiper
	Federal Legend light bar (14 LEDs, take-downs, alloys)
	Federal siren/switches & 100 watt speaker
	<b>TOTAL:</b>

BY: Bobby Reed

TITLE: Fleet Mgr.



**Paul A. Mazzuca**

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**From:** Defender Supply [sales@defendersupply.com]  
**Sent:** Tuesday, January 08, 2013 9:08 AM  
**To:** Paul A. Mazzuca  
**Subject:** Vehicle Estimate #DEF-08297 - Defender Supply

31,803.00

Deputy Paul Mazzuca

Thank you for your visit to Defender Supply's Vehicle Configurator. The estimate for the vehicle you customized is below. Please email or call us at [sales@defendersupply.com](mailto:sales@defendersupply.com) 800-486-3115 if you have any questions or want to see if your department qualifies for additional discounts.

Below is the contact information we have for you, if any of it is incorrect please send an email to [sales@defendersupply.com](mailto:sales@defendersupply.com), with your estimate number in the subject line.

Email: [pamazzuca@cherokeega.com](mailto:pamazzuca@cherokeega.com)  
Phone: 678-749-0133  
Dept: Cherokee Sheriff's Office/ Fleet Manager

Estimate #DEF-08297 details:

2013 Chevrolet Tahoe PPV 2WD with Locking Rear Differential, Driver Side Spot lamp, Dual Batteries (Vehicle purchased through Holiday Auto Group)

\$45,273.00

Gease

**LIGHTBAR/CONTROLLER**

– Whelen Liberty Lightbar, Cencom Controller, and 100 Watt Speaker

**CONSOLES**

– Jotto 15" Police Console for Tahoe/Silverado with Base Plate, Armrest and Cup Holders

**REAR WINDOW LIGHTING**

– Whelen Low Profile Dominator 8 Plus LINZ6 LED Traffic Advisor Mounted in Rear Window

**ADDITIONAL LIGHTING**

– Headlight Flasher

– 2 Whelen Dual Avenger Super LEDs (Red/Blue) for Rear Side Glass of SUV

– 2 Whelen LINZ6 Split Head (Red/Blue) Lightheads mounted to side of Push Bumper or Brush Guard

– 2 Whelen Split Red/Blue M4 Super LEDs Mounted to Brush Guard or Push Bumper at a 45 Degree Angle

- 2 Whelen LINZ6 LED Split Head (Red/Blue) Lightheads mounted horizontally in rear of vehicle with license plate bracket
- 2 Whelen LINZ6 LED Split Head (Red/Blue) Lightheads mounted vertically in rear of vehicle with license plate bracket
- 4 Corner Concealed Whelen Vertex LED Lights
- 2 Whelen M4 Super LED Mounted to Brush Guard or Push Bumper (1 Red, 1 Blue)

#### PRISONER PARTITIONS

- Setina SUV Horizontal Sliding Glass Prisoner Partition with Lower Extension Panel

#### WEAPON LOCKS

- Setina Vertical Dual Weapon Electronic Lock - AR/870

#### CARGO PARTITIONS

- Setina Cargo Partition - Vinyl coated expanded metal screen window

#### COMPUTER MOUNTS

- Gamber Johnson Powered Docking Station for Customer Supplied Laptop

#### PUSHBUMPER/BRUSH GUARD

- Law Enforcement Brush Guard

#### ADDITIONAL OPTIONS

- Headlight Flasher
- 2 Whelen Dual Avenger Super LEDs (Red/Blue) for Rear Side Glass of SUV
- 2 Whelen LINZ6 Split Head (Red/Blue) Lightheads mounted to side of Push Bumper or Brush Guard
- 2 Whelen LINZ6 LED Split Head (Red/Blue) Lightheads mounted horizontally in rear of vehicle with license plate bracket
- 4 Corner Concealed Whelen Vertex LED Lights
- 2 Whelen M4 Super LED Mounted to Brush Guard or Push Bumper (1 Red, 1 Blue)
- 2 Way Radio Antenna
- Tremco Anti-Theft Device
- Tint Front Windows

– Defender Supply Wiring Harness

#### RADAR

– Nothing Selected

#### DIGITAL VIDEO CAMERA

– Nothing Selected

#### K9 KENNEL

– American Aluminum Full Across Kennel, rubber floor mat, door/window guards, and water bowl

#### K9 ELECTRONICS

– Ace K9 Single Purpose K9 Monitoring System with Heat, Smoke, Carbon Monoxide Detectors, Electronic Window Fan Kit, and Heavy Duty Fan Guard

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## Paul A. Mazzuca

**From:** Kyle Pippin [KPippin@lawsupply.com]  
**Sent:** Monday, January 14, 2013 6:52 PM  
**To:** Paul A. Mazzuca  
**Subject:** QUOTE

