

**CHEROKEE COUNTY  
BOARD OF COMMISSIONERS**

**Work Session**

**May 7, 2013**

**3:00 p.m.**

**Cherokee Hall**

**AGENDA**

1. Presentation by Chief Prather of the Cherokee County Haz Mat Team as was featured on CBS 46 Atlanta by Chief Prather.
2. Presentation on Lathemtown Library branch by Sequoyah Regional Library System Director, Susan White.
3. Discussion of Regular Agenda Items.

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Executive Session to Follow

**AMENDED**

# **AGENDA**

## **Cherokee County Board of Commissioners**

**May 7, 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**

### **PRESENTATIONS/PROCLAMATIONS**

None Scheduled.

### **AMENDMENTS TO AGENDA**

1. Remove item 3.2 under County Attorney: Etowah Community Development Standards.
2. Add item C under Chairman's Section: Discussion on funding of new library.
3. Add item 2.9 under County Manager Section: Consider Intergovernmental Agreement (IGA) between City of Waleska and the County.

### **ANNOUNCEMENTS**

1. A representative from GDOT is setup outside Cherokee Hall to hand out information on Public Open Houses regarding the SR 20 improvements from Canton to Cumming.
2. Woodstock Public Safety Foundation is sponsoring a day of Family Fun Events on Saturday, May 18<sup>th</sup>, in honor of law enforcement officers who have given their lives in the line of duty.

Hustle for Heroes Charity 5K begins at 7:30 a.m. followed by Police Memorial Ceremony at 10:00 a.m. and Woodstock Spring Festival.

Flyers and registration forms are available on the table outside Cherokee Hall.

3. Electronics Recycling and Shredding Event – City of Canton  
Saturday, May 11, 9 a.m. to 2 p.m. / 151 Elizabeth Street  
Flyers on table outside Cherokee Hall.
4. Burn Ban is in affect from May 1 through October.

**APPROVAL OF EXECUTIVE SESSION MINUTES FROM APRIL 16, 2013.**

As distributed by the County Manager.

**APPROVAL OF WORK SESSION MINUTES FROM APRIL 16, 2013.**

**APPROVAL OF REGULAR MEETING MINUTES FROM APRIL 16, 2013.**

**PUBLIC HEARING**

None Scheduled.

**PUBLIC COMMENT**

**ZONING CASES**

None Scheduled.

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**COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

- A. Reappointments to the Cherokee County Library Board for the term of July 1, 2013 to June 30, 2016: Vicki Benefield, Shelia Garrison, Ann Kinzer and Steve Scott.
  
- B. Discuss Ethics Board candidates.
  
- C. Amended: Discuss funding for new library.

**COMMISSION DISTRICT 1**

**HARRY B. JOHNSTON**

- A. Discuss addition of roosters not used for food production as potential nuisance animals under the Animal Control Ordinance.

**COMMISSION DISTRICT 2**

**RAYMOND GUNNIN**

**COMMISSION DISTRICT 3**

**BRIAN POOLE**

**VICE CHAIR/COMMISSION DISTRICT 4**

**JASON NELMS**

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## **CONSENT AGENDA**

- 1.1 Approve the surplus of electronic equipment stored in Magistrate Court for disposal on electronics recycling day.
  - 1.2 Request to set a Public Hearing to consider an amendment to Article 11 Signs, of the Cherokee County Zoning Ordinance, to add language to Article 11 to better define and regulate electronic signs in the unincorporated areas of Cherokee County and to amend regulations pertaining to flags and flagpoles.
  - 1.3 Consider surplus of vehicles and equipment from various County departments.
  - 1.4 Approve awarding Professional Services Agreement (PSA) to low bidder WFN Consulting, LLC, for Senior HOME Repair Program lead inspections services.
  - 1.5 Accept proposal for Professional Services from Ross Associates in the amount of \$19,400.00 to update the Cherokee County Impact Fee Program and approve budget amendment from Impact Fee Fund Reserves in the amount of \$4,400.00.
  - 1.6 Consider approval of QuitClaim Deed from the County to the City of Woodstock for portions of Woodstock Parkway consisting of 4.71 acres and 1.36 acres respectfully.
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## **COUNTY MANAGER**

- 2.1 Authorize award to low bidder for purchase of two (2) Chevrolet Tahoes Special Service Package vehicles for Fire-ES in the amount of \$60,620.00, approve striping and equipping of vehicles, and approve budget amendment.
- 2.2 Consider approval of proposal from Site Engineering, Inc., for construction of emergency pipe replacement on Woodridge Chase in Woodridge Subdivision in the amount of \$87,940.00.
- 2.3 Approval of MOU between the City of Waleska and the County and approval to purchase approximately 15.59 acres of property for the proposed City of Waleska Park in the amount of \$190,000.00 plus associated closing costs and attorney fees, not to exceed \$1,500.00.

Funding of this project is from the Cherokee County Park Bond Funds: City of Waleska Account PR123.

- 2.4 Approve budget amendment to transfer \$25,000.00 from Technical Services Account in the Engineering Department (Unincorporated County Services Fund) to the Professional Services account; and increase the Insurance Premium Tax revenue, which will be recorded into the Unincorporated County Services Fund, by \$85,000.00.
- 2.5 Consider approval of agreement between Hobgood Baseball, Inc. and Cherokee County for the use of the Youth Baseball Complex at Hobgood Park as unanimously recommended by the Cherokee Recreation and Parks Advisory Board.
- 2.6 Approval of granting water and sewer easement and perpetual right-of-way to Cherokee County Water and Sewerage Authority (CCWSA) for and over the water and sewer lines running within and to/from the new Cherokee County Aquatic Center, located at 1200 Gresham Mill Parkway, Holly Springs, Georgia.
- 2.7 Consider request for purchase of a 2013 Ford F350 Crewcab Service Truck from Wade Ford in the amount of \$26,779.00 for the Roads and Bridges.
- 2.8 Consider approval of a Subgrant Agreement between Cherokee County and the Atlanta Regional Commission for the development of a Comprehensive Transportation Plan (CTP) update.
- 2.9 Amended: Consider Intergovernmental Agreement (IGA) between the City of Waleska and Cherokee County for the county to administer and enforce Building and Construction Codes, Code Enforcement, Land Use, Fire Protection Codes, and Court Services (Magistrate).

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**COUNTY ATTORNEY**

- 3.1 Ratify Chairman's signature on the Development Authority of Cherokee County Revenue Bond Series 2013 (Cherokee Christian Schools, Inc. Project).

**ADJOURN**

# Stand Up And Recycle Event

Saturday, May 11, 2013

9 am until 2 pm



## ELECTRONICS RECYCLING

### Items Accepted at No Charge:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Personal Computers | <input type="checkbox"/> Copiers                | <input type="checkbox"/> Test Equipment        |
| <input type="checkbox"/> Laptops            | <input type="checkbox"/> Phones                 | <input type="checkbox"/> Wire/Cabling          |
| <input type="checkbox"/> Modems             | <input type="checkbox"/> PC Power Supplies      | <input type="checkbox"/> PC Monitors           |
| <input type="checkbox"/> Floppy/Disk Drives | <input type="checkbox"/> Stereos/VCR/CD-Players | <input type="checkbox"/> Networking Equipment  |
| <input type="checkbox"/> Printers           | <input type="checkbox"/> Scanners               | <input type="checkbox"/> Vacuum Cleaners       |
| <input type="checkbox"/> UPS Batteries      | <input type="checkbox"/> Keyboards              | <input type="checkbox"/> Car batteries         |
| <input type="checkbox"/> CD-Roms            | <input type="checkbox"/> Typewriters            | <input type="checkbox"/> Toaster Ovens         |
| <input type="checkbox"/> Fax Machines       | <input type="checkbox"/> Microwaves             | <input type="checkbox"/> De-Humidifiers        |
| <input type="checkbox"/> Cell Phones        | <input type="checkbox"/> Mouse/Mice             | <input type="checkbox"/> Battery Powered Tools |
| <input type="checkbox"/> Circuit Boards     |   |  |

### Chargeable Items: Televisions (\$10) CRT Monitors (\$5)

### Items NOT Accepted:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Console/Projection Televisions | <input type="checkbox"/> Washers Dryers | <input type="checkbox"/> Freezers Washers  |
| <input type="checkbox"/> Household Trash                | <input type="checkbox"/> Washer/Dryers  | <input type="checkbox"/> Blenders          |
| <input type="checkbox"/> Washer/Dryers                  | <input type="checkbox"/> Ovens          | <input type="checkbox"/> Mixers            |
|   |   | <input type="checkbox"/> Humidifiers       |
|   |   | <input type="checkbox"/> Gas Powered Tools |
|   |   | <input type="checkbox"/> Tires             |
|   |   | <input type="checkbox"/> Refrigerators     |

## DOCUMENT SHREDDING

Document Shredding - \$3.00 for each copy paper size box. There is no limit to how much you can shred; 1 box or 100 boxes.

**Items Accepted:** Paper of all sorts shapes and sizes!

- Binders • X-rays • Microfilm • Flms • Blueprints • Photographs
- Credit Cards • Computer Disks • Video's • C.D.'s

\*Any material that can be recycled will be taken to a processing center to be recycled into paper products.  
There is no charge by the minute or by the pound.



**May 18, 2013**  
**First Baptist Church of Woodstock**  
**7:30am: 5K Run/Walk**  
**8:30am: Kid's Fun Run**

Join the Woodstock Public Safety Foundation for our First Annual Hustle for Heroes 5K Run/Walk & Kid's Fun Run at First Baptist Church of Woodstock as we run in honor of those law enforcement officers who have given their lives in the line of duty in part with National Police Memorial Week. All proceeds will benefit the charitable programs sponsored by the Woodstock Public Safety Foundation including: Shop with a Hero, Law Enforcement Explorer Unit, Police Auxiliary Unit, Police Officer/Firefighter Assistance along with our several other charitable programs. After the race, join us in the Park at City Center for a police memorial service at 10:00am with our Second Annual Spring Festival to follow. Strollers are welcome.



**Register Early Online at: [http://active.com/event\\_detail.cfm?event\\_id=2091784](http://active.com/event_detail.cfm?event_id=2091784)**

**Race Day Registration begins at 6:30am. Race begins at 7:30AM.**

**5K Race: \$25 until 4/30/13 (\$30 after 4/30/13) Kid's Fun Run .25 mile (10 & under): \$10 5K Police/Fire/EMT: \$15**

*Registration fees are non-refundable. Technical t-shirt provided to all participants.*

Make checks payable to: Woodstock Public Safety Foundation (12453 Highway 92, Woodstock, GA 30188)

**Mail-In Registration Must be Postmarked by May 10, 2013**

**Awards to top male and female as well as in the following age groups:**

**10 & Under, 11-19, 20-29, 30-39, 40-49, 50-59, 60-69, 70 & Over**

**All Kid's Fun Run participants will receive a ribbon.**



Name: \_\_\_\_\_ DOB: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_\_\_ Male Female

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Main Phone: \_\_\_\_\_ Email: \_\_\_\_\_ T-shirt: S M L XL XXL(add \$2)

**5K Race: \$25 until 4/30/13 (\$30 after 4/30/13) Kid's Fun Run (.25 mile): \$10 5K Police/Fire/EMT Registration: \$15**

Registration Fee: \$ \_\_\_\_\_ + Additional Donation \$ \_\_\_\_\_ = \$ \_\_\_\_\_ (Department if Police/Fire/EMT: \_\_\_\_\_)

In consideration of acceptance of this entry, I waive any and all claims for myself and/or my heirs for any injuries I may incur as a result of my participation in the Hustle For Heroes 5K race, thereby releasing all sponsors and volunteers associated with this event from liability. I understand that jogging/running is a strenuous sport and I further state that I am in proper physical condition for this event.

Signature (parent of guardian sign if under 18): \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_



# Woodstock Public Safety Foundation

serving those who serve our community™

# SATURDAY MAY 18, 2013

Woodstock  
Public Safety Foundation

# HUSTLE FOR CHARITY HEROES 5K



# Woodstock Spring Festival

SPONSORED BY THE WOODSTOCK PUBLIC SAFETY FOUNDATION

**7:30AM**

5K Run/Walk

**8:30AM**

Kid's Fun Run

FIRST BAPTIST CHURCH OF WOODSTOCK

**11:00AM - 5PM**

PARK AT CITY CENTER

**Register at: [www.wpfoundation.org](http://www.wpfoundation.org)**

Race Day Registration begins at 6:30am

Join us as we run in honor of those law enforcement officers who have given their lives in the line of duty in part with National Police Memorial Week.

Police K9 Demonstrations

Police & Fire Vehicles

Bounce Houses & Games

Amazing Animal Show

Live Music & Great Food

**FAMILY  
FUN FOR  
A GREAT  
CAUSE**

# CHARITY RAFFLE

WIN AN ALL EXPENSE PAID  
**TRIP TO NEW YORK**  
FOR FOUR WITH AIRFARE, HOTEL,  
DINNER & 9/11 MEMORIAL TICKETS  
*PLUS NUMEROUS OTHER PRIZES!*

**POLICE MEMORIAL CEREMONY**

**10:00AM** PARK AT CITY CENTER  
IN PART WITH NATIONAL POLICE MEMORIAL WEEK



# SR 20 IMPROVEMENTS

From Canton to Cumming

## WHEN & WHERE

May 16, 2013  
Otwell Middle School  
605 Tribble Gap Rd.  
Cumming, GA

May 21, 2013  
Calvary Baptist Church  
137 Hightower Rd./SR 369  
Ball Ground, GA

5pm - 8pm

There will be no formal presentation. Displays at both locations will be identical.



[www.dot.ga.gov/sr20improvements](http://www.dot.ga.gov/sr20improvements)



## PUBLIC OPEN HOUSES

Georgia DOT is seeking ways to improve SR 20 between Canton and Cumming.

We want you to come and share your thoughts on the issues along SR 20 and how to best address them. All types of improvements are on the table and we want to hear from you!

## CONTACT

Karyn Matthews  
GDOT Project Manager  
[kmatthews@dot.ga.gov](mailto:kmatthews@dot.ga.gov)  
404.631.1584



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

**Work Session**

**April 16, 2013**

**3:00 p.m.**

**Cherokee Hall**

**MINUTES**

The Chairman began at 3:04 p.m. with all Commissioners present.

**1. Discussion on Lathemtown Branch Library with Susan White, Director, Sequoyah Regional Library System.**

Ms. White began with a background of a resolution from 2008 sent to the State that specified there would be room for an R.T. Jones expansion, which has been completed, and the construction of a new library in the northeastern part of the County along with operational funding beginning by 2012. The State approved \$2M for the new library which would have to be used by November 2013. It was originally decided to locate the new branch at the East Park project site. Due to the park's delay, the County purchased property on Highway 20 in Lathemtown to build the library. Ms. White stated that she and the Library Board feel there are two options: begin construction in May 2013 in order for the allotted funds to be used by November 2013 or cancel the project altogether. She addressed the concern by the Board of Commissioners of the operational funding.