Paul,

Here is your quote. I think I have everything on here. Let me know if we missed anything. I have quoted the CPO camera on this quote and if you had to go with the new G3 Vision it would be 4800.00 plus 65 dollars freight. Also note that we can do the Federal light bar package you have on most of your cars for \$1685.00 with the upgraded smart siren but I have quoted the Whelen like on the list you sent to me. Your total on freight would be around 450.00 on everything below:

Part #	Description	Qty Ord	Qty Open	Qty Ship	Price	Ext Price	PO
<a href="#">SX8RRBBLEDSE</a>	LTBAR 48IN LIBERTY LED TD AND ALLEYS RED BLUE W/CL LENS	1	1	0	1,495.00	1,495.00	<a href="#">Status</a>
XSPSHOPX22905	425-2968 - Assembly 3 12v Power Outlets in 2" Faceplate	1	1	0	32.95	32.95	<a href="#">Status</a>
XSPSHOPX22906	425-6204 - Silverado / Suburban / Tahoe / Sierra 00+ (28" FLP)	1	1	0	99.00	99.00	<a href="#">Status</a>
XSPSHOPX22907	425-6033 - Cup Holder - Dual (external mount) (3.5" x 4.75" x 8.5")	1	1	0	39.00	39.00	<a href="#">Status</a>
XSPSHOPX22908	425-6012 - Large ( 15" FP)	1	1	0	135.00	135.00	<a href="#">Status</a>
XSPSHOPX22909	425-6036 - Storage Compartment - Arm Rest Adjustable (8" x 4.5" x 8.5")	1	1	0	105.00	105.00	<a href="#">Status</a>
<a href="#">5160</a>	HD GUARD, CHEVY TAHOE 07-CURRENT	1	1	0	275.00	275.00	<a href="#">Status</a>
<a href="#">5162WHD</a>	WRAPAROUND BRUSH GUARD, HEAVY DUTY, CHEVY TAHOE 07-CURRENT	1	1	0	295.00	295.00	<a href="#">Status</a>
<a href="#">RSB03ZCR</a>	TIR3 HORIZONTAL MNT BLUE WITH CLEAR LENS	3	3	0	50.00	150.00	<a href="#">Status</a>
<a href="#">RSR03ZCR</a>	TIR3 HORIZONTAL MNT RED WITH CLEAR LENS	3	3	0	50.00	150.00	<a href="#">Status</a>
<a href="#">RBKT6</a>	BRACKET LICENSE PLATE FOR TIR3/LIN3/LINZ6 HORIZONTAL MOUNT	1	1	0	13.50	13.50	<a href="#">Status</a>
<a href="#">RBKT1</a>	L MOUNTING BRACKET	2	2	0	6.95	13.90	<a href="#">Status</a>
<a href="#">295SLSA6</a>	SIREN AMP W/PARK KILL 9 SWITCH REMOTE LIGHT CONTROL	1	1	0	335.00	335.00	<a href="#">Status</a>
<a href="#">SA315P</a>	SPEAKER BLACK PLASTIC	1	1	0	149.00	149.00	<a href="#">Status</a>
<a href="#">MKEZ71</a>	MOUNTING KIT SUBURBAN/TAHOE 07-CURRENT	1	1	0	0.00	0.00	<a href="#">Status</a>
<a href="#">SSFPOS16</a>	FLASHER, SOLID STATE HEADLIGHT AND TAIL LIGHT FOR IMPALA 06-CURRENT, TAHOE 07-CURRENT, CAPRICE 11-CURRENT POLICE VEHICLES	1	1	0	61.00	61.00	<a href="#">Status</a>
<a href="#">VTX609B</a>	VERTEX SINGLE SELF CONTAINED LIGHTHEAD W/FLASH PATTERNS BLUE	2	2	0	61.00	122.00	<a href="#">Status</a>
<a href="#">VTX609R</a>	VERTEX SINGLE SELF CONTAINED LIGHTHEAD W/FLASH PATTERNS RED	2	2	0	61.00	122.00	<a href="#">Status</a>
XSPSHOPX22910	D633000 - 6 TIR3 23.26" Blue Red	1	1	0	325.00	325.00	<a href="#">Status</a>
<a href="#">SAK24</a>	SA315P Series Speaker Mounting Bracket for Chevy Suburban/Tahoe 2007-Current	1	1	0	0.00	0.00	<a href="#">Status</a>
XSPSHOPX22911	EZ RIDER - EZ RIDER K-9 PLATFORM FOR 2013 TAHOE BLACK WITH RUBBER MAT	1	1	0	1,545.00	1,545.00	<a href="#">Status</a>
XSPSHOPX22912	STAINLESS WATER BOWL - STAINLESS WATER BOWL	1	1	0	72.95	72.95	<a href="#">Status</a>
XSPSHOPX22913	REMOTE DOOR OPENING - REMOTE DOOR OPENING SYSTEM	1	1	0	409.99	409.99	<a href="#">Status</a>
XSPSHOPX22914	COOL GUARD - COOL GUARD TEMP MONITOR ALERT SYSTEM.... NO PAGER SYSTEM INCLUDED	1	1	0	385.00	385.00	<a href="#">Status</a>
XSPSHOPX22915	425-5117 - LAP TOP STAND FOR CHEVY TAHOE	1	1	0	325.00	325.00	<a href="#">Status</a>