Commissioner Johnston confirmed that the funds are an all or nothing thing. Ms. White said she spoke with the head of construction with the State and was told it had to be completed by November 2013. Commissioner Johnston confirmed that the funds are an all or nothing thing. Ms. White said she spoke with the head of construction with the State and was told it had to be completed by November 2013. Commissioner Johnston asked if she knew if the capital money for construction included in the \$2M was all lined up. Ms. Funk stated the County has \$1.5M from SPLOST V earmarked for the library in FY2014. Ms. White commented that the amount originally stated in the resolution was \$3.6M coming from the County and \$2M from the State for a total of \$5.6M. Chairman

Ahrens asked what the estimated operating expenses would be per year. Ms. White said that an analysis based on branches similar in square footage, she believed it to be about \$300,000. She added that it was an estimate since utility costs are uncertain. Commissioner Johnston asked about the number of staff planned for the facility. Ms. White replied that they planned to have five full-time staff and five part-time staff. The Chairman asked the earliest start date for hiring staff. Ms. White stated that based on the architects construction schedule, the project is to be completed by June 2014, so hiring would take place after the first of the year. Commissioner Johnston commented that the Board needs to decide if we can or will come up with the \$2M within the timeframe of the construction; and can we come up with operating costs for 2013 and 2014. If not, we're faced with cancelling the project. Ms. White added they have spent over \$300,000 of State money already that would have to be refunded if the project was cancelled. Commissioner Nelms confirmed with Ms. Funk that the \$1.5M is already allocated currently in SPLOST V and the \$2.1M gap is from future SPLOST in 2014. Mr. Cooper interjected that what would have to happen in the 2014 budget process is to do a cash flow analysis, see what projects are in the pipeline and what's under construction.

He would have to meet with Ms. Funk to go over the numbers. Commissioner Nelms added that the question will become, do we move forward here, and in doing so, do we push future projects back. Mr. Cooper stated he couldn't say there wouldn't be any negative impact on future projects. Commissioner Johnston commented that a real issue would be operating expenses since 2014 will be a difficult budget year. Mr. Cooper added another option would be to delay opening the library until maybe October or November of next year which would allow a little more time. The Chairman stated the delay in opening would be just a shift in timing to fit the budget year. Commissioner Nelms stated he would hate to see the County lose funds granted by the State. He agreed delaying the opening to the fall of next year would help from a cash flow standpoint. Mr. Cooper stated the challenge is that he doesn't anticipate a speedy recovery in the economy and will have to make some tough decisions. He doesn't anticipate breaking even until probably the following year. Commissioner Nelms asked Ms. White if opening in October would be realistic in her expectations of the operating side. She said she had hoped to open by June, but understood if the date needed to be pushed back due to the operating issues. She added they are just at the point of needing to know whether or not to sign the contract with the construction company that won the bid. The Chairman suggested adding the topic to the agenda for the May 7<sup>th</sup> meeting to further discuss.

The Chairman mentioned citizens have asked what the situation is on naming the future library. Ms. White stated the naming had already been completed by the building and grounds committee. They chose the name, and then presented it to the Board in January, and the Board voted on it. However, they decided to go back to the building and grounds committee and discuss it again and get some input from the community. The building and grounds committee will meet again and bring it back to the Board in August. The Chairman said he believes that to be a responsible decision.

NOTE: While not covered in the meeting, Ms. Funk later confirmed the following numbers in the FY2013 Budget document:

SPLOST V - \$1.5M earmarked for library construction to be spent in FY2014

SPLOST V - \$1.3M budgeted in FY2013 for general library books and capital – the Library could choose to direct this money to the library construction

SPLOST 2012 - (the “future” SPLOST referenced above): \$1.5M earmarked for library construction in FY2014

SPLOST 2012 – \$1.0M earmarked for other library needs (books and capital) beginning in FY2015

## **2. Financial Review – FY2012 Audit and CAFR by Janelle Funk.**

Ms. Funk provided an overview of the 2012 financial audit. She reviewed the historical results of audit findings. She believes the results are good considering the size of the County. She went over the process that occurs after the audit is complete. She then reviewed why and how a CAFR is prepared and reviewed the different sections of a CAFR. Ms. Funk showed the three findings from the audit. She stated she was pleased with the results and the findings were easy to correct. Ms. Funk reviewed the final results and commended the individual County departments for sticking to their budgets, specifically the expenditures. Commissioner Johnston confirmed that the difference between fund balance and cash is short-term receivables and payables. Ms. Funk stated the CAFR is on the County website and has been sent to various entities. She submitted the CAFR to the GFOA to be considered for an Achievement for Excellence in Financial Reporting certificate. The County should receive an acceptance letter from the State of Georgia sometime in May.

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

- Consider awarding Professional Services Agreement (PSA) to most responsive, responsible proposer, LifeQuest Services, for Ambulance Transport Billing Services, at a fee not to exceed 6.5% of total net billings per month. Thirteen proposals were received and the top three scored as follows (out of a possible 100): LifeQuest – 94.74%; Emergency Medical – 90.31%; Metro – 89.33%.

Mr. Cooper stated there would be no negative impact on expenditures. Commissioner Johnston asked if the former vendor would continue to collect everything they’ve billed or would the new vendor take over everything including

what's in progress. EMS Chief, Danny West responded that the present vendor would finish the current billing cycle and LifeQuest would start fresh on May 1<sup>st</sup>.

Ms. Angie Davis went over the **County Attorney's** portion:

Ms. Davis addressed a proposed amendment to the Professional Services Agreement with McClendon and Associates regarding the Forensic Audit. She mentioned they originally discussed putting it in the form of a motion but there are several issues to address and thought it best to put it in writing. We can then have the auditor sign the document as well as the consulting attorney that the auditor wishes to retain. Ms. Davis offered to discuss the components of the amended agreement. The Chairman said just a preview for the newer Commissioners would be fine. Ms. Davis gave a little background information stating the County had been approached by the forensic auditor with the indication that this review is massive. She added a large amount of review and research has been conducted thus far. She noted the original Professional Services Agreement set a cap of \$75,000 with a standard change order component that would allow Mr. Cooper to approve an additional \$25,000. The original \$75,000 has been used and the additional \$25,000 change order has been approved, thus \$100,000 has been used up to this point. Ms. Davis said we were presented with a revised budget. She stated the auditor emphasizes this is a very conservative "worse case" estimate of how much additional time and money she thinks it will cost to complete all that she needs to do and it would be referenced as a "not to exceed" amount. She is seeking and requesting an additional \$169,000 to complete the audit. Ms. Davis stated this was not unlike concerns expressed from the start. She added Ms. McClendon also requested to be able to retain a consultant in the form of a lawyer she has already selected. He sent the County a letter with information of his background and experience. He has worked with Ms. McClendon on other audits. Ms. McClendon believes it is important to have a legal consultant to guide her as she finishes the audit. Ms. Davis stated the auditor said the attorney is for keeping her on track by way of obtaining pertinent facts that would lead to potential claims or crimes. She also suggested in the scope of work, which was largely provided by the Grand Jury, is legal in nature and a non-lawyer couldn't conclude on such as contractual deficiencies. Ms. McClendon requested with respect to the retention of a legal consultant, a \$25,000 retainer as requested by the attorney, with a \$50,000 cap inclusive of the retainer. Ms. Davis said that Ms. McClendon assured that she would not ask for more. Another component to be addressed is delivery of the report. Ms. McClendon, Ms. Davis, and the District Attorney discussed the best way to handle the delivery of the report. It was determined that in order to be sure there is no question about the County guiding the report, tainting or changing the report that it go directly to the District Attorney's office. The District Attorney would then release it as she deems appropriate.

The Chairman agreed the timing is right to move forward. He added it is a huge undertaking as Ms. McClendon has to investigate to determine fact. She's not making judgment. He stated that they haven't been given any information other than to request additional resources. Commissioner Johnston stated it would take some getting used to in order to support a nearly three-fold increase from what was originally

approved. His concern is what we get for the additional costs. Ms. Davis said that there isn't a list of things covered under the cost and we can't ask nor would she answer. Ms. McClendon told Ms. Davis it is her professional obligation to see and know everything and she won't complete or call it complete until she knows that. Commissioner Johnston believes at some point she will have to make a judgment based on priority leads and be done. Ms. Davis stated that Ms. McClendon did disclose to her that if she follows a lead that turns out to be a dead-end, she writes it off and doesn't charge the County for it. By citizen demand, she also went back to 2005, so she's researching over eight years and \$18M worth of information. Ms. Davis stated that in her opinion from her contact with Ms. McClendon, she is exceedingly detailed and thorough. She will produce detailed bills at the conclusion of the investigation. Commissioner Nelms asked if she mentioned a possible date of completion. Ms. Davis said she had not. The Chairman stated that part of the other aspect of this is if she is called to the stand to testify, she's got to prove that she's done all this. Ms. Davis added that if the auditor were to be asked to stop at \$100,000 of work, the effort would be worthless and Ms. McClendon would have to state she cannot make a conclusion. Commissioner Nelms asked if they agree to fund it, can we get something from her stating this is the maximum amount. Ms. Davis responded that Ms. McClendon told her that this would definitely be the maximum amount. Ms. Davis added that we are not fronting the money, it will be billed monthly. Commissioner Poole asked that upon signing the amended Agreement that the auditor provide a finished product. Ms. Davis said she assures she would.

The Chairman stated the decision about the delivery of the report is important. Commissioner Johnston agreed that if the D.A. is willing to be the recipient and custodian of the report until the appropriate time she feels it should be released, it's alright. Ms. Davis stated that ultimately, it will be published. There will be accountability with that as the District Attorney will have had it in its original form so there's no question the County will ultimately be transparent. She thinks the District Attorney wants to ensure that something's not made public that would thwart her ability to prosecute if necessary.

Chairman Ahrens asked the Board if the recent Grand Jury presentments is something they would want to discuss during the regular meeting with consideration of replying by the next meeting. Commissioner Johnston stated he appreciates the Grand Jury's work and suggestions. If time allows, he believes they should discuss it.

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The Chairman asked if there was anything else, hearing none, a motion was moved by Vice-Chairman Nelms to adjourn the Work Session at 4:22 p.m. Commissioner Gunnin seconded and the motion carried unanimously.

Joint Work Session with RRDA to Follow

# MINUTES

## Cherokee County Board of Commissioners

April 16, 2013

Regular Meeting

CHEROKEE HALL 6:00 PM

### INVOCATION

Commissioner Nelms 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 Gunnin led the Pledge of Allegiance.

### CALL TO ORDER

### CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:06 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 Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

### RATIFY CLOSURE OF EXECUTIVE SESSION

Chairman Ahrens called for a motion to ratify closure of Executive Session at 5:55 p.m.

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

### PROCLAMATIONS(S)

1. Proclaiming **April 2013 as "Donate Life Month"** to honor those who made the decision to give the gift of life through organ, eye and tissue donation.

Kristi Howard was in attendance on behalf of Lifelink to accept the proclamation. After the Chairman read the proclamation, Ms. Howard spoke about her daughter who had died in a boating accident. She had been registered to be an organ donor and as a result, four lives were saved.

2. Proclaiming **May 2013 to be Older Americans Month.**

Senior Services Director Nathan Brandon and Parks and Recreation Director Bryan Reynolds were in attendance. Also in attendance were Silver Roamers members Dave and Fran Perky and Senior Center member Ruth Musgrove.

**AMENDMENTS TO AGENDA**

1. Add under Consent Agenda:

- 1.3 Consider approval of Resolution authorizing County Manager to execute agreement with the Georgia Department of Natural Resources for reimbursement of funds from the Hazardous Waste Trust Fund for work performed at the Blalock Landfill in the amount of \$31,880.00.

2. Add Under Chairman's Section:

- A. Discussion on City of Ball Ground Annexation Notice.

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

**ANNOUNCEMENTS**

1. Earth Day Recycling Event sponsored by the Chamber of Commerce

Wednesday, April 17 from 9:30 a.m. to 2:00 p.m.  
Chamber of Commerce-Upper Parking Lot / 3605 Marietta Hwy, Canton

2. CHEROKEE COUNTY RABIES CLINIC

Cherokee County 4-H Rabies Clinic is taking place at various schools in the county on **Saturday, April 20th**. This is an opportunity for residents to protect their pets against the deadly disease at the reduced cost of \$8 per animal. More information can be found on the flyers located on the table outside of Cherokee Hall or by calling 770-479-0444.

- 9:00 a.m.** R.M. Moore, Hickory Flat Elementary, Oak Grove Elementary
- 11:15 a.m.** Clayton Elementary, Woodstock Elementary, Sixes Elementary
- 2:00 p.m.** Ball Ground Elementary, Holly Springs Elementary, Canton Elementary

**APPROVAL OF EXECUTIVE SESSION MINUTES FROM APRIL 2, 2013.**

As distributed by the County Manager.

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

**APPROVAL OF WORK SESSION MINUTES FROM APRIL 2, 2013.**

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

**APPROVAL OF REGULAR MEETING MINUTES FROM APRIL 2, 2013.**

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

**PUBLIC HEARING**

None Scheduled.

**PUBLIC COMMENT**

- 1. Steve Brooks signed up to speak in support of the speed hump petition on Dock Lathem Trail.

**ZONING CASES**

**CASE NUMBER** : **13-01-001**  
APPLICANT : Stonetrust Investors, Inc.  
ZONING CHANGE : R-80 to GC  
LOCATION : 3171 Cumming Highway  
MAP & PARCEL NUMBER : 14N29, Parcel 036  
ACRES : 4.0  
PROPOSED DEVELOPMENT : Office/Service  
COMMISSION DISTRICT : 1  
FUTURE DEVELOPMENT MAP : Transitional Corridor/Country Estates

**PLANNING COMMISSION RECOMMENDATION : Denial**

Note: This case was discussed at the **March 19, 2013** meeting and was postponed to April 16, 2013.

Jeff Watkins gave a summary on the case. He said that he had spoken to the applicant who was willing to amend the application and be heard as O&I. He added that the action needed tonight was a vote to allow or deny the applicant to reapply. He added that they were prepared for the case to be heard at the next Planning Commission meeting upon Board approval. Commissioner Johnston, who is the District Commissioner, stated that it was his suggestion to see if the applicant was willing to accept O&I. He said he wasn't suggesting that he would approve O&I if the Planning Commission denied O&I, if he would app he'd like to remand the case back to the Planning Commission to at least hear the case again with no bias one way or the other.

Commissioner Johnston made a motion to allow the case to go back to the Planning Commission; Commissioner Nelms seconded and there was unanimous approval.

**CASE NUMBER** : **13-04-003**  
 APPLICANT : Homer and Jo Anne Whitmore  
 ZONING CHANGE : RA and R-15 to AG  
 LOCATION : 278 and 288 Steels Bridge Road  
 MAP & PARCEL NUMBER : 15N02, 069 and 070  
 ACRES : 5.123 +/-  
 PROPOSED DEVELOPMENT : Residential Uses  
 COMMISSION DISTRICT : 3  
 FUTURE DEVELOPMENT MAP : Suburban Living  
**PLANNING COMMISSION RECOMMENDATION** : **Approval**

Jeff Watkins gave a summary of the case. Commissioner Poole who is the District Commissioner for the property said that he was in approval to rezone the property back to AG as requested.

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

**CASE NUMBER** : **13-03-002**  
 APPLICANT : Jimmy Waldrop  
 ZONING CHANGE : RA and R-15 to AG  
 LOCATION : 226 and 258 Steels Bridge Road  
 MAP & PARCEL NUMBER : 15N02, 067 and 068  
 ACRES : 7.5 +/-  
 PROPOSED DEVELOPMENT : Residential Uses  
 COMMISSION DISTRICT : 3  
 FUTURE DEVELOPMENT MAP : Suburban Living  
**PLANNING COMMISSION RECOMMENDATION** : **Approval**

Jeff Watkins gave a summary of the case. Commissioner Poole who is the District Commissioner for the property said that as the case before, he was in approval to rezone the property back to AG as requested.

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

**COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

The Chairman stated that he wanted to add a comment prior to his amended item. He said that since the last meeting Commissioner Poole had put forth a candidate for the Board of Ethics. He added that he had also received a call today on another candidate. Commissioner Johnston asked if the candidate was Philip Dodge because he had also received the same recommendation. The Chairman confirmed that it was. The Chairman said as a side note that he had distributed to the Ethics Board all of the ordinance information for them to take a look at including the County's ordinance, the combined one and the draft from ACCG.