XSPSHOPX22916	10772 - 1/4 WAVE BLACK VHF ANTENNA WITH COAXIAL	1	1	0	32.00	32.00	<a href="#">Status</a>
INSTALL	INSTALL - INSTALLATION OF EQUIP PER PO	1	1	0	1,195.00	1,195.00	<a href="#">Status</a>
XSPSHOPX22919	39 - EAGLE II DUAL ANTENNA	1	1	0	1,400.00	1,400.00	<a href="#">Status</a>
XSPSHOPX22920	G3 - CPO G3 SYSTEM	1	1	0	2,899.00	2,899.00	<a href="#">Status</a>
	HANDLING	1	0	0	0.00		
	FREIGHT	1	0	0	0.00		
	TAX	1	0	0	0.00		
	Subtotal					12,181.29	

### Kyle Pippin

Vice President of Law Enforcement Supply

800.522.8949 x4300  
 770.480.8732 mobile  
 770.800.9003 fax



[kpippin@lawsupply.com](mailto:kpippin@lawsupply.com) | [CHIEFSupply.com](http://CHIEFSupply.com) | Like Us on [Facebook](#)

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# New Vehicle Proposal

Brannen Motor Company

Bobby Reed

2013- Chevy Tahoe White:

\$15,589.00

Equipment ONLY no Vehicle

Rhino push bumper w/ wrap arounds  
Four corner LEDs  
Wing wings on headlights  
Two Snake Avenger LEDs at top of back glass  
Harris Shield Console w/ cupholders and  
adjustable arm rest  
K-9 Container System w/ remote door opener  
and Kool-Guard System  
3 way outlet plug  
Pre-mounted spotlight on driver's side  
Motorola PM 1500 Radio (110 watts, 255 channels)  
Federal Legend light bar (14 LEDs, take-downs, alloys)  
Federal Smart Siren/switches & 100 watt speaker

Total for Equipment only

\$10,990.00

**Law Enforcement Supply:**

G3 FULL CPO - CERTIFIED	\$2,899.00
39 - EAGLE II DUAL ANTEN	\$1,400.00
Install Equipment	\$300.00

**Total for All Equipment**                      **\$15,589.00**

# INTERCEPTOR

**PUBLIC SAFETY PRODUCTS**

**P.O. Box 817 \* 1110 Indian Springs Drive \* Forsyth, GA 31029**

**Office: (478) 974-0105 \* Fax (478) 994-4497 \* Fax (478) 994-4488 \* Toll Free (866) 834-4375**

SHIPPED VIA	QUOTE NUMBER	FOB	P O NUMBER	DATE
	DS-1091			1/14/2013

SOLD TO: <b>**QUOTE**</b>	ATTN: <b>* PAGE 1</b>
Cherokee County Sheriff's Office Canton, Ga.	<u>INSTALL CUSTOMER PROVIDED RADIOS:</u> <u>(MOTOROLA MP 1500 - 2 PIECE)</u>
<u>P.O.C.: Paul Mazucca, Fleet Manager</u> <u>pamazucca@cherokeega.com</u>	<u>* REVISED/AMENDED: 01/14/2013 (WINDOW TINT)</u>
Phone Number 678 749-0133	Fax Number

**\*\*QUOTE GOOD FOR 60 DAYS\*\***

VEHICLE INFORMATION	
MAKE: (3) Chevrolet	VIN#:
MODEL Tahoe (K9 Units)	KEY TAG#:
YEAR: 2013	ARRIVAL DATE:
UNIT STOCK NUMBER:	ODO:

QTY	PART NUMBER	PACKAGE DESCRIPTION	UNIT	TOTAL
1	SX2BBRR	WHELEN LIBERTY SX SERIES SUPER-LED LIGHTBAR		1,690.00
2	SLDBB	INBOARD SUPER LED DIRECTIONAL LIGHTS, BLUE		
2	SLDRR	INBOARD SUPER LED DIRECTIONAL LIGHTS, RED		
1	SLDBR	INBOARD SUPER LED DIRECTIONAL LIGHTS, BLUE/RED		
1	SPALF1	TWO LR11 LED FLASHING ALLEY LIGHTS, HORIZONTAL ADJ		
1	SXTLS1	TWO LR11 LED FLASHING TAKE-DOWN LIGHTS, HORIZ. ADJ		
1	425-2968	JOTTO DESK FACE PLATE W/ POWER OUTLETS		30.00
1	425-6204	JOTTO DESK FLOOR PLATE		90.00
1	425-6033	JOTTO DESK EXTERIOR CUP HOLDER		35.00
1	425-6012	JOTTO DESK LARGE CONSOLE		145.00
1	425-6036	JOTTO DESK STORAGE W/ ADJUSTABLE ARM REST		105.00
1	5160	GO RHINO PUSH BUMPER		270.00
1	5162WHD	GO RHINO HEAVY DUTY WRAPS		270.00
3	RSB03ZCR	WHELEN TIR 3, BLUE, TAG/PUSH BUMPER FRONT/SIDE	58.00	58.00
3	RSR03ZCR	WHELEN TIR 3, RED, TAG/PUSH BUMPER FRONT/SIDE	58.00	58.00
1	RBKT6	WHELEN TAG BRACKET FOR TIR 3		11.00
1	3423	KUSTOM SIGNAL G3 VISION CAMERA SYSTEM		6,038.00
1	425-5015	JOTTO DESK LAPTOP MOUNT/FLOOR PLATE COMBO		360.00
1	295SLSA6	WHELEN SIREN-LIGHT CONTROL W/ PA, 200 WATT OUTPUT		200.00
1	SA315P	WHELEN 100 WATT SPEAKER W/ BRACKET		160.00
1	10772/36750	1/4 WAVE BLACK VHF ANTENNA W/ COAX		30.00
1	HOT/WIRE	RUN HOT AND GROUND WIRE FOR RADIO TO CONSOLE		0.00
1	E/Z PLATFORM	E/Z RIDER PLATFORM K9 UNIT, BLACK MATTE FINISH		1,895.00
1	MAT	E/Z PLATFORM RUBBER FLOOR MAT		103.00
				<b>CONT.</b>





# Cherokee County, Georgia Agenda Request

SUBJECT: Memorandum of Understanding - GPSTC  
SUBMITTED BY: Jerry W. Cooper, County Manager

MEETING DATE: January 22, 2013

**COMMISSION ACTION REQUESTED:**

Consider approval of Memorandum of Understanding (MOU) between the County and the Georgia Board of Public Safety (GPSTC) regarding the use and ownership of certain law enforcement training facilities currently under construction, and reimbursement by GPSTC for costs incurred by the county for construction of the law enforcement training center in the amount not to exceed \$700,000.

**FACTS AND ISSUES:**

Catamount's construction of the law enforcement training facility will include construction of indoor and outdoor training facilities.

1. GPSTC will utilize a portion of the indoor classroom training facility (approximately 3,000 sq. ft.) located within the Project.
2. An outdoor classroom training facility with restrooms; future repel tower; indoor live-fire training facility with outdoor training area; and outdoor live-fire range consisting of one (1) 100-yard rifle range, three (3) 25-yard handgun ranges with reactionary targets, and one (1) 25-yard handgun range. GPSTC will reimburse the County in the amount of \$700,000 for construction costs incurred for the construction of the aforementioned facilities. The County will prepare a deed and transfer certain outdoor training facilities to the State.
3. GPSTC will allow the County to use the outdoor classroom and other facilities at no cost to the County and the County will allow GPSTC to use the indoor classroom training facilities at no cost to GPSTC.

**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:**

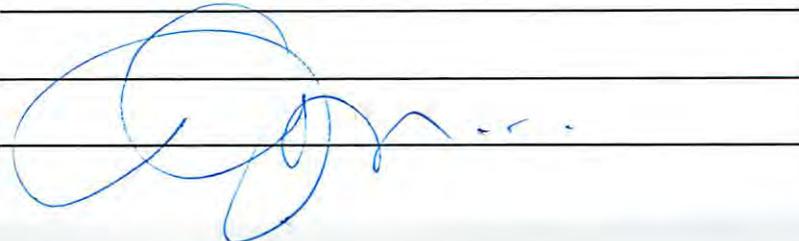
Approval of MOU contingent upon County Attorney final review and approval.

**REVIEWED BY:**

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

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

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



**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
CHEROKEE COUNTY  
AND  
GEORGIA PUBLIC SAFETY TRAINING CENTER**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered on \_\_\_\_\_, 20\_\_ (“the date hereof”) by and between the Georgia Public Safety Training Center, an agency of the State of Georgia operating under the authority and oversight of the Georgia Board of Public Safety, hereinafter referred to as “GPSTC”, and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the “County”.

**WITNESSETH**

**WHEREAS**, GPSTC requires training facilities to provide for current and future training activities of various law enforcement agencies within the State of Georgia; and

**WHEREAS**, the County possesses real property and has awarded a competitive bid to Catamount Constructors, Inc. for the construction of a law enforcement training center adjacent to the Cherokee County Public Safety facility and Adult Detention Center located at 498 Chattin Drive, Canton, Georgia 30115 and a notice to proceed has been issued and construction is underway (hereinafter the “Project”); and

**WHEREAS**, GPSTC has been authorized to receive approximately \$700,000 in General Obligation Bond funds for the acquisition of property for use as a law enforcement training center; and

**WHEREAS**, the Georgia Public Safety Training Center fosters professionalism, competency, and safety within the ranks of Georgia’s public safety community by developing, delivering, facilitating and supporting training which exceeds our customers’ needs; and

**WHEREAS**, the Georgia Public Safety Training Center will provide staff and resources, to train and equip students attending courses at locations throughout Georgia; and

**WHEREAS**, as part of the Project, the County desires to construct and provide law enforcement training center facilities more specifically identified herein below that will meet the requirements of GPSTC.

**NOW, THEREFORE**, GPSTC and the County agree as follows:

**1.**

**COUNTY RESPONSIBILITIES**

- 1.1 The County shall construct a new law enforcement training center adjacent to the Cherokee County Public Safety facility and Adult Detention Center, located at 498 Chattin Drive, Canton, Georgia 30115.
- 1.2 Concurrent with Catamount's construction of the Project, the County will also require the construction of the following:
  - 1.2.1 an indoor classroom training facility (approximately 3,000 sq. ft.) located within the Project for the use of GPSTC (hereinafter "GPSTC Indoor Training Facility"); and
  - 1.2.2 an outdoor classroom training facility with restrooms; future repel tower; indoor live-fire training facility with outdoor training area; and outdoor live-fire range consisting of one (1) 100-yard rifle range, three (3) 25-yard handgun ranges with reactionary targets, and one (1) 25-yard handgun range, (hereinafter collectively referred to as "GPSTC Outdoor Training Facility").
- 1.3 The County will use its best efforts to ensure substantial completion of construction of the GPSTC Indoor Training Facility and GPSTC Outdoor Training Facility by September 2013.
- 1.4 The County shall commission an appraisal of the land on which the GPSTC Outdoor Training Facility is being located, including all parking areas.
- 1.5 The County shall enter into a separate intergovernmental lease agreement for GPSTC's ongoing use of the GPSTC Indoor Training Facility and other facilities owned by the County, with mutual access to the entire facility at no charge or fee. This agreement shall conform to that intergovernmental agreement form attached hereto as Exhibit "A" and be in place prior to GPSTC's use of the GPSTC Indoor Training Facility.
- 1.6 The County will prepare a warranty deed conveying the land and GPSTC Outdoor Training Facility to the State of Georgia in a form that is mutually acceptable by both parties and conforming that that warranty deed form attached hereto as Exhibit "B".
- 1.7 The County acknowledges that GPSTC's purchase of the GPSTC Outdoor Training Facility be for a price not to exceed \$700,000.00 and is subject to the availability of the General Obligation Bond funds which GPSTC cannot guarantee the availability of.

**2.**

**GPSTC RESPONSIBILITIES**

- 2.1 GPSTC will use its best efforts to secure State of Georgia General Obligation Bond funds by July 2013 in order to purchase from the County the GPSTC Outdoor Training Facility.

- 2.2 Upon substantial completion of the Project and GPSTC Outdoor Training Facility, and subject to the availability of General Obligation Bond funds, GPSTC agrees to purchase the GPSTC Outdoor Training Facility and parking from the County. The purchase price shall not exceed the actual direct costs incurred by the County to construct GPSTC Outdoor Training Facility plus the appraised value of land. Foregoing language to the contrary notwithstanding, the total purchase price shall not exceed \$700,000.00.
- 2.3 Payment of the purchase price by GPSTC shall be issued directly to the County in one lump sum of no more than seven hundred thousand dollars (\$700,000.00) no later than sixty (60) days after the date of substantial completion and the availability of bond sale proceeds.
- 2.4 GPSTC shall enter into a separate intergovernmental lease agreement for GPSTC's ongoing use of the GPSTC Indoor Training Facility and other facilities owned by the County, with mutual access to the entire facility at no charge or fee. This agreement shall conform to that intergovernmental agreement form attached hereto as Exhibit "A" and be in place prior to GPSTC's use of the GPSTC Indoor Training Facility.

### 3.

#### TERM AND TERMINATION

The term of this MOU shall commence as of the date of execution by the last party to sign same and shall continue until the earlier of the issuance of a Certificate of Occupancy for the County's new law enforcement training center.

### 4.

#### ASSIGNMENT OR TRANSFER

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

### 5.

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

GPSTC:

Director  
Georgia Public Safety Training Center  
1000 Indian Springs Drive  
Forsyth, Georgia 31029

Cherokee County:

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

Copy to:

County Attorney  
c/o Cherokee County Manager  
1130 Bluffs Parkway  
Canton, Georgia 30114

## 6.

### GENERAL PROVISIONS

6.1 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 MOU.

6.2 No failure of either party hereto to exercise any right or power granted under this MOU, or to insist upon strict compliance by the other party with this MOU, and no custom or practice of either party at variance with the terms and conditions of this MOU, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this MOU.

6.3 This MOU shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

6.4 This MOU 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.

## 7.

### ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect to the Services and Work; no member, officer, employee, representative or agent of either party has authority to make, or has made, any 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, properly signed by both parties.

**8.**

**AUTHORITY TO ENTER INTO MOU**

Each of the individuals who executes this MOU agrees and represents that he is authorized to execute this MOU on behalf of the respective government.