A. Amended: Discussion on City of Ball Ground Annexation Notice.

Chairman Ahrens stated that this annexation request of approximately 23 acres with no change in zoning, thus no increase in density, was discussed at the last meeting. He added that their intention is to have a winery. Also discussed at the last meeting was the question of why not just leave it in the County. He said that he had since spoken with Ball Ground City Manager Eric Wilmarth who explained that the City has had a long relationship with the requestors and that they have an existing business in the City, Wild Cat on a Wing. The Chairman said that it is a quality and unique idea with a real value to what they propose to provide. The Chairman said this item was actually planned for the next meeting date agenda, but he had spoken with City Manager Eric Wilmarth and with a better understanding now of the annexation request, he told him he would recommend a motion tonight that the County not oppose the annexation request. He asked Angie Davis her thoughts on this decision. Ms. Davis replied that there's really no objection we could make based on statutory criteria. Commissioner Johnston stated that their questions had really been only a matter of curiosity and that we didn't have a legal basis to oppose. He added that it truly makes no difference to the County whatsoever as far as taxes were concerned.

The Chairman restated as a motion that the County did not oppose the annexation request; Commissioner Johnston seconded and there was unanimous approval.

**COMMISSION DISTRICT 1**

**HARRY B. JOHNSTON**

**COMMISSION DISTRICT 2**

**RAYMOND GUNNIN**

**COMMISSION DISTRICT 3**

**BRIAN POOLE**

**VICE CHAIR/COMMISSION DISTRICT 4**

**JASON NELMS**

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**CONSENT AGENDA**

- 1.1 Consider request to surplus non-functioning computers and printers from the Tax Commissioner's Office and dispose of at Electronics Recycling Day.
- 1.2 Consider request to surplus non-functioning computers and printers from the Justice Center and dispose of at Electronics Recycling Day.
- 1.3 Amended: Consider approval of Resolution authorizing County Manager to execute agreement with the Georgia Department of Natural Resources for reimbursement of funds from the Hazardous Waste Trust Fund for work performed at the Blalock Landfill in the amount of \$31,880.00.

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

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**COUNTY MANAGER**

- 2.1 Consider awarding Professional Services Agreement (PSA) to most responsive, responsible proposer, LifeQuest Services, for Ambulance Transport Billing Services, at a fee not to exceed 6.5% of total net billings per month. Thirteen proposals were received and the top three scored as follows (out of a possible 100): LifeQuest - 94.74%; Emergency Medical – 90.31%; Metro – 89.33%.

Commissioner Gunnin made a motion to approve; Commissioner Poole seconded and there was unanimous approval 4-0. (Chairman Ahrens had stepped out of the meeting momentarily for a phone call.)

Commissioner Johnston asked Danny West if they were basing numbers on the PSA from net collections or net billing. Chief West replied that it was net collections.

2.2 Consider approval of Professional Services Agreements with Real Estate Acquisition Consultants, Inc. and Moreland Altobelli Associates, Inc. to perform appraisal and data book preparation for County roadway construction projects. Two proposals were received and both were within \$50 of each other for various tasks.

Commissioner Johnston made a motion to approve; Commissioner Gunnin seconded and there was unanimous approval 4-0. (Chairman Ahrens had stepped out of the meeting momentarily for a phone call.)

2.3 Consider approval of the Lake Allatoona/Upper Etowah River Watershed Study-Watershed Protection Plan. Long term monitoring required under the plan will be the responsibility of Cherokee County Water and Sewerage Authority.

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

2.4 Consider request to transfer \$117,781 from the DATE Fund reserves to the Drug Accountability Court.

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

2.5 Consider accepting donation of funds in the amount of \$10,000 for the care, maintenance and comfort of the dogs and cats at the Shelter, and budget amendment for said purpose.

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

- 2.6 Consideration of petition for the installation of multiple speed humps along Dock Lathem Trail between State Route 20 and Henry Scott Road. Petition submitted showed 84% approval of residents within the defined service area.

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

- 2.7 Consider acceptance of \$75,000 purchase price from buyer for property located 824 Santa Fe Trail and payment of 5% for real estate commission.

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

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### **COUNTY ATTORNEY**

- 3.1 Consider approval to execute Waiver of Conflict in the bankruptcy case involving Manor Subdivision.

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

- 3.2 Amend Professional Services Agreement with McClendon and Associates regarding Forensic Audit.

Ms. Davis went over the details for the proposed Amendment One to the PSA for the forensic audit related to Ball Ground Recycling and RRDA. She said that there were three sections to consider: Section 1 set a new 'not to exceed' amount of \$269,000 which is \$169,000 more than the original amount not to exceed; Section 2 is related to the delivery of the final audit which is now saying that it will be presented the District Attorney prior to being delivered to the Board; and Section

3 addresses Ms. McClendon's request to retain an attorney with a \$25,000 retainer and \$50,000 Cap including the retainer.

Commissioner Poole made a motion to approve amendment one; Commissioner Gunnin seconded and there was unanimous approval.

## **ADJOURN**

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made a motion to adjourn at 7:26 p.m.; Commissioner Poole seconded and the motion received unanimous approval.

**Cherokee County, Georgia  
Agenda Request**

SUBJECT: Disposal of Electronics - Magistrate Court      MEETING DATE: May 7, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

**COMMISSION ACTION REQUESTED:**

Approve the surplus of electronic equipment stored in Magistrate Court for disposal in electronics recycling day.

**FACTS AND ISSUES:**

Judge Drane, Chief Magistrate Court Judge, has requested to dispose of old unused electronics stored in Magistrate Court. Equipment includes: Bretford Audio-Visual Cart, Sanyo TV, Audio-Visual Cart, Orion VHS player, and Panasonic VHS Player.

**BUDGET:**

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

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

Contract Approval Required: Yes  No

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

**ADMINISTRATIVE RECOMMENDATION:**

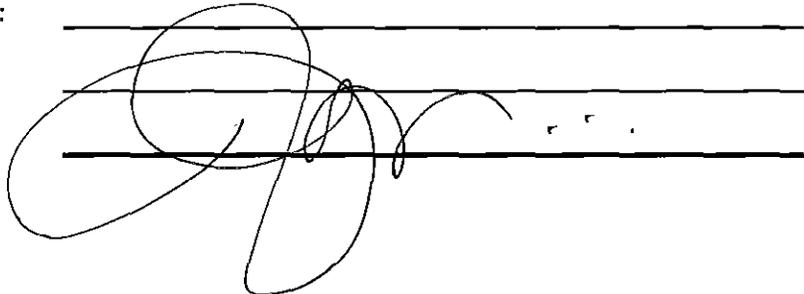
Approve disposal of electronic equipment at electronic recycling.

**REVIEWED BY:**

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

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

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



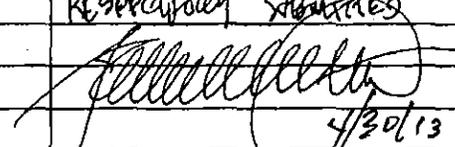
CHEROKEE COUNTY BOARD OF COMMISSIONERS  
 1130 Bluffs Parkway  
 Canton, GA 30114

SURPLUS PROPERTY TRANSFER FORM

Date: 4-30-13

Transferred From: CHEROKEE COUNTY MAGISTRATE COURT 90 NORTH ST., SUITE 150 CANTON, GA. 30114	Transferred To:
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Action Requested: \_\_\_\_\_ Transfer     Surplus    \_\_\_\_\_ Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	BREKPAD AUDIO VISUAL CARI (NO CONTENTS)	G	DON'T HAVE	NO NEED	HAVE
2	1	SANYO TV	G	"	"	"
3	1	AUDIO VISUAL CARI	G	"	"	"
4	1	ORION VHS PLAYER	G	"	"	"
5	1	PANASONIC VHS PLAYER	G	"	"	"
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17		RESERVED SIGNATURES				
18						
19						
20		4/30/13				

Purchasing Representative	Dept Property Coordinator	Received By
Signature:	Signature:	Signature:
Title:	Title:	Title:
Date:	Date:	Date:



**Cherokee County, Georgia  
Agenda Request**

SUBJECT: Amendment to Article 11 Signs, of Cherokee County Zoning Ordinance  
MEETING DATE: May 7, 2013

SUBMITTED BY: Jeff Watkins

**COMMISSION ACTION REQUESTED:**

Request a Public Hearing to consider an Amendment to Article 11 Signs, of the Cherokee County Zoning Ordinance to add language to Article 11 to better define and regulate electronic signs in the unincorporated areas of Cherokee County and to amend regulations pertaining to flags and flagpoles.

**FACTS AND ISSUES:**

Recently, the Zoning Board of Appeals was presented with several cases to adjudicate which involved electronic signs. Electronic signs are controlled through a computer and thus can be operated such that the sign copy can change automatically and as frequent as the sign owner desires. Article 11 of the Cherokee County Zoning Ordinance regulates Signs in the unincorporated areas of Cherokee County. Currently, electronic signs are not directly The amendment seeks to add language to regulate the size of electronic signs and how often the message is permitted to change.

In numerous incidents, staff has been approached by citizens and business owners who want to erect a flagpole on their property. Under current code restrictions flagpoles are limited to 8 ft. in height. This proposal seeks to amend the code to increase the height as well as the number of flagpoles one property may erect.

**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:**

Set a Public Hearing date for the proposed amendments to Article 11 of the Cherokee County Zoning Ordinance.

**REVIEWED BY:**

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

AGENCY DIRECTOR: *Jeff Watkins* \_\_\_\_\_

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

**Article 11 – Signs and Outdoor Advertising****11.1 Objectives and Purpose**

This article, which shall be known and may be cited as the Cherokee County Sign Ordinance, is to establish requirements for the placement, installation, and maintenance of signs in order to protect and promote the health, safety, welfare, and general well being of the citizens of Cherokee County. The zoning regulation of the placement, construction, maintenance of buildings and structures is a valid use of the police power, including the regulation of the placement, installation, and maintenance of signs. Signs must ordinarily be considered structures, and are capable of producing many of the same nuisances as are produced by buildings. The intent of this article to regulate the size, height and number of signs in such a manner as to protect and preserve the aesthetic qualities of the county while promoting traffic safety without causing unsafe conditions.

The Planning and Zoning Office will only oversee the number of signs, height, size and placement of signs. Cherokee County makes no determination or permits signs in regard to on-site or off-site locations. With these objectives and purposes in mind, the intention of this article is to authorize the use of signs that:

1. Are compatible with their surroundings in terms of zoning, existing land use, and architectural characteristics.
2. Are legible and compatible with the type of lawful activities to which the signs pertain in such a manner as to express the identity of the individual properties and/or of the county as a whole.

In addition, the regulation of signs within the county is necessary and in the public interest:

1. To protect property values within the county.
2. To protect the motoring public from damage or injury caused or partially attributable to distractions or obstructions from improperly designed or situated signs.
3. To promote the economic well being of Cherokee County by creating a favorable physical image.
4. To improve the legibility and effectiveness of all permitted signs.
5. To allow individuals equal and fair opportunity to advertise and promote their products and services without discrimination.
6. To eliminate excessive signage.
7. To protect the right of citizens to enjoy Cherokee County's natural scenic beauty.
8. To encourage the economic development within the county.

9. To regulate the construction, erection, maintenance and size of signs that may constitute a direct danger to pedestrians and property.
10. To preserve and promote the public health, safety and welfare in Cherokee County.

### **11.2 Jurisdiction and Applicability of Code Requirements**

- A. This article shall apply to all properties within the unincorporated areas of Cherokee County, Georgia. This article shall not relate to the copy or message on a sign within the unincorporated areas of Cherokee County.
- B. All signs and other advertising structures shall be constructed and maintained in conformance with the building and electrical codes adopted by Cherokee County.
- C. If any provisions or requirements of this article are in conflict with any other provision or requirement of this ordinance or any other applicable governmental law, ordinance, resolution, rule or other governmental regulation or any kind, the more restrictive rule or standard takes precedence.

### **11.3 Variances**

~~Variances from the provisions of this article may be requested.~~ Variances other than with respect to the frequency by which the image on a sign may change may be requested. All such variances shall be considered and decided by the Cherokee County Zoning Board of Appeals in accordance with officially adopted procedures and standards contained in the Cherokee County Zoning Ordinance.

### **11.4 Definitions**

Words and phrases used in this ordinance have the meanings defined in this section. In addition, words and phrases not defined in this section, but defined in the Zoning Ordinance of the county shall be given the meanings as set forth in such ordinance.

**ABANDONED SIGN** - A sign and/or sign structure which no longer correctly directs or exhorts any person, or advertises a bona-fide business, lessor, owner, product or service where such sign and/or sign structure is located.

**ADVERTISE** – To call the attention of the public to a product, business and/or event.

**ADVERTISING DEVICE** - Any structure or device situated on or attached to real property that is erected or intended for the purpose of advertising.

**AIR AND GAS FILLED DEVICE** - Any sign using, either wholly or in part, forced air or other gas as a means of supporting its structure.

**ANMATED ILLUMINATION OF EFFECTS** – means illumination or effects with action, moving characters or flashing lights. This may require electrical energy, but shall also include wind actuated devices. Specifically included is any motion picture or video

mechanism used in conjunction with any outdoor advertising structure in such a manner as to permit or allow the images to be visible from any public right of way. This definition does not include electronic message signs as permitted within this article.

**ANIMATED SIGN** - Any sign that all or any part thereof visibly moves or imitates movement in any fashion whatsoever. Any sign that contains or uses for illumination any lights (or lighting devices) that change color, flash or alternate, show movement or motion, or change the appearance of said sign or any part automatically, including any electronic sign which contains anything other than static messages or changes its message more often than permitted by this ordinance.

**AREA OF SIGN (COPY AREA)** - The area within a continuous perimeter enclosing the limits of writing, representation, emblem, or any figure of similar character together with any frame, other material, open space, or color forming an integral part of the display or used to differentiate such sign from the background against which it is placed.

**BANNER** - A sign hung either with or without a frame, possessing characters, letters, illustrations, or ornamentation applied to paper, plastic, or fabric of any kind. This excludes flags, emblems, and insignia of political, professional, religious, educational, or corporate organizations providing that such flags, emblems and insignia are displayed for non-commercial purposes.

**BEACON** - Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same zone lot as the light source; also, any light with one or more beams that rotate or move.

**BENCH SIGN** - A sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

**BILLBOARDS** – Freestanding signs or structures for the display of advertisements in public places or highways. All regulations relating to freestanding signs should apply.

**BUILDING MARKER** - Any sign indicating the name of a building, the date and incidental information about its construction and is cut into a masonry surface or made of bronze or other permanent material.

**BUILDING SIGN** - Any sign attached to any part of a building other than a freestanding sign.

**CANOPY** - Any permanent roof-like structure, including awnings and marquees, projecting beyond a building or extending along and projecting beyond the wall of a building, generally designed and constructed to provide protection from the weather.

**CANOPY SIGN** - Any sign attached to, or made a part of the front, side, or top of a canopy.

**COMMEMORATIVE SIGNS** – Any sign that honors the memory of or serves as a memorial to commemorate.

**COMMERCIAL MESSAGE** - Any wording, logo, or other representation that directly or indirectly, names, advertises, or calls attention to a business, product, service, or other commercial activity.

**COMMERCIAL OFFICE CENTER** - A single parcel of land containing two (2) or more businesses or establishments, including all forms of retail, wholesale and services.

**CONSTRUCTION SIGN** – A sign announcing the proposed or existing construction of a building or project.

**COPY** - The wording or graphics on a sign surface in either permanent or removable form.

**DIRECTIONAL SIGN** - An unofficial or non-standard traffic control sign, containing no commercial message except logos, intended to direct or regulate the movement of traffic and/or pedestrians. This includes, but is not limited to, 'enter', 'exit', 'drive through', and directional arrow signs. These signs may be freestanding or mounted on a building.

**DIRECTORY SIGN** - A sign, which gives the name and/or occupation of the occupants of a building or identifies the particular use of a building.

**DISTANCE** – The measurement in lineal feet from the closest point of a sign to the nearest property line or to the closest point of another sign, as the case may be

**ELECTRONIC SIGN** - A sign whose message may be changed at intervals by computer controller, microprocessor controller or remote control, and whose message is displayed through the use of LED, LCD, plasma or other similar type of panels or screens, including devices known as commercial electronic message signs and similar devices.

**EMERGENCY SIGN** – A sign erected by a governmental agency, a public utility company, or a contractor performing work within any right-of-way.

**ERECT** - To build, construct, attach, hang, place, suspend, paint or affix.

**ESTABLISHMENT** - A commercial, industrial, institutional, educational, office, business or financial entity.

**FLAG** - Any fabric, banner, or bunting or other flexible material containing distinctive colors, patterns, standards, words, or symbols, used as a symbol of an organization, a government, political subdivision or other entity.

**FLAGPOLE** – a permanently anchored pole on which a flag is hoisted and displayed.

**FLASHING** – A pattern of changing light illumination where the light intensity alternates suddenly during display of a message for the purpose of drawing attention to the sign.

**The term “flashing” excludes Electronic Signs operated in conformity with this ordinance.**

**FLASHING SIGN** - (See Animated Sign)

**FRAME EFFECT** - A visual effect on an Electronic Sign which depicts movement, fading, mosaic flips, wipes, or other changing effects associated with the transition from one static message to another.

**FREESTANDING SIGN** - Any sign, which is physically independent from any building or other structure and is entirely, supported by structures that are permanently at or below ground level.

**FRONTAGE, BUILDING** - The length of an outside building wall facing a street.

**FRONTAGE, STREET** - The length of the property line of any one parcel along a street on which it borders.

**GROUND SIGN** - A freestanding sign which has no space between the signage copy area and the ground surface.

**HISTORIC SIGN** - Any animated neon sign over thirty (30) years old, any existing barber pole or any other sign so designated by the Historic Preservation Commission. Extensions, additions and embellishments are not considered part of a historic sign.

**HOME OCCUPATION SIGN** - A sign for a legally permitted home occupation on a residential parcel of land, with advertising for services legally offered on the premises where the sign is located.

**IDENTIFICATION SIGN** - A sign depicting the name of a building and/or the address of an establishment on the premises where the sign is located. The name and/or address may be included as part of another signage type.

**ILLUMINATED SIGN** - A sign which contains an internal source of light or which is designed or arranged to reflect light from an artificial source.

**INCIDENTAL SIGN** - A general information sign that is secondary to the use of the parcel on which it is located. This includes credit cards accepted, official notice of services as required by law, trade affiliations, business hours, "telephone", "self-service" and other related information. These signs are typically located on doors, windows or building walls.

**INSTRUCTIONAL SIGN** - A sign that has the purpose of giving instruction, direction or an order.

**KIOSK SIGN** – A free-standing and multiple sided structure owned by the County and located in public rights-of-way that displays directional information to residential and commercial developments.

**MANSARD SIGN** - Any sign attached to or erected within 12 inches of an actual or simulated mansard of a building, with the sign face parallel to and within the limits of the building, not deemed to be a roof sign.

**MONUMENT SIGN** - A permanent sign, other than a freestanding pole sign, placed upon or supported by the ground independent of any other structure and constructed of stone, concrete, masonry, stucco or equal architectural material.

**MOVING SIGN** - (See Animated Sign)

**NONCONFORMING SIGN (LEGAL)** - Any advertising device or sign, including billboards, which were legally erected and maintained prior to the adoption or amendment of this ordinance, but no longer comply. Legal nonconforming signs require just compensation under the Highway Beautification Act for removal.

**NON-PROFIT ACTIVITY** - An activity, project, operation or enterprise of a temporary nature carried on by a corporation or an organization qualified as an exempt organization under applicable provisions of the Internal Revenue Code.

**PAINTED WALL SIGN** - Any sign that is applied with paint or similar substance on the face of a wall.

**PARCEL (LOT) - (BUSINESS LOT)** - Any standard lot or parcel of land, the boundaries of which, have been established by a recorded legal instrument and is recognized and intended as a unit for the purpose of transfer of ownership. The said parcel being duly recorded with the Clerk of Superior Court, Cherokee County.

**PERMANENT SIGN** - A sign permanently affixed to a building or the ground.

**PERSON** - Any association, company, corporation, firm, organization, or partnership, singular or plural, of any kind.

**PORTABLE SIGN** - Any sign supported by its own frame or trailer, with or without wheels, that is designed to move from one place to another.

**PREMISES** - An area of land with appurtenances and buildings which, because of its unity of use, may be regarded as the smallest conveyable unit of real estate.

**PRINCIPAL BUILDING** - The building with the principal use of the parcel on which it is located. Parcels with multiple principal uses may have multiple principal buildings. However, storage buildings, garages, and other clearly accessory are not considered principal buildings.

**PROJECTING SIGN** - Any sign affixed to a building or wall, which horizontally extends more than twelve inches beyond the surface of a building or wall.

**PUBLIC SERVICE SIGN** - A sign designed to render a public service such as 'time and temperature' and 'flashing news' signs.

**PUBLIC SIGNS** – A sign erected by or on behalf of a governmental body to post legal notices, identify public property, convey public information, direct or regulate pedestrian or vehicular traffic.

**REAL ESTATE SIGN** - A temporary sign erected by the owner, or agent, advertising the real property upon which the sign is located for rent, lease, or sale.

**RESIDENTIAL DISTRICT** - Includes all land zoned R-80, R-40, R-30, R-20, R-15, RD3 RTH, RZL, RM-10, RM-16, and PUD-Residential.

**REVOLVING SIGN** - (See Animated Sign)

**ROOF SIGN** - Any sign erected, constructed, and maintained upon or over the roof of any building and projecting above the roof line.

**ROOF SIGN (INTEGRAL)** - Any sign erected or constructed as an integral part of a normal roof structure of any design. No part of the sign can extend vertically above the highest portion of the roof and no part of the sign can be separated from the rest of the roof by a space of more than six inches.

**SETBACK** - The distance from the property line to the nearest part of the applicable building, structure, or sign, measured perpendicularly to the property line.

**SIDEWALK, SANDWICH OR A-FRAME SIGN** - A sign which is normally in the shape of an 'A' or some variation, which is usually two-sided.

**SIGN** - Any identification, description, illustration or device, illuminated or non-illuminated, which is visible to the general public and directs attention to a product, service, place, activity, person, institution, business or any emblem, painting, flag, banner, pennant, balloon, or placard designed to advertise, identify, or convey information.

**SIGN FACE** - The portion of a sign on which the copy is placed.

**SIGN NUMBER** - For the purpose of determining the number of signs, a sign shall be construed to be a single display surface or device containing elements organized, related and composed, to form a single unit. In cases where material is displayed in a random or unconnected manner or where there is reasonable doubt as to the intended relationship of such components, each component is considered to be a single sign. A projecting sign and both sign faces being less than 42 inches apart shall be construed as a single sign.

**SIGN STRUCTURE** - Any construction used or designed to support a sign.

**SNIFE SIGN** - A sign of any material that is attached in anyway to a utility pole, tree, fence, rock, or any other similar object located on public or private property. Snipe signs do not include 'keep out', 'posted' or 'no trespassing' signs.

**STREET** - Any public or private right-of-way for automobile use. This excludes alleyways, parking lots and driveways.

**STREET FRONTAGE** - The width in linear feet of a lot or parcel where it abuts the right-of-way of any public street.

**SUBDIVISION SIGN** - Any sign designed to identify a subdivision, neighborhood, or residential complex.

**TRAFFIC CONTROL SIGN** - A standard sign or electronic device (such as a traffic signal, stop sign, one way, handicap, no parking, fire lane, etc.) For the purpose of directing or regulating traffic and/or pedestrians.

**UNDER CANOPY SIGN** - A sign that is suspended from the underside of a canopy (including awnings and marquees), is perpendicular to the wall surface of a building, and whose copy is not clearly visible from a public right-of-way.

**UNLAWFUL SIGN (ILLEGAL SIGN)** - Any sign erected without a permit when a permit for the sign was otherwise required by this ordinance or previously adopted ordinance or code. A permitted sign which has not been properly erected in accordance with the permit application and approved sign permit or an otherwise lawful and permitted sign that has become hazardous or a nuisance to the public due to poor maintenance, dilapidation, or abandonment and so declared by the building official.

**WALL FACE** - A measurement of area equal to the height of the structure from the ground to the coping or eave of the roof multiplied by the width of the wall associated with the individual business. The wall face is to be measured for each wall independently.

**WALL SIGN** - Any sign affixed or attached to a wall of a building, extending no more than 12" beyond the wall and which displays only one sign surface.

**WINDOW SIGN** - Any sign, excluding identification and incidental signs, placed inside or upon a window, containing a commercial message, and intended to be seen from the exterior.

## 11.5 General Provisions

### 11.5-1 Permitting Requirements:

A. Except as specifically exempted from the provisions of this article, a person or firm may not legally post, display, enlarge, erect, move or substantially change a sign without first obtaining a sign permit from the zoning administrator or his designee. A change in the copy only of a sign or advertising device does not constitute a substantial change.

B. Permit Application. Applications for sign permits shall be filed by the sign owner or his agent with the zoning administrator or his designee upon forms furnished by the county. Applications shall describe and justify the following:

1. The type and purpose of the sign as defined in this ordinance.
2. The value of the sign.
3. The street address and zoning designation of the property where the sign is to be located and the proposed location of the sign on the property.
4. The square foot area per sign and the aggregate square foot area if there is more than one sign face.
5. The name(s) and address(es) of the owner(s) of the real property upon which the subject sign is to be located.
6. Written consent of the owner, or his agent, granting property upon which the subject sign is to be located.
7. For ground signs: a site plan drawn to scale, showing the proposed location of all primary and accessory ground sign(s) on subject property. The site plan includes a closed boundary survey of the property, gross acreage, the proposed sign location, street right-of-way lines, public or private easements, driveway locations and parking spaces.
8. For all signs: A sketch or print drawn to scale showing all dimensions with pertinent information such as wind pressure requirements and display materials in accordance with the Standard Building Code as adopted by Cherokee County.
9. Name, address, phone number and business license number of the sign contractor.
10. All applicants for electrical signs must obtain an electrical permit.
11. A written agreement to indemnify and hold the county harmless of all damages, demands or expenses of every type which may in any manner be caused by the sign or sign structure.

C. Fees. No permit shall be issued until the appropriate application has been filed with the zoning administrator or his designee and permit fees have been paid as adopted by the Board of Commissioners and as amended from time to time.

D. The zoning administrator or his/her designee shall grant a completed application if the proposed sign meets the requirements of this article.

E. The zoning administrator or his/her designee shall provide written notice of the granting or denial of an application with thirty (30) business days following submission of a completed application. In the event no action is taken within thirty (30) business days, the application shall be deemed granted.

F. Permit Expiration. A sign permit shall become null and void if construction of the sign has not begun within a period of two (2) months from the date of issuance and completed within six (6) months from the date of issuance. Issuance of a sign permit shall in no way prevent the county from later declaring the sign to be nonconforming or unlawful with further review of available information, the sign is found not to comply with the requirements of this ordinance.

E. Identification Label. With each sign permit, the Zoning Administrator or his designee shall issue a label bearing the same number as the sign permit with which it is issued. The duty of the permittee or his agent is to affix such to the sign or its supporting structure in such a manner as to be visible from a street right-of-way.

**11.5-2 Construction, Maintenance Requirements:**

A. Erecting or placing any sign that does not conform to the requirements of this ordinance is unlawful.

B. All signs for which a permit is required, together with all their supports, braces, guys and anchors shall be kept in constant repair. Signs shall be kept clean, neatly painted and maintained at all times so as not to be detrimental to public health and safety.

C. No trash shall be allowed to accumulate in the area around a sign and all weeds shall be kept out.

D. Removal of abandoned signs. Any structure formerly used as a sign, but not in use for any other purpose, must be removed by the owner of the property within thirty (30) days after written notification from a designated official of Cherokee County or sixty (60) days after its use as a valid sign has ceased. After which time, the county may cause the removal of the sign at the property owner's expense.

**11.5-3 Lighting Requirements:**

A. Lighted, neon or luminous signs giving off light resulting in glare, blinding or any other such adverse effect on traffic shall not be erected or maintained.

B. The light from illuminated signs shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways. Lighting shall not be directed skyward.

C. No illuminated signs shall be constructed or maintained within fifty (50) feet of any residential district or dwelling, except within the TND district.  
(Ord. No. 2007-Z-002, 08-07-07)

D. Signs with flashing, intermittent or animated illumination or effect shall be excluded from all districts provided, however, time and weather informational signs, official warning or regulatory signs and electronic signs which are operated in conformity with this article, shall be exempt from this requirement.

E. No sign shall be erected which simulates an official traffic control or warning sign in such a manner as to confuse or mislead the motoring public or hide from view any traffic or street sign or signal.

#### **11.5-4 Height Requirements:**

The height requirements of a sign shall be computed as the distance from the base of the sign at normal grade to the highest attached component of the sign or sign structure, whichever is higher. Normal grade shall be construed to be the lower of (1) existing grade prior to construction or (2) the newly established grade after construction, exclusive of any filling, berming, mounding or excavating solely for the purpose of locating the sign. Cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade, at the base of the sign, is equal to the elevation of the nearest point of the crown of a public road. In addition, the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower. Refer to Table 11.1 for specific height limits and requirements.

#### **11.5-5 Additional Requirements:**

A. The owner shall remove any sign relating to a business or other use located on the same lot within 30 days after vacating the premises.

B. Real estate signs shall be removed within ten days of the sale, rental or lease of the property advertised; however, the use of a 'SOLD' attachment to a sign pending the completion of a sales transaction shall not be construed as a sale.

C. Campaign signs shall be removed within thirty (30) days of the election or any runoff election.

D. No sign shall be erected or maintained which obstructs any fire escape, any means of escape or ventilation, or which prevents free passage from one part of a roof to any other part thereof; nor shall any sign be attached in any form, shape or manner to a fire escape.

E. No sign shall be erected, maintained, painted, drawn or attached to any utility pole, fence, rock, tree or any other natural feature.

F. It shall be unlawful to post any signs or advertisements on any building, fence or other property belonging to another person without the written consent of the owner thereof. Such consent shall be included with the sign permit application.

G. Signs erected for the purpose of identifying a premise shall not also contain advertising except that of the use identified.

H. All signs shall be located on or over private property only, except those specifically permitted by this article.

I. All signs shall be erected in such a manner as to not interfere with or obstruct the view of any authorized traffic sign, signal or device.

J. All signs shall be located in such a way that they maintain horizontal and vertical clearance from all overhead utilities in accordance with National Electrical Code specification. In no case shall any sign be installed within five (5) feet horizontally or vertically from an overhead utility line or utility guy wire.