**9.**

**NO THIRD PARTY RIGHTS**

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

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and affixed their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Georgia Public Safety Training Center

Cherokee County Board of Commissioners

\_\_\_\_\_

\_\_\_\_\_

By: Tim Bearden, Director

L. B. Ahrens, Jr., Chairman

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

Attest:

\_\_\_\_\_

Christy Black, County Clerk

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement"), entered into the 7<sup>th</sup> day of December, 2012 by and between Cherokee County Board of Commissioners ("CCBC") and Cornerstone Masonry, Inc. ("Cornerstone") (collectively referred to as the "Parties").

**WHEREAS**, a dispute arose between the Parties regarding construction of Fire Stations/Community Centers located in Cherokee County, Georgia (the "Projects");

**WHEREAS**, CCBC commenced a civil action against Cornerstone and other defendants, styled *Cherokee County Board of Commissioners v. M.G. Patton Construction Company, et al.*, in the Superior Court of Cherokee County, Georgia, Civil Action File No. 2005 CV 2708 (the "Lawsuit");

**WHEREAS**, on April 7, 2011, the Parties mediated the disputes in the Lawsuit and reached an agreement in principle, which is attached hereto as Exhibit "A" and fully incorporated herein;

**WHEREAS**, it is the mutual desire of the Parties, without admitting any fault or liability, to resolve and settle disputes related to the Projects and the Lawsuit;

**NOW THEREFORE**, in full and final accord and satisfaction of all of CCBC's past, present and future civil claims, suits, costs, debts, demands, actions, and causes of action against Cornerstone, and in consideration of the promises and covenants contained herein and the payment of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1) **ACKNOWLEDGMENT OF RECITALS** – The Parties hereby acknowledge, to the best of their knowledge and belief, the accuracy of the recitals set forth above.
- 2) **SETTLEMENT AMOUNT**– In consideration of the releases herein and the dismissal with prejudice of all claims asserted in the Lawsuit against Cornerstone, within ten (10) days after the execution of this Agreement, Cornerstone shall pay to CCBC the lump sum of FIFTY THOUSAND DOLLARS (\$50,000.00) (the "Settlement Amount").
- 3) **DISMISSAL OF CLAIMS IN THE LAWSUIT** – Upon full execution of this Agreement and upon receipt by CCBC of the aforesaid Settlement Amount, CCBC shall file a dismissal with prejudice of all claims in the Lawsuit.
- 4) **RELEASE OF CLAIMS** – Upon full execution of this Agreement and upon receipt by CCBC of the aforesaid Settlement Amount, in consideration of the release and undertakings contemplated hereby, CCBC, on behalf of itself, and all of its past, present, and future parents, subsidiaries, officers, directors, partners, members, shareholders, employees, joint ventures, agents, affiliates, successors, assigns, heirs, beneficiaries, executors, administrators, estates, insurers, and attorneys, hereby release, remise and forever discharge Cornerstone and its past, present and future parents, subsidiaries, officers, directors, partners, members, shareholders, employees, joint ventures, agents,

affiliates, successors, assigns, heirs, beneficiaries, executors, administrators, estates, insurers, and attorneys of and from any and all claims, demands, rights, complaints, charges, damages, losses, debts, expenses, and causes of action whatsoever whether in tort or in contract, at law or in equity, contingent or fixed, based on facts or agreements occurring from the beginning of time, including all claims in any way related to, arising out of, or resulting from the Projects or the Lawsuit.

CCBC agrees that the Settlement Amount called for herein includes any right, claim or demand for pre-settlement or post-settlement interest. CCBC agrees not to make a claim or demand for interest.

5) **NO ADMISSION OF LIABILITY OR FAULT** – It is further understood and agreed that the aforesaid consideration, as well as the releases provided for herein, are given and received for the purpose of compromising disputed claims, and that the giving and receiving of said consideration and the releases contained herein is not and shall not be construed to constitute an admission of liability on the part of Cornerstone, said liability being expressly denied.

6) **GENERAL TERMS** –

- A. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms of this Agreement.
- B. This Agreement shall be binding upon the Parties, their heirs, successors, assigns, and insurers.
- C. The person executing this Agreement verifies that he or she has full authority to execute this Agreement on behalf of the party he or she represents.
- D. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.
- E. This Agreement shall not be modified except if reduced to writing and executed by the Parties.
- F. The Parties are responsible for their own respective attorneys' fees and costs. However, should any Party reasonably retain counsel for the purpose of enforcing any provision of this Agreement, or for pursuing damages or injunctive relief for any claim arising out of this Agreement, the prevailing party shall be entitled to its reasonable costs and attorneys' fees, including reasonable costs and attorneys' fees incurred in enforcing any judgment or order.
- G. This Agreement, and all documents incorporated by reference, contains the entire agreement between the Parties. All previous negotiations and discussions are null and void, and the only terms agreed upon are those expressly included in this Agreement.

- H. This Agreement constitutes a fully negotiated agreement among sophisticated parties; each having the opportunity to hire legal counsel, and the terms of the Agreement shall not be construed or interpreted for or against any party on the basis or the presumption that such party was the drafter of this Agreement. The rule of contract construction that provides that ambiguities are resolved against the drafter shall not apply to any provision of this Agreement. The Parties agree and acknowledge that no tax advice has been given by counsel for any party, and that the Parties are separately responsible for any and all tax consequences of this Agreement, if any.
- I. The captions to the paragraphs or subparagraphs of this Agreement and the title of the Agreement itself are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation of, or determination of the validity of, this Agreement or any provision hereof.
- J. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties mutually agree to accept the other party's facsimile or scanned and e-mailed signature of this Agreement, and to be bound by its own facsimile or scanned and e-mailed signature of this Agreement. Each party disclaims any defense or assertion in any litigation that any ambiguity herein should be construed against the party drafting the Agreement.
- K. All covenants, agreements, and releases contained herein shall survive this Agreement.
- 7) **SEVERABILITY** - In the event that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or such portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect validity of the remaining provisions or portions, which provisions or portions shall be given full effect as if the void or invalid provision or portion had not been included herein.
- 8) **RECITALS** - The above Recitals are incorporated into the terms herein above for purposes of not only demonstrating the intent of the Parties, but to incorporate those Recitals, as consideration for the releases contained herein.
- 9) **BINDING EFFECT** - This Agreement inures, is for the benefit of, and is binding upon the Parties' respective predecessors, successors, assigns, affiliates, divisions, subsidiaries, members, partners, insurers, reinsurers, their former, current and future shareholders, directors, officers, trustees, receivers, employees, agents, attorneys, volunteers, representatives, their heirs, executors, administrators, successors and assigns, as well as any persons or entities claiming through either of them, any benefit of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed in their names individually or by their duly authorized officers or representatives. By signing this Agreement, the Parties warrant that they have read and understand each and every provision of this Agreement, that they voluntarily agree to and have signed the Agreement, that in so doing they are not relying upon any inducements, representations, agreement, or understandings other than as are set forth herein, and that they are acting with full advice of and explanation by their respective legal counsel.

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

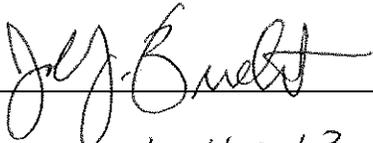
\_\_\_\_\_

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

BY: \_\_\_\_\_  
(Printed Name)

TITLE: \_\_\_\_\_

**CORNERSTONE MASONRY, INC.**

  
\_\_\_\_\_

DATE: 1-11-13

BY: JOHN J. BUERSTEL  
(Printed Name)

TITLE: PRESIDENT

# CHEROKEE COUNTY

## PUBLIC HEARINGS AND PARTICIPATION

In accordance with law and policy, the Cherokee County Board of Commissioners frequently conducts Public Hearings on a number of matters and issues. These Public Hearing rules are intended to ensure that the public has the opportunity to participate fairly in the meeting while promoting the orderly, efficient, and effective flow of the meeting.

### **Policies and Procedures for Conducting Public Hearings**

1. The Chairman shall announce the Public Hearing and call for motion and a second to open the Public Hearing; once approved by a vote of the majority, the Chairman will announce that the Public Hearing is now open and should call forth those persons who wish to speak in favor, against, or otherwise on the particular issue. The Chairman shall inform the public that all comments by proponents, opponents, or the public shall be made from the podium and that any individual making a comment should first give their name and address. The Chairman shall also inform the public that comments will only be received from the podium.
2. Members of the public who wish to speak must sign up on the form provided prior to the commencement of the Public Hearing. Members of the public are expected to adhere to the rules of decorum outlined herein and in the Civility Code and should be informed of such at the beginning of the Public Hearing by the Chairman. There should be no vocal or boisterous demonstrations which will disrupt the orderly flow of the meeting. Any person(s) engaging in this type of behavior shall be ruled out of order by the Chairman and shall, at his/her discretion, be removed from the building.
3. **Time.** Proponents and opponents are allowed fifteen (15) minutes per side to present data, evidence, and opinions. Each side's time period may be divided among multiple speakers in whatever manner desired. No petition shall be the subject of more than one (1) public hearing before the Board of Commissioners regardless of the number of times final action is deferred by the Board, unless a simple majority of members of the Board of Commissioners vote to conduct such additional public hearings. Speakers will be called as they appear on the sign up form. Additional time may be allotted for either side at the Board's discretion and upon a simple majority of affirmative votes of the Board. Clerk's Note: State Law Mandates that the time be at least 10 minutes per side. (O.C.G.A. § 36-66-5)
4. Once the Public Hearing has concluded, the Chairman shall so announce and call for a motion and a second to close the Public Hearing; after an affirmative vote by a majority of the Board, the Board may convene into regular session to make its decisions.
5. As a general rule, members of the public do not speak on agenda items unless those items have been advertised for public hearing, or unless the Board, by a simple majority of affirmative votes, has decided that public participation is necessary in its deliberative process. The Board shall follow its Public Hearing rules when such participation is warranted.
6. Public Hearings will be advertised in the newspaper of general circulation (County's Legal Organ), at least 15 days, but no more than 45 days prior to the date of the hearing.
7. The only exception to this will be public hearings pertaining to the budget or as otherwise governed by State Law. Any amendment to these rules of order by a Commission Member shall be submitted to the Clerk in writing one week before the designated meeting. The proposed amendment shall be included on the agenda for that meeting and distributed to all Board Members. All amendments require a simple majority of affirmative votes by the Board for adoption.
8. Public Hearings are hereby required for Zoning Ordinance modifications; adoption of the annual budget; setting of the millage rate; and other matters as required by State law or at the request of the Cherokee County Board of Commissioners.