K. Corner Visibility Clearance: In any distance, no sign or sign structure (above the height of three feet) shall be maintained within fifteen (15) feet of the intersection of the right-of-way lines extending of two streets, or of a street intersection with a railroad right-of-way. However, a sign structure, if not more than ten (10) inches in diameter located on a corner lot where services are provided to the motoring public, may be located within the required corner visibility area. This is provided if all other requirements of this article are met and the lowest elevation of the sign surface is at least ten (10) feet above the ground level.

L. Electronic signs. Electronic signs may be used in accordance with the following provisions, provided that legal non-conforming freestanding signs shall not be converted to electronic signs except in accordance with the provisions of this article.

1. The following shall apply to all electronic signs:

- a. Electronic signs shall only be used as freestanding signs and shall not be allowed as canopy, wall or awning signs as defined in this ordinance.
- b. Electronic signs shall contain static messages only, and shall not have movement nor flashing on any part of the sign structure, design, or pictorial segment of the sign, nor shall such sign have varying light intensity during the display of any single message. Transitions between messages shall not use frame effects or other methods which result in movement of a displayed image during such transition.
- c. Electronic signs must operate within brightness levels as established in this ordinance.
- d. Each sign must have a light sensing device that will adjust the brightness of the display as the natural ambient light conditions change.
- e. The owner of said electronic sign shall provide to the Development Service Director, information for a 24-hour contact able to turn off the electronic sign promptly if a malfunction occurs. If, at any time more than 50 percent of the digital display lights

- malfunction or are no longer working, the owner of said electronic sign shall turn off the electronic display until repairs are made.
- f. In the course of processing a complaint, the staff of Cherokee County may request a certification of the brightness (under measurement conditions) by an independent contractor (if such has not been certified within the preceding 12 months). If this investigation and certification indicates that the electronic sign exceeds the brightness levels specified in this ordinance, the owner of the sign, within 24 hours of a request by the staff of Cherokee County, shall turn off the sign until the brightness of the sign is corrected to comply with this ordinance at owner's expense.
  - g. Any electronic sign whose face or structure is physically removed for whatever cause must alter the sign to comply with this ordinance.
  - h. No electronic sign shall utilize, house or contain any interactive features or components, or function as an interactive sign.
  - i. Electronic signs shall not be allowed in residential zones
2. Electronic signs located on non-residentially zoned property: Electronic signs may be utilized for and in conjunction with any sign permitted by this ordinance on non-residentially zoned property, provided that each such electronic sign shall comply with the following requirements in addition to and in conjunction with those specified in subsection (1) hereinabove:
- a. Must be located on a property/lot with at least 200 feet of public road frontage on one road (if abutting more than one public road, sign may only be erected along a road with more than 200 feet of frontage) and cannot be within 200 feet of another electronic sign that may be permitted on the same property/lot. For the purposes of measurement, mitered corners will not be included in road frontage calculations.
  - b. Electronic messaging portion of sign shall not exceed \_\_\_\_\_ square feet per allowable sign area and may not have more than two electronic sign areas per sign.
  - c. Each individual static message must be displayed for not less than \_\_\_\_\_ seconds.
  - d. Electronic signs located on non-residentially zoned property may not operate at brightness levels of more than 0.20 foot candles above ambient light levels (at measurement conditions) as measured at a distance of 125 feet.
  - e. If the electronic sign is located in the line of sight of a residentially occupied structure on a residentially zoned property, such electronic sign shall not operate at brightness levels of more than 0.1 foot candles above ambient light levels (at measurement conditions) as measured at the nearest portion of such residential structure.

3. Notwithstanding any provisions otherwise providing for variance to the terms and limitations in the zoning ordinance, the limitation on the frequency by which the image on a sign may change shall not be subject to variance other than by amendment to this section.

### **11.6 Prohibited Signs**

The following signs and advertising devices are prohibited within the unincorporated portions of Cherokee County.

1. Signs, which advertise or encourage an illegal activity as defined by local, state or federal laws.
2. A-frame, sandwich type, sidewalk or curb signs.
3. Swinging or projecting signs except as permitted in the TND district.  
(Ord. No. 2007-Z-002, 08-07-07)
4. Rotating or animated signs involving motion or sound including those that flash, blink, change image, or show any form of movement, excluding electronic signs as allowed by this article, historic signs and those officially designated for public service.
5. Signs that resemble any official traffic control device or emergency vehicle markings.
6. Portable signs. (mobile, trailer)
7. Flags, banners, streamers, tethered balloons or other inflatable signs or figures, except as authorized by this regulation (grand opening permit process).
8. Signs that make use of the words 'stop', 'go', 'slow', 'caution', 'danger', 'warning' or similar words, phrases, symbols or character in such a manner as to interfere with, mislead or confuse automobile traffic except construction signs or barricades and except when the words are incorporated in the permanent name of a business.
9. Courtesy benches, waste containers or other forms of street furniture on which advertising is displayed.
10. Snipe signs.
11. Search lights and beacons.
12. Signs attached to or painted on vehicles of any type, which are conspicuously parked in proximity to a right-of-way and obviously parked in such a way as to advertise any business or service to motorists or pedestrians.
13. Signs that emit visible smoke vapor particles or odor.

### **11.7 Exempt Signs**

Except as otherwise provided, the following on-premise signs may be erected without securing a permit. Such exempt signs shall not be considered in determining the allowable number or size of signs on a zoning lot. However, the signs must comply with all other applicable sections of this article and applicable codes and regulations. The erection of any sign not listed in this section shall require a permit.

1. One (1) professional name plate for each establishment. Each professional nameplate shall not exceed two (2) square feet in area.

2. One (1) separate identification sign for each establishment when affixed to a building wall or window and limited to a maximum size of two (2) square feet. The purpose of this sign is to identify the establishment's property number (address), suite or unit number, post office number, etc.

3. One (1) informational bulletin board for public, charitable, educational or religious institutions when located on the premises of said institution and affixed to a building wall. Bulletin boards may not exceed thirty-two (32) square feet in area and shall be located in such a manner that said bulletin board will satisfy the required setback requirements for the zoning district in which the bulletin board is located.

4. Traffic, directional, warning or official notices that otherwise meet the location, size and height requirements of the ordinance.

5. One (1) non-illuminated temporary real estate sign per street frontage and provided as follows:

(a) Maximum sign area shall be limited to four (4) square feet with a maximum height of eight (8) feet.

(b) Multiple listing strips, sale pending and sold signs may be allowed when attached to a real estate sign and are subject to the same maximum area and maximum height requirements.

(c) One (1) on-premise open house or open for inspection sign, not exceeding four (4) square feet in area with a maximum height of eight (8) feet, may be allowed in addition to the above requirements.

(d) All the temporary real estate signs shall be removed within thirty (30) days after ownership or occupancy has changed.

(e) In agricultural zoned districts with parcels greater than ten (10) acres, the maximum sign area is 32 square feet with a maximum height of eight (8) feet.

(f) Real Estate brochures/information boxes may be allowed with a maximum of 1 brochure/information box per parcel of land.

6. Flags.

~~(a) All flags shall be displayed on purpose-built, professionally fabricated flagpoles and shall not exceed 8 feet in height in all zoning districts.~~

(a) ~~(b)~~ Each lot shall be allowed a maximum of ~~two (2)~~ three (3) flagpoles with a maximum height of 30 feet each unless a special land use permit or variance is obtained pursuant to the Zoning Ordinance.

(b) ~~(e)~~ A maximum of two (2) flags shall be allowed per flagpole.

~~(d) Flags displaying a logo, message, statement, or commercial message and banners not meeting the definition of a flag contained herein shall conform to all applicable ordinances pertaining to signs.~~

(c) ~~(e)~~ A vertical flagpole must be set back from the property boundaries a distance which is at least equal to the height of the flagpole.

(d) ~~(f)~~ Flags and flagpoles shall be maintained in good repair, and to the extent applicable shall be in compliance with the building code. Flagpoles with broken halyards shall not be used and flags which are torn or frayed shall not be displayed.

~~(g) On officially designated county, state, or federal holidays, there shall be no maximum flag size or number or other limitations of display.~~

(8) *Official flags or insignias.* Flags or insignias of the United States, the state or any other nation, state or government. Such flags or insignias shall be flown in compliance with the standards applicable under state and federal law. Flags or insignias of the United States, the state or any other nation, state or government shall not be used for the purpose of advertising, selling or promoting the sale of any good or service.

(9) *Other flags or insignias.* Flags or insignias other than official flags or insignias, shall be limited to one per lot and shall not exceed 40 square feet in area.

7. Integral decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights.

8. Non-advertising directional signs or symbols not exceeding two (2) square feet designed to direct and inform the public as to location or direction to a parcel of private property (e.g., entrance, exit, caution, slow, no trespassing, service areas or loading and unloading areas).

9. Signs for temporary garage sales, yard sales, and the like, located in residential districts and subject to the following provisions:

(A) On-premise signs shall be limited to one (1) sign per parcel of property.

(B) The maximum area of the sign shall be four (4) square feet and the maximum height shall be eight (8) feet.

(C) Signs must be removed at the close of the sale.

(D) Weekend Directional Signs (WEDS):

Definition: WEDS shall convey directions to a specific, time-limited weekend place or event. For example: Premises that are for sale or lease, a church or community gathering, yard sales, moving sales, estate sales, etc.

Zoning Districts: WEDS shall be allowed in all zoning districts.

Time Allowed: WEDS shall be allowed from 3:00 p.m. on Friday to 7:00 a.m. on Monday. The responsibility to remove all WEDS prior to 7:00 a.m. Monday is of the sign owner.

No Permit Req. WEDS do not require a permit or a permit fee. However, written permission of the property owner must be provided to the Cherokee County Planning and Zoning Department indicating that the property owner acquiesces to the erection of the WEDS sign on his or her property. Further, each sign shall prominently display identification issued by the Cherokee County Planning and Zoning Department indicated the property owner's permission and the sign location.

Construction: WEDS shall not exceed four (4) square feet of sign area and three (3) feet in height and may be double-faced. WEDS shall be mounted on an independent single or double pole device. WEDS shall not be affixed in any manner to trees, natural objects, street light poles, utility poles, other signs or other sign structures. WEDS shall be made of metal, plastic, laminated cardboard or some other durable and waterproof material. No sign shall be made of paper.

Location: There shall be only one WEDS. All WEDS must be placed on private property with the owner's permission.

10. Works of art which do not contain a commercial message.

11. Historic signs.

12. Municipal signs.

13. Signs on public transportation vehicles.

14. Signs painted on or otherwise attached to motor vehicles which are not conspicuously parked in proximity to a right-of-way, and obviously not parked in such a way as to advertise any business or service to motorists or pedestrians. This may

include signs for realtors, surveyors, engineers, plumbers, electricians, delivery trucks, lawn service, etc.

15. Holiday lights, flags for decorative purposes, including small flagpoles, and other decorations, which do not require a permit and must not exceed sixteen (16) square feet.

#### 16. Signs in the Right-Of-Way

It shall be unlawful for any person to install a sign in any public right-of-way except for the following:

- Public signs
- County owned kiosk signs
- Emergency signs

The Zoning Administrator or his/her designee is hereby authorized to immediately remove any illegal sign located in any public right-of-way.

17. Non-commercial message with a maximum total surface area not to exceed thirty-two (32) square feet per lot. In residential districts and agricultural districts with parcels less than ten (10) acres, each sign will be limited to four (4) square feet with a maximum height of eight (8) feet. In agricultural and residential districts with parcels ten (10) acres or greater and all other districts, freestanding signs are limited to thirty-two (32) square feet with a maximum height of eight (8) feet.

### 11.8 Permitted Signs by Type and Zoning District

In addition to the signs that are exempt from the permitting requirement, the following signs are allowed with a permit:

1. Commercial and industrial lots are allowed three (3) signs. Only one of the three can be a freestanding sign. A business within a shopping center can have a maximum of two (2) signs. The shopping center is allowed the freestanding sign. Freestanding signs are limited to one hundred twenty (120) square feet with a maximum height of thirty-five (35) feet, and may contain commercial and/or non-commercial speech.

#### Freestanding Commercial Signs

- (A) Freestanding commercial signs must be primarily of masonry construction compatible with primary building on the site and must be built in "true" monument style.
2. Agriculture and residential districts of ten (10) acres or greater are allowed one (1) freestanding sign limited to thirty-two (32) square feet with a maximum height of eight (8) feet, and may contain commercial and/or non-commercial speech. Agricultural and residential districts of less than ten (10) acres are allowed one freestanding sign limited to four (4) square feet with a maximum height of eight (8) feet.

3. Churches/Clubs & Lodges, Non-Commercial – One freestanding sign per lot. In agriculture/residential districts/uses (AG, R-80 to TND), freestanding signs will be limited to thirty-two (32) square feet with a maximum of eight (8) feet in height. In non-residential districts, (Commercial/Industrial) freestanding signs will be limited to one hundred twenty (120) square feet with a maximum height of thirty-five (35) feet, and may contain commercial and/or non-commercial speech.
4. Subdivisions – Signs for the identification of a subdivision must be monumental (brick, stone, stucco, or masonry). Two signs are allowed on either side of the entrance with the height a maximum of ten (10) feet. The copy area has a total maximum of 64 square feet for both or a maximum of 32 square feet per side entrance. There are to be no signs on islands. However, one double-faced sign is allowed with a maximum of 50 square feet.
5. Temporary Signs - Decorative flags, banners, balloons, bunting for community or non-profit organization celebrations, conventions, commemorations and grand-opening events for a prescribed period of one week.
  - A. A temporary sign must not have flashing lights or copy, moveable parts or colored lights that may closely resemble those of traffic signals, emergency vehicles or airport beacons.
  - B. A temporary sign with copy must not be confused with authorized traffic signs or which may use words, phrases, symbols or characters that may interfere with, mislead or confuse motorists.
6. If the parcel has two street frontages, two freestanding signs are allowed in any zoning district.

### 11.9 Appeal

1. A person whose permit application has been denied or a permittee whose permit has been revoked may appeal the decision of the zoning administrator or his/her designee to the Zoning Board of Appeals, pursuant to Article 15 of this Ordinance.
2. The Board shall reach a decision following a public hearing within thirty (30) days.
3. Appeals to the Board of Commissioners are pursuant to Article 15.8. And any decision by the Board of Commissioners must be made within thirty (30) days after the public hearing.
4. Certiorari. In the event a person whose permit has been denied or revoked is dissatisfied with the decision of the Board of Commissioners, he/she may petition for writ of certiorari to the Superior Court of County as provided by law.

**11.10 Severability and Amendments**

It is hereby declared to be the intention of the governing authority that the sections, paragraphs, sentences, clauses and phrases of the Sign Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by judgment or decree of any court of competent jurisdiction, the unconstitutional or invalid phrase, clause, sentence, paragraph or section shall be struck and the remaining phrases, clauses, sentences, paragraphs, and sections shall be effective as if the unconstitutional or invalid portion had not existed.

See Table 11.1, District Requirements for Permanent Signs



**Cherokee County, Georgia  
Agenda Request**

Agenda No. 1.3
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**SUBJECT:** Surplus of Vehicles and Equipment      **MEETING DATE:** May 7, 2013

**SUBMITTED BY:** Michael Dupuis

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**COMMISSION ACTION REQUESTED:**

Consideration to surplus vehicles and equipment from various County departments.

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**FACTS AND ISSUES:**

In preparation for the County's surplus equipment auction the attached list of vehicles and equipment have been identified as no longer meeting the needs of various County departments. The list contains twenty eight (28) vehicles and two (2) pieces of equipment.

All surplus items will either be disposed of or scheduled for the surplus equipment auction.

A surplus equipment auction has been scheduled for Saturday, May 11, 2013.

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**BUDGET:**

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

Budget Adjustment Necessary: No

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**ADMINISTRATIVE RECOMMENDATION:**

Approval to surplus vehicles and equipment from various County departments.