STATE OF GEORGIA  
COUNTY OF CHEROKEE COUNTY

CHEROKEE COUNTY BOARD OF COMMISSIONERS  
POLICY NO. 03- P- 01

PUBLIC COMMENT POLICY

In 1999, the Cherokee County Board of Commissioners established a public input policy, to welcome citizen comment and attendance. The following is a revised edition of that policy. The original Policy No. 99-P-1 is hereby rescinded.

(1)

The Cherokee County Board of Commissioners does hereby establish a policy that “**Public Comment**” is invited and encouraged. However it must be made known that the Cherokee County Board of Commissioners will not participate in a public debate regarding any item of public comment.

(2)

Therefore, it is the policy of Cherokee County that time for public comment will be set aside for each regularly scheduled meeting. **If the item you wish to speak about is on the agenda, it will be at the discretion of the Board as to whether you will be allowed to speak.**

(3)

At both regular meetings, a fifteen (15) minute period, after the approval of the minutes of the previous meeting, will be set aside for public comment. Persons wishing to address the Board of Commissioners shall be required to sign up at a designated area on a sign up sheet provided before the meeting, giving their name and the topic of interest; the number of citizens appearing will be limited to five (5) on a first come first-served basis and will be limited to three (3) minutes per presentation. Their comments must be limited to their chosen topic. Only items pertaining to County business may be brought before the Board. The speaker is required to state their name and location in the County and whether he/she is speaking for himself/herself or for another.

(4)

Any person or persons, organization or group wishing to be put on the agenda and address the Board of Commissioners during a public appearance at which either official action will be considered or requested are required to submit a written request to their Post Commissioner, and the County Clerk, explaining the nature of the request, at least seventy-two (72) hours prior to said meeting.

(5)

Members of the public shall not make inappropriate, offensive, insulting or malicious remarks while addressing the Commissioners during public comment. All remarks shall be made to the Commission as a body and addressed through the Chair. Remarks shall not be made to a particular Commissioner.

(6)

A person may be barred from further speaking before the Commission in that meeting if his/her conduct is deemed out of order; a person, once barred for improper conduct, shall not be permitted to continue or again address the Commission in that meeting unless a majority vote of the Commission allows; in the event a speaker thus barred fails to obey the ruling, the Chair may take such action as is deemed appropriate. The Chairman may bar a person from addressing Commission meetings for up to thirty (30) days for improper conduct

As revised this 6th day of May, 2003.

## MISSION STATEMENT



The CHEROKEE COUNTY Board of Commissioners is dedicated to providing a " Superior Quality of Life " for its residents.

**OUR GOAL:**

To preserve the Beauty, Unique Character, and Desirability of the Community where we live, work, and play.

**OUR PROMISE:**

Listen to you; Respect your Rights; & Represent you with the highest standards of Ethics and Integrity.

**OUR COMMITMENT:**

Service Excellence & Continuous Improvement;

Accelerate Infrastructure Improvements;

State-of-the-art Public Safety facilities, training, and personnel;

Fiscal Responsibility & Conservative Planning to maintain lowest tax rates in ARC - Metro Atlanta.



## Cherokee County Board of Commissioners

### 2013 Meeting Schedule

Meetings are held the first and third **Tuesday** of each month, with the exception noted below in January. **Regular meetings are held at 6:00 p.m.** at the Cherokee County Administrative Complex located at 1130 Bluffs Parkway, Canton, GA 30114 in Cherokee Hall. Work Session begins at 3:00 p.m.

January	8th	22nd
February	5th	19 <sup>th</sup>
March	5th	19th
April	2nd	16th
May	7th	21st
June	4th	18th
July	2nd	16th
August	6th	20th
September	3rd	17th
October	1st	15th
November	5th	19th
December	3rd	17 <sup>th</sup>

### Cherokee County Holidays

Jan 1 – New Year’s Day  
Jan 21 – Martin Luther King Day  
May 27 – Memorial Day  
July 4 – Independence Day  
September 2 – Labor Day

November 11 – Veterans Day  
November 28 – 29 Thanksgiving  
December 24 – 26 – Christmas  
Birthday - Floating