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**REVIEWED BY:**

DEPARTMENT HEAD:

*Michael Dupuis*

COUNTY ATTORNEY:

COUNTY MANAGER:

*[Signature]*

## CHEROKEE COUNTY SURPLUS VEHICLE AUCTION

UNIT #	YEAR	MAKE	MODEL	VIN	CONDITION	DEPT
2040456	2004	FORD	CROWN VIC	2FAFP71W44X115263	RUNS	S/O
2040403	2003	FORD	CROWN VIC	2FAFP71W03X186216	RUNS	S/O
2040411	2003	FORD	CROWN VIC	2FAFP71W83X186206	RUNS	S/O
2040410	2003	FORD	CROWN VIC	2FAFP71W43X186218	RUNS	S/O
2010422	2003	FORD	CROWN VIC	2FAFP71W93X198350	RUNS	S/O
2045457	2004	FORD	CROWN VIC	2FAFP71W14X115270	RUNS PARTS CAR	S/O
2040494	2005	FORD	CROWN VIC	2FAFP71WX5X117763	RUNS PARTS CAR	S/O
2045502	2005	FORD	CROWN VIC	2FAFP71W85X164984	RUNS	S/O
2010364	2000	FORD	CROWN VIC	2FAFP71W0YX209985	RUNS	S/O
2045519	2006	FORD	CROWN VIC	2FAFP71W06X113982	RUNS	S/O
2010291	1997	FORD	CROWN VIC	2FAFP71W2VX152008	RUNS	S/O
2020353	1984	CHEVROLET	4 WD	1GCCD34J3EF351927	RUNS	S/O
2020432	2003	FORD	EXPLORER	1FMZU63W43ZB47383	RUNS	S/O
2020433	2003	FORD	EXPLORER	1FMZU63W63ZB47384	RUNS	S/O
2045507	2005	FORD	CROWN VIC	2FAFP71W35X164973	RUNS	S/O
1987-003	1987	CHEVROLET	C70	1GBJ7D1B0HV112047	RUNS	FIRE
	2002	CHEVROLET	TRAIL BLAZER	1GNDS13S122396954	RUNS	TAX COMMISSIONER
5400011	2002	FORD	F 250	1FTNF20L52EC79297	RUNS	MARSHAL
540012	2002	FORD	F 250	1FTNF20L32EC79296	RUNS	MARSHAL
<b>AMBULANCES</b>						
2003-001	2003	FORD	F450	1FDXF46P63EB99423		EMS
2003-002	2003	FORD	F450	1FDXF46P03EB99420		EMS
2003-003	2003	FORD	F450	1FDXF46PX3EB99425		EMS
2003-005	2003	FORD	F450	1FDXF46P73EB99429		EMS
2003-006	2003	FORD	F450	1FDXF46P53EB99428		EMS
2003-007	2003	FORD	F450	1FDXF46P13EB99426		EMS
2003-010	2003	FORD	F450	1FDXF46P93EC03027		EMS
2003-012	2003	FORD	F450	1FDXF46P33EB99427		EMS
<b>PARKS &amp; REC</b>						
2611644	1995	FORD	F800	1FDXF80C25VA74074	RUNS	PARK & REC
2611657		NEW HOLLAND	SKIDSTEER LX885	115584	RUNS	PARK & REC
2611668		EXMARK LAZER Z	72" MOWER	3413414861		PARK & REC

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

**Surplus Property Disposition**

Date: 01/22 2013

FORM-SPD001

Transferred From: <i>Sheriff office (ADC)</i>	Transferred to: <i>Surplus Auction</i>
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Action Requested:	<input type="checkbox"/> Transfer	<input type="checkbox"/> Surplus	<input type="checkbox"/> Destruction
	<input type="checkbox"/> Trade-in		

Line	Qty	Description (Model, Serial#, Etc.)	Condition G-Good F-Fair P-Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Echo Blower, PB400E, 559345	P			
2	1	Echo Blower, PB400E, 559838	P			
3	1	Scotts Mower, 42551XB, 5001805730072	P			
4	1	John Deer Mower, BF20249, G-XL00A072020	F			
5	1	Murray Mower, 22315XBC, 7428111812 AV388	P			
6	1	Scotts Mower, 2446X8B, 7408606994V00231	P			
7	1	Scotts Mower, 2446X8B, 7408606994V00216	P			
8	1	Scotts Mower, 2446X8B, 7408606992J00142	P			
9	1	Echo Edger, PE2000, 512899	P			
10						
11						
12						

Purchasing Representative	Dept. Property coordinator	Received By:
Signature:	Signature:	Signature:
Title:	Title:	Title:
Date:	Date:	Date:

*Approved - Major K.P. Johnson*



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

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SUBJECT: Quitclaim Deed

MEETING DATE: May 7, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

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COMMISSION ACTION REQUESTED:

Authorize the Chairman to execute the quitclaim deed to the City of Woodstock for former County right of way that became City of Woodstock right of way through annexation of property on both sides of the right of way pursuant to O.C.G.A. § 36-36-37(c).

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FACTS AND ISSUES:

The purpose of the deed is to clarify of record that the right of way described in the deed is City, not County, right of way due to the City annexing property on both sides of the right of way and pursuant to O.C.G.A. § 36-36-37(c), which provides that county right of way becomes municipal right of way by operation of law upon a municipality's annexation of property on both sides of the right of way (unless the county and the municipality enter into an agreement to the contrary).

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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 formContract 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 quitclaim deed.

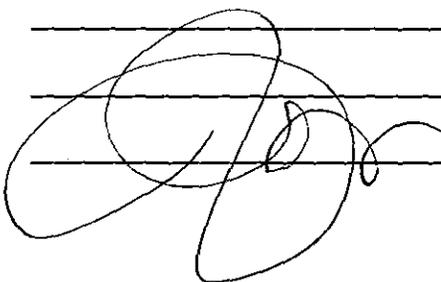
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REVIEWED BY:

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

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

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



[Space Above This Line For Recording Data]

RETURN TO:  
Moore Ingram Johnson & Steele, LLP  
326 Roswell Street, Ste. 100  
Marietta, GA 30060

## QUITCLAIM DEED

**STATE OF GEORGIA**  
**COUNTY OF COBB**

THIS INDENTURE made the \_\_\_\_ day of \_\_\_\_\_ in the year of Two Thousand Thirteen, between

### **CHEROKEE COUNTY, GEORGIA**

a political subdivision of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

### **CITY OF WOODSTOCK, GEORGIA**

a political subdivision of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns, where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey, and forever QUITCLAIM unto the said Grantee

### **COUNTY TO CITY TO AOS TRACT**

All that tract or parcel of land lying and being in Land Lots 853, 854, 875, 876, 15<sup>th</sup> District, Cherokee County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the westerly right-of-line of Rope Mill Road (having a variable width right-of-way), said point being North 26°01'42" East, 324.3 feet, more or less, along a tie-line from the centerline intersection of Rope Mill Road and Townsend Parkway; Thence running, North 35°09'37" East, 30.49 feet to a point; Thence, North 57°37'15" West, 18.87 feet to a point; Thence, North 32°22'45" East, 63.64 feet to a point; Thence, 376.39 feet along the arc of a curve to the left having a radius of 339.97 feet and being scribed by a chord bearing North 02°24'29" East, 357.46 feet to a point at the corner of a mitered intersection of said westerly right-of-way line of Rope Mill Road and the southeasterly right-of-way line of Woodstock Parkway (having a variable width right-of-way); Thence, North 54°22'47" West, 42.86 feet to a point at the northwest corner of said mitered intersection; Thence running in a southwesterly direction along said southeasterly right-of-way of Woodstock Parkway, South 56°43'04" West, 202.31 feet to a point; Thence, 160.45 feet along a curve to the left, having a radius of 1103.92 feet and being scribed by a chord bearing South 52°33'14" West, 160.31 feet to a point; Thence, North 51°17'09" West, 99.97 feet to a point on the northwesterly right-of-way line of Woodstock Parkway; Thence, North 56°38'05" East, 635.57 feet to a point; Thence, North 56°38'06" East, 38.55 feet to a point; Thence, North 56°38'05" East, 238.84 feet to a point; Thence, North 56°37'02" East, 505.11 feet to a point; Thence, 154.69 feet along the arc of a curve to the left having a

radius of 697.30 feet and being scribed by a chord bearing North 49°04'04" East, 154.37 feet to a point; Thence, North 42°24'10" East, 7.54 feet to a point; Thence, North 42°05'35" East, 280.00 feet to a point at the southeast corner of a mitered intersection of the northwesterly right-of-way line of Woodstock Parkway and the southeasterly right-of-way line of Ridgewalk Parkway (having a variable width right-of-way); Thence leaving said southeast corner of said mitered intersection and running, South 47°54'55" East, 84.01 feet to a 5/8 inch rebar found at the southwest corner of a mitered intersection of the southeasterly right-of-way of Woodstock Parkway (having a variable width right-of-way) and the southeasterly right-of-way line of Ridgewalk Parkway (having a variable width right-of-way); Thence leaving said southwest corner of said mitered intersection and running in a southwesterly direction along said southeasterly right-of-way line of Woodstock Parkway and running, South 42°05'35" West, 280.00 feet to a point; Thence, 108.85 feet along a curve to the right, having a radius of 781.30 feet and being scribed by a chord bearing South 46°05'07" West, 108.76 feet to a point; Thence, South 50°04'31" West, 6.57 feet to a point; Thence, 76.32 feet along a curve to the right, having a radius of 666.71 feet and being scribed by a chord bearing South 53°21'17" West, 76.28 feet to a point; Thence, South 56°38'03" West, 6.57 feet to a point; Thence, South 56°38'07" West, 812.21 feet to a concrete monument found at the northeast corner of a mitered intersection of said southeasterly right-of-way line of Woodstock Parkway and the northeasterly right-of-way line of Rope Mill Road (having a variable width right-of-way); Thence leaving said mitered corner of said intersection and running, South 11°02'30" West, 50.00 feet to a point; Thence, South 06°35'45" West, 83.72 feet to a point; Thence, South 04°30'43" East, 76.81 feet to a point; Thence, 233.84 feet along the arc of a curve to the right having a radius of 423.97 feet and being scribed by a chord bearing South 03°19'40" West, 230.88 feet to an iron pin set; Thence, 58.70 feet along the arc of a curve to the right having a radius of 423.97 feet and being scribed by a chord bearing South 23°05'40" West, 58.65 feet to a point; Thence, North 53°51'35" West, 22.33 feet to a point; Thence, 53.06 feet along a curve to the right, having a radius of 401.94 feet and being scribed by a chord bearing South 30°20'26" West, 53.02 feet to a point; Thence, South 34°07'21" West, 51.58 feet to a point; Thence leaving said southeasterly right-of-way line of Rope Mill Road and running, South 78°59'12" West, 59.17 feet to a point and the true POINT OF BEGINNING.

Said tract contains 4.71 ACRES (205,126 square feet), more or less.

Together with:

#### COUNTY TO CITY TO CODY TRACT

All that tract or parcel of land lying and being in Land Lot 875 of the 15<sup>th</sup> District, Cherokee County, Georgia, and being more particularly described as follows:

To find the true point of beginning, COMMENCE at a point on the westerly right-of-line of Rope Mill Road (having a variable width right-of-way), said point being North 26°01'42" East, 324.3 feet, more or less, along a tie-line from the centerline intersection of Rope Mill Road and Townsend Parkway; Thence running, North 35°10'59" East, 30.51 feet to a point; Thence, North 57°37'15" West, 18.87 feet to a point; Thence, North 32°22'45" East, 63.64 feet to a point; Thence, 376.38 feet along the arc of a curve to the left having a radius of 339.97 feet and being scribed by a chord bearing North 02°24'35" East, 357.45 feet to a point at the corner of a mitered intersection of said westerly right-of-way line of Rope Mill Road and the southeasterly right-of-way line of Woodstock Parkway (having a variable width right-of-way); Thence, North 54°22'37" West, 42.87 feet to a point at the northwest corner of said mitered intersection; Thence running in a southwesterly direction

along said southeasterly right-of-way of Woodstock Parkway, South 56°43'04" West, 202.31 feet to a point; Thence, 160.45 feet along a curve to the left, having a radius of 1103.92 feet and being scribed by a chord bearing South 52°33'14" West, 160.31 feet to a point and the true POINT OF BEGINNING; Thence running, 235.05 feet along the arc of a curve to the left, having a radius of 1103.92 feet and being scribed by a chord bearing South 42°17'25" West, 234.61 feet to a point; Thence, South 36°16'57" West, 334.30 feet to a point; Thence leaving said southeasterly right-of-way of Woodstock Parkway and running, 278.19 feet along the arc of a curve to the left having a radius of 852.50 feet and being scribed by a chord bearing South 53°54'53" West, 276.95 feet to a point along the northwesterly right-of-way of Woodstock Parkway; Thence running along said northwesterly right-of-way of Woodstock Parkway, North 36°11'03" East, 808.97 feet to a point; Thence, North 56°38'06" East, 28.62 feet to a point; Thence leaving said northwesterly right-of-way and running, South 51°17'09" East, 99.97 feet to a point and the true POINT OF BEGINNING.

Said tract contains 1.36 ACRES (59,195 square feet), more or less.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

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

Signed, sealed and delivered  
in the presence of:

**CHEROKEE COUNTY, GEORGIA**

\_\_\_\_\_  
(Unofficial Witness)

\_\_\_\_\_  
BY: L. B. AHRENS, JR., CHAIRMAN

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

\_\_\_\_\_  
BY: CHRISTY BLACK, COUNTY CLERK



### Cherokee County, Georgia Agenda Request

SUBJECT: HOME Program Lead Inspection Services  
Professional Services Agreement

MEETING DATE: May 7, 2013

SUBMITTED BY: Marianne Pieper, CDBG Coordinator

**COMMISSION ACTION REQUESTED:**

Consider awarding Professional Services Agreement (PSA) to WFN Consulting, LLC for Senior HOME Repair Program Lead Inspection Services.

**FACTS AND ISSUES:**

Four firms were asked to submit written proposals for Lead Inspection and Risk Assessment Services for the Senior HOME Repair Program. The total amount paid under this Agreement shall not exceed \$25,000 per County fiscal year. All proposals were reviewed by CDBG Staff and the Procurement Department and all three (3) met the specifications in the proposal. Proposals were received from three (3) firms:

<u>Per Home Cost</u>	<u>WFN</u>	<u>Life Environmental</u>	<u>Southeast Lead</u>
Lead-based Paint Inspection and Reports	\$500	\$800	\$700
Risk Assessment and Report	\$450	\$150	\$850
Lead Clearance Inspection and Report	\$250	\$400	\$650
Total Max Per Home	\$1,200	\$1,350	\$2,200

The Procurement Department and the CDBG staff recommend award to the most responsive, responsible proposer, WFN Consulting, LLC at a maximum per home cost of \$1,200 and an amount not to exceed \$25,000 per County fiscal year. WFN Consulting was the previous provider of these services.

All fees will be reimbursed from the HOME Program Grant.

**BUDGET:**

Budgeted Amount:	Account Name: Payments to Others
Amount Encumbered:	Account #: 27340000-573000-HOME
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:**

Consider awarding Standard Professional Services Agreement to WFN Consulting, LLC for the Senior HOME Repair Program Lead Inspection Services at an amount not to exceed \$25,000 per County fiscal year.

**REVIEWED BY:**

DEPARTMENT HEAD: Marianne Pieper

AGENCY DIRECTOR: Janelle Burk

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

This is the Standard Professional Services Agreement of Cherokee County. Any consultant doing business with the County must enter into this Agreement.

### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is effective as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and WFN Consulting, LLC, ("Consultant"), collectively referred to as the "Parties."

#### WITNESSETH THAT:

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as LEAD INSPECTION AND RISK ASSESSMENT SERVICES; and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS**, the Consultant has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, the Consultant desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS**, the public interest will be served by this Agreement;

**NOW, THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

#### I. SCOPE OF SERVICES AND TERMINATION DATE

##### A. Project Description

Lead Inspection and Risk Assessment Services

##### B. The Work

The Work to be completed under this Agreement (the "Work") consists of lead-based paint inspections, risk assessments report and lead clearance inspection reports on an as-needed basis. Consultant will initiate contact with the property owner to schedule inspections within one (1) week of receiving a Notice to Proceed (NTP) from the County. Consultant will complete all reports in such form, manner and number as specified by the County. Consultant will provide all forms and other related information, materials, equipment and assistance to perform the Work. The Consultant will utilize an industry approved X-ray Fluorescence Analyzer (XFR Analyzer) for all inspection services covered under this Agreement.

**C. Schedule, Completion Date, and Term of Agreement**

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed within three (3) weeks of the issuance of a written Notice To Proceed (NTP). If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

**II. WORK CHANGES**

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Consultant and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Consultant shall proceed with the changed work.

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Consultant.

C. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000 must be approved by resolution of the Cherokee County Board of Commissioners.

**III. COMPENSATION AND METHOD OF PAYMENT**

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted upon County acceptance of inspection and report of the individual job, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, or times or locations required in order to complete such tests or

inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed the below quoted prices, except as outlined in Section II(C) above:

Service	Cost Per Job (Home)
<b>Lead-based Paint Inspection and Reports</b> <i>Consultant's Inspector will conduct a surface-by-surface investigation to determine the presence of lead based paint and provide a report to the County explaining the results of the investigation.</i>	<b>\$500.00</b>
<b>Risk Assessment and Report</b> <i>Consultant will perform an on-site investigation to determine the existence, nature, severity and location of any lead based paint hazards; and will provide a report to the County explaining the results of the investigation and options for reducing lead based hazards.</i>	<b>\$450.00</b>
<b>Lead Clearance Inspection and Report</b> <i>Consultant's Inspector will conduct a limited clearance inspection of the housing unit to ensure that any previously identified lead as been properly abated in accordance with EPA Federal Regulation 391-3-27-05 (Elimination of a Lead Based Paint Hazard).</i>	<b>\$250.00</b>

The compensation for Work performed shall be based upon the pricing quoted in the Consultant's Proposal dated April 11, 2013, attached hereto and incorporated by reference as Exhibit D. Under no circumstances shall total paid Consultant exceed Twenty-Five Thousand Dollars (\$25,000) per County fiscal year (October – September).

C. There are no Reimbursement costs included as part of this Agreement.

#### IV. COVENANTS OF CONSULTANT

##### A. Expertise of Consultant

Consultant accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement.

**B. Budgetary Limitations**

Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Consultant's profession and industry, Consultant will give written notice immediately to the County.

**C. County's Reliance on the Work**

The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's Work performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

**D. Consultant's Reliance on Submissions by the County**

Consultant must have timely information and input from the County in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by the County, but Consultant shall be required to provide immediate written notice to the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

**E. Consultant's Representative**

Kim Roberts shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

**F. Assignment of Agreement**

The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

**G. Responsibility of Consultant and Indemnification of County**

The Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered

pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

#### **H. Independent Contractor**

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Consultants, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

#### **I. Insurance**

##### **(1) Requirements:**

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing

by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (c) Professional Liability of \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against

the County and County Parties for losses arising from work performed by the Consultant for the County.

(vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The Insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.

(6) Verification of Coverage:

Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors:

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement. The entity name as an additional insured shall be "Cherokee County, acting by and through its Board of Commissioners".

**J. Employment of Unauthorized Aliens Prohibited**

**(1) E-Verify Affidavit**

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County. In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Consultant agrees to provide completed copies of Exhibit "B" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Consultant's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

Consultant agrees that the employee-number category designated below is applicable to the Consultant.

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement, the Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

**(2) SAVE Affidavit and Secure Verifiable Document**

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant's legal status in the Country *each* time that Consultant obtains a public benefit, including any contract, from the County. Consultant hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "C", and submitted such affidavit to the County in person, electronically, or by mail. Further, Consultant verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Consultant's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Consultant verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

**K. Records, Reports and Audits**

**(1) Records:**

- (a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

**(2) Reports and Information:**

Upon request, the Consultant shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

(3) **Audits and Inspections:**

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

**L. Conflicts of Interest**

Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics.

**M. Confidentiality**

Consultant acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Consultant agrees that confidential information it receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

**N. Licenses, Certifications and Permits**

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

**O. Key Personnel**

This Section not used.

**P. Authority to Contract**

The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

**Q. Ownership of Work**

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Consultant ("materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County, and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

**R. Nondiscrimination**

In accordance with Title VI of the Civil rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV.R in every subcontract for services contemplated under this Agreement.

**V. COVENANTS OF THE COUNTY**

**A. Right of Entry**

The County shall provide for right of entry for Consultant and all necessary equipment to perform the services outlined in Exhibit D, in order for Consultant to complete the Work.

**B. County's Representative**

Marianne Pieper, telephone: 770-721-7806, email address: [mpieper@cherokeega.com](mailto:mpieper@cherokeega.com) shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

**VI. TERMINATION**

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure.

B. Upon termination, County shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.

C. Upon termination, the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the County.

D. The rights and remedies of the County and the Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

#### **VII. NO PERSONAL LIABILITY**

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

#### **VIII. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

#### **IX. SUCCESSORS AND ASSIGNS**

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

#### **X. APPLICABLE LAW**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

## XI. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

## XII. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

## XIII. NOTICES

### A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Marianne Pieper, or her designee for the County and Kim Roberts for the Consultant.

### B. Official Notices

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

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

**NOTICE TO THE CONSULTANT** shall be sent to:

WFN Consulting, LLC.  
145 Church Street, Suite 200  
Marietta, GA 30060

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

#### **XIV. WAIVER OF AGREEMENT**

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement.

#### **XV. NO THIRD PARTY RIGHTS**

This Agreement 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.

#### **XVI. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

#### **XVII. FORCE MAJEURE**

Neither the County nor Consultant shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONSULTANT; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

**IN WITNESS WHEREOF** the County and the Consultant have executed this Agreement effective as of the date the County Manager executes this Agreement on behalf of the County.

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT:

WFN Consulting, LLC

By: [Signature]

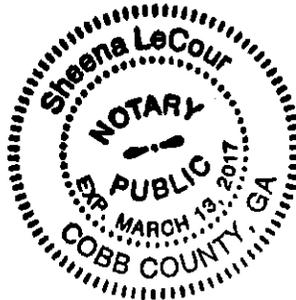
Its: President

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public



[NOTARY SEAL]

My Commission Expires:

3/13/17

CHEROKEE COUNTY

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

Its: \_\_\_\_\_

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_

EXHIBIT "A"

STATE OF Georgia  
COUNTY OF  Cobb

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to sue and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period and should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit B. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

60678  
Federal Work Authorization User Identification Number  
8/17/2007  
Date of Authorization  
WFN Consulting, LLC  
Name of Contractor  
Lead Inspection/Risk Assessment Services  
Name of Project  
Cherokee County Board of Commissioners  
Name of Public Employer

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

Executed on the 16th day of April,  
2013  
in Maricopa (city), GA (state).

[Signature]

Signature of Authorized Officer or Agent

Nick Autera

Printed Name of Authorized Officer or Agent

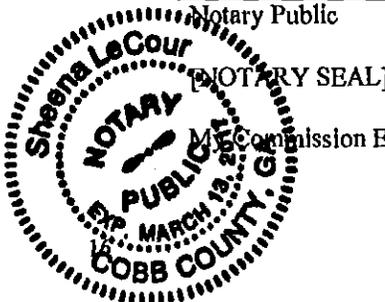
President

Title of Authorized Officer or Agent

Subscribed and sworn before me on this  
16 day of April,  
2013.

Sheena LeCour

Notary Public



[NOTARY SEAL]

Commission Expires 3/13/2017

**EXHIBIT "B"**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services with \_\_\_\_\_ (name of contractor) on behalf of Cherokee County has registered with, is authorized to sue and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor agrees that it will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

\_\_\_\_\_  
Lead Inspection/Risk Assessment Services  
Name of Project

\_\_\_\_\_  
Cherokee County Board of Commissioners  
Name of Public Employer

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

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

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

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

[NOTARY SEAL]

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

EXHIBIT "C"

**SAVE AFFIDAVIT**  
**O.C.G.A. § 50-36-1(e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cherokee County Board of Commissioners, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) X I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:  
\_\_\_\_\_

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Marietta (city), GA. (state).

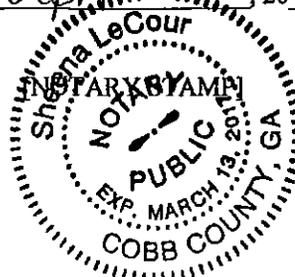
WFN Consulting, LLC  
Company Name

[Signature]  
Signature of Applicant

Dick Astorin  
Printed Name of Applicant

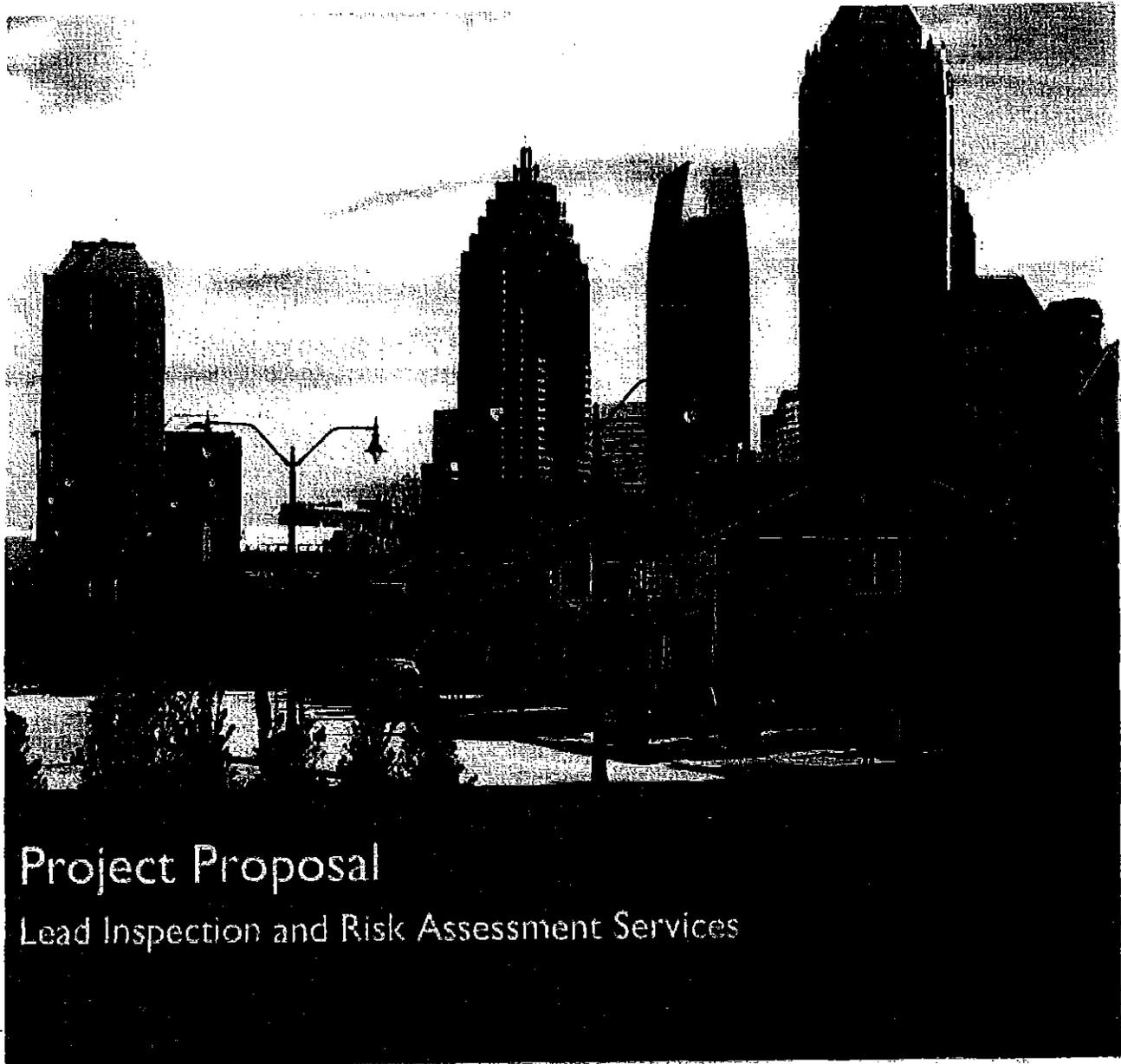
Subscribed and sworn before me on this the 16 day of April, 2013

NOTARY PUBLIC  
My Commission Expires: 3/13/2017



**EXHIBIT "D"**

Consultant's Proposal dated April 11, 2013.



# Project Proposal

## Lead Inspection and Risk Assessment Services

*Prepared For:*  
Cherokee County Procurement and Risk Management Department  
Ms. Kristl Thompson  
1130 Bluffs Parkway  
Canton, GA 30114

145 Church Street • Suite 200 • Marietta, GA 30060  
770.420.5634 • [winconsulting.com](http://winconsulting.com) • [mail@winconsulting.com](mailto:mail@winconsulting.com)



## Project Proposal

Lead Inspection and Risk Assessment Services for Cherokee County, Georgia

April 11, 2013

Ms. Kristi Thompson  
Cherokee County BOC - Procurement  
1130 Bluff Parkway  
Canton, GA 30114

Dear Ms. Thompson,

WFN Consulting, LLC is an industry expert in managing the complexity of government grant programs. With over 30 years of experience, we possess in-depth knowledge of planning, implementation, monitoring and reporting compliance responsibilities, particularly in the administration of HUD grant programs. While WFN has worked extensively with clients across the United States, our decades-long experience is steeped in service to jurisdictions in the metro Atlanta area, including Cobb and Gwinnett counties, and the greater southeastern region of the United States. Our prior work and familiarity with Cherokee County and close proximity make our firm the optimal choice for completing the inspections.

As practitioners on the ground in many communities, it's about offering national expertise to our clients, but understanding the intricacies of even the smallest community. WFN's team of trained grant experts provides several products for our clients in order to facilitate successful program administration and compliance, including extensive experience in completing lead based paint inspections, asbestos inspections, and mold remediation.

On behalf of WFN Consulting please accept this proposal to perform **Lead-Based Paint Inspection and Risk Assessment Services** for Cherokee County. This proposal details deliverables based on lead inspections on two (2) homes, as needed by Cherokee County currently, as part of the Community Development Block Grant (CDBG) Program. If selected, WFN Consulting is prepared to enter into an annual services agreement for future inspections with a maximum term of three (3) years. We understand all work will be requested on an "as-needed" basis, and that there is no guaranteed minimum contract value.

Please review the contents of this proposal closely. As the undersigned individual, I am authorized to negotiate a potential contract with Cherokee County on behalf of WFN Consulting.

Sincerely,



Nick Autorina, President  
WFN Consulting, LLC



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770.420.5634 • wfnconsulting.com • mail@wfnconsulting.com

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## Project Proposal

Lead Inspection and Risk Assessment Services for Cherokee County, Georgia

### Statement of Qualifications

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WFN Consulting has provided grant administration consulting services for Gwinnett County and Cobb County, Georgia for 30 years. Gwinnett County is home to more than 800,000 residents and contains 15 municipalities, of which 14 participate in the County CDBG Program. Similarly, Cobb County boasts more than 700,000 residents and contains six municipalities. WFN's grant administration experience includes smaller grantees as well; since 2009, WFN has provided professional management of the CDBG program for the City of Dalton, a North Georgia entitlement community of just over 30,000 residents.

***In total since 1981, our legacy clients have entrusted us with the management and oversight of more than \$367 million in federal grant funds.***

Our staff of 30 employees provides the company with a broad range of education and experience in various aspects of grant program planning, management, administration, (to include housing rehabilitation, ***lead based paint inspection services, asbestos and mold remediation***, planning, proposal writing, Analysis of Impediments to Fair Housing Choice preparation, and program development), program implementation, program evaluation, monitoring, financial management and legislation.

Our three decades of planning and managing CDBG and HOME programs for County and City jurisdictions gives WFN Consulting the competitive advantage over other planning firms. No other lead inspection provider can claim current experience as a practitioner actually managing these dynamic programs. As community development practitioners we understand the complex regulations, as well as the importance of a high quality lead inspection component to administration of Federal Grant Programs.



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## Project Proposal

Lead Inspection and Risk Assessment Services for Cherokee County, Georgia

### Organizational Capacity

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In 1995, WFN initiated the Cobb Local Law Enforcement Block Grant [LLEBG] Program. In 1998, the Lead Based Paint Abatement Program [LBPA] was added to the activities administered by WFN under its Cobb County contract. Also, in November, 1998, WFN prepared and submitted a successful LBPA Application to the Georgia Department of Community Affairs (DCA) for Gwinnett County. WFN conducted all planning and application preparation activities on behalf of Cobb County to qualify the County for a \$1 million DCA Lead Safe Home Demonstration Grant in 1998. WFN prepared and implemented this innovative and complex program, in conjunction with the City of Marietta's and Cobb County's Housing Rehabilitation Programs.

In 2008, Cobb, Clayton and Gwinnett Counties requested WFN to plan and administer their NSP Programs. Cobb County's application/substantive amendment was the first of the nation's Urban Counties to be approved by HUD in early January, 2009. WFN has managed various programs funded under the ARRA including CDBG-R, CSBG-R, JAG-R, and HPRP for its clients as well.

#### **Community Development Block Grant Program [CDBG and CDBG-R]**

WFN Consulting is the only firm in Georgia carrying out all facets of the planning, administration, training, monitoring, reporting, and related aspects of a community's Entitlement CDBG Program. WFN has also provided assistance in performing lead based inspection services for housing rehabilitation each year for our client jurisdictions, including prior service to Cherokee County in 2011.

#### **SIMILAR PROJECTS**

1. Cobb County
2. Gwinnett County
3. City of Dalton
4. Whitfield County
5. Cherokee County

#### **SCOPE OF SERVICES**

- All Planning and Program Management Activities
- All Planning and Program Management Activities
- Lead-Based Paint Inspection Services
- Lead-Based Paint Inspection Services
- Lead-Based Paint Inspection Services

#### **HOME Investment Partnership Act Program [HOME]**

WFN Consulting has been involved in the planning and management activities of the Gwinnett County and Cobb County HOME Investment Partnerships Act [HOME Program] since its inception in 1992. As such, WFN has a detailed working knowledge of the very complex rules and regulations under which the HOME Program must operate. WFN staff members attend HOME training sessions each year to update their knowledge of the HOME Program regulations and new initiatives.

WFN has administered the Georgia Urban County Consortium (GUCC), on behalf of Cobb as the Lead County, since the inception of the HOME Program in 1992.

In many respects, because of the diversity of eligible activities, the HOME Program is often more complex than the CDBG Program. Most of the requirements which CDBG Program grantees must meet [Davis-Bacon, ERR, Uniform Relocation and Acquisition, etc.] are also required under the HOME Program. In addition, each program area of the HOME Program [First-Time Homebuyers, Housing Rehabilitation, Lead Based Paint Inspection Services, TBRA, etc.] has separate HUD regulations, which



**Project Proposal**

Lead Inspection and Risk Assessment Services for Cherokee County, Georgia

must be met. Many HOME-funded programs generate Program Income, which must be handled within another set of regulations.

**SIMILAR PROJECTS**

- 1. Cobb County
- 2. Gwinnett County

**SCOPE OF SERVICES**

- All Planning and Program Management Activities
- All Planning and Program Management Activities



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## Project Proposal

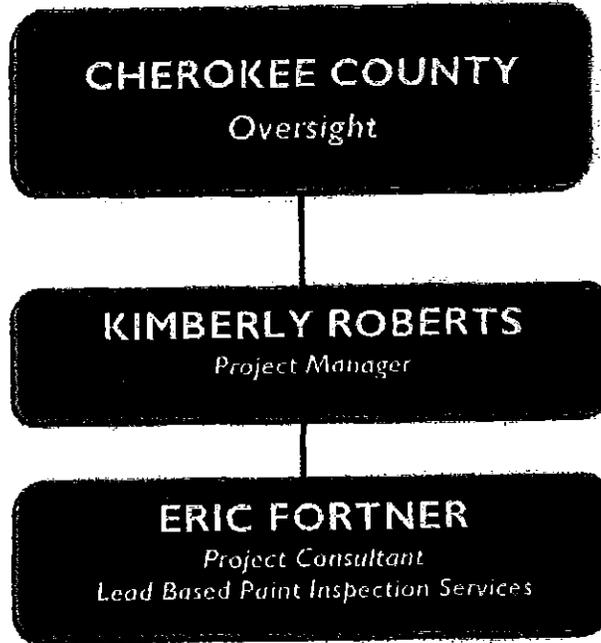
Lead Inspection and Risk Assessment Services for Cherokee County, Georgia

## Personnel

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WFN Consulting has identified the following staff members who will participate in the oversight and inspection services for Cherokee County. Below is an organizational chart which depicts the flow of responsibilities and lines of communication that WFN Consulting will follow to ensure the successful completion of the County's lead based paint inspection and risk assessment services.

Detailed resumes describing each staff member's unique experience and qualifications are included on the following pages.



145 Church Street • Suite 200 • Marietta, GA 30060  
770.420.5634 • [wfnconsulting.com](http://wfnconsulting.com) • [mail@wfnconsulting.com](mailto:mail@wfnconsulting.com)

© Property of WFN Consulting

## Project Proposal

Lead Inspection and Risk Assessment Services for Cherokee County, Georgia

### **Kimberly Roberts**

Project Manager

---

Responsible for initiating and managing customized technical assistance and capacity building engagements; Possesses extensive experience in managing multiple CPD Programs and coordinating production of materials to include CPD policy and procedures manuals, organizational charts, subrecipient agreements, training programs, reporting documentation and preparation of Five Year Consolidated Plans, Annual Action Plans, and Analyses of Impediments to Fair Housing Choice Plans.

#### Federal and State Grant Program Related Experience:

##### **Managing Director (2012-Present) WFN Consulting**

Serves as the Managing Director for Cobb County's Community Development Block Grant Program [CDBG], Home Investments Partnership Act [HOME] Program, Neighborhood Stabilization Program [NSP] and Emergency Shelter Grant Program [ESG].

##### **Deputy Director [2010 – 2011] WFN Consulting**

Responsible for daily program administration and development of CDBG, HOME, ESG, NSP and HPRP Grant Programs. Provides program staff supervision in various aspects of program planning, financial management, project development, and grants management.

##### **Affordable Housing Programs Administrator [2008 – 2009] WFN Consulting**

Served as the Affordable Housing Programs Administrator for Cobb County's Community Development Block Grant Program [CDBG], Home Investments Partnership Act [HOME] Program, Neighborhood Stabilization Program [NSP] and Emergency Shelter Grant Program [ESG] with W. Frank Newton, Inc. - the program management firm that administers these programs for three counties.

- Provided oversight and management responsibilities for Cobb County's CDBG, HOME, and ESG Programs.
- Conducted monitoring of HOME subrecipients and Housing Rehabilitation Program files.
- Maintained oversight of all expenditures for HOME subrecipients and Housing Rehabilitation projects.
- Monitored Housing Rehabilitation contractors and their obligations under the contract for quality, and timely workmanship for the Housing Rehabilitation Program.
- Prepared CDBG and HOME Program data for Cobb County Action Plans & CAPER.
- Provided oversight and review of all CDBG, HOME, and ESG Project applications.

##### **Affordable Housing Programs Administrator [2008 – 2009] WFN Consulting**

Served as the Affordable Housing Programs Administrator for Cobb County's Community Development Block Grant Program [CDBG], Home Investments Partnership Act [HOME] Program, Neighborhood Stabilization Program [NSP] and Emergency Shelter Grant Program [ESG] with W. Frank Newton, Inc. - the program management firm that administers these programs for three counties.



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770.420.5634 • wfnconsulting.com • [mar@wfnconsulting.com](mailto:mar@wfnconsulting.com)

## Project Proposal

Lead Inspection and Risk Assessment Services for Cherokee County, Georgia

### **CDBG & ESG Program Manager [2006 – 2008] WFN Consulting**

*Served as the CDBG and ESG Program Manager for Cobb County's Community Development Block Grant Program [CDBG]. Performed duties necessary to ensure all CDBG and ESG projects and activities conformed with applicable Federal, State, and local regulations, particularly those pertaining to project eligibility, environmental clearance, and contract compliance (procurement, labor standards, equal opportunity for minority contractors, and workmanship). Additional responsibilities included:*

- Monitored contractors and their obligations under the contract for quality, timely workmanship and Davis Bacon Requirements
- Performed environmental review for all upcoming CDBG/HOME & ESG Projects
- Maintained verification of contractor's debarment or suspension status for federally awarded contracts.
- Prepared CDBG and HOME Program data for Cobb County Action Plans & CAPER.
- Provided oversight and technical assistance to CDBG and ESG grant subrecipients.

### **EDUCATION**

Doctorate of Philosophy [PhD], University of Phoenix, Atlanta, GA (expected graduation 2013)

Master of Public Administration [MPA], North Carolina Central University, Durham, NC, 2002

Bachelor of Science, Georgia Southern University, Statesboro, GA, 1999



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## Project Proposal

Lead Inspection and Risk Assessment Services for Cherokee County, Georgia

### **Eric Fortner**

#### Project Consultant

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Provides technical assistance to local Housing Rehabilitation Programs for client jurisdictions. Possesses an extensive background in managing commercial and residential construction projects, as well as assessing compliance with all local and national building codes, lead based paint requirements, asbestos and mold remediation, and ensuring full compliance with federal procurement regulations.

#### HUD ENTITLEMENT RELATED EXPERIENCE:

#### **CDBG & NSP Lead, Asbestos, Mold Housing Inspector** (June 2009 – Present), WFN Consulting

- Serves as the CDBG and NSP Housing Rehabilitation Inspector. Responsible for inspection and assessment of homes that qualify for assistance under the Community Development Block Grant and Neighborhood Stabilization Programs.
- Develop Work Write-up to include inspection for lead abatement, asbestos and mold remediation, preparation of room plan, cost estimates and taking photographs.
- Oversee Pre-bid and Pre-Construction Conferences with contractors and owners.
- Inspects on-going construction, prepares change orders with cost estimates, prepares payment requests.
- Conduct final inspection to insure that the work write-up and change orders have been completed successfully.
- Ensure that all permitted work has been approved by building officials, insures all warranties are provided to owner, and verifies all subcontractors, workers and material suppliers have been paid. Prepares final payment request and final pictures.
- Maintain knowledge of all local code changes and certification updates, and revises rehabilitation specifications accordingly.
- Performs all duties as draftsman, construction manager, coordinator, inspector for demolition and rehabilitation of homes.
- Prepares construction specifications for home replacement, including percentage draw schedules and construction time schedules.

#### OTHER EXPERIENCE:

#### **Building Inspector (2005-2009) City of Canton, Canton, Georgia**

Accrued 3 ½ years of residential and commercial experience in inspections, plan review, and archiving of records. Experienced in the scheduling and re-scheduling of inspections. Heavy telephone, e-mail, and face-to-face communication with builders, superintendents, product representatives, developers, and homeowners were required. Responsible for organizing and archiving all documentation associated with completed projects.



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770.420.5634 • wfnconsulting.com • mail@wfnconsulting.com

**Project Proposal**

Lead Inspection and Risk Assessment Services for Cherokee County, Georgia

**EDUCATION**

Bachelor of Business Administration, Kennesaw State University  
Completion of Steven Covey's "The Seven Habits of Highly Effective People"

**CERTIFICATIONS**

ICC Certified Residential Combination Inspector  
ICC Certified Commercial Electrical, Mechanical, and Plumbing Inspector  
Georgia State Certified Lead Inspector/Risk Assessor #50 CMB 02102996  
Certified Asbestos Inspector

*Proficient in Spanish*



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770.420.5634 • winconsulting.com • mail@winconsulting.com

## Project Proposal

Lead Inspection and Risk Assessment Services for Cherokee County, Georgia

### Scope of Services

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WFN Consulting will provide a certified Georgia EPD Combined Lead Inspector/Risk Assessor to perform lead based paint inspection and risk assessment services for Cherokee County.

WFN Consulting will provide the County with the following services:

- Perform lead based paint inspection services and risk assessment for two (2) housing units as designated by the County.
- Utilize the HUD/EPA standard for lead-based paint of 1.0 mg/cm<sup>2</sup> or 0.5% by weight, as defined by Title X of the 1992 Housing and Community Development Act.
- Utilize an in-house Portable XRF lead-based paint analyzer to determine if lead-based paint is present on any internal or external surfaces of the housing unit.
- Measure the paint without destructive sampling or paint removal, as well as perform high speed inspections by the sole use of laboratory and low cost per sample.
- Prepare and complete all risk assessment and lead reports in such form, manner and number as may be specified by the County and provide assessment report in a timely fashion.



## Project Proposal

Lead Inspection and Risk Assessment Services for Cherokee County, Georgia

### Schedule of Fees

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A Schedule of Fees for WFN Consulting services appears below:

Services typical of those provided by WFN Consulting personnel in similar engagements include the following. Actual services provided may vary according to the actual work program agreed upon by the County.

Lead Based Paint Inspections and Report	\$500.00
Risk Assessment and Report	\$450.00
Lead Clearance Inspection and Report	\$250.00

#### **Lead Based Paint Inspections and Report**

Inspector will conduct a surface-by-surface investigation to determine the presence of lead based paint and provide a report explaining the results of the investigation.

#### **Risk Assessment and Report**

Perform an on-site investigation to determine the existence, nature, severity, and location of lead based paint hazards, and provide a report explaining the results of the investigation and options for reducing lead based hazards

#### **Lead Clearance Inspection Report**

Inspector will conduct a limited clearance inspection of the housing unit to ensure that any previously identified lead has been properly abated in accordance with EPA Federal Regulation 391-3-27-05 [Elimination of a Lead Based Paint Hazard].

Certifications

**Georgia Environmental Protection Division**  
**Lead-Based Paint and Asbestos Program**  
 Certification, Accreditation, Licensing Unit

F. Allen Barnes, Director  
 4244 International Parkway, Suite 104  
 Atlanta, Georgia 30334

**Certification To Conduct Georgia Regulated Lead-Based Paint Activities**

Modeling Certification Type: Combined Inspector/Plumb Assessor			
Certification Number: 50 GMB 1011 2996			
Issued To: Eric Fortner			
Gender	Height	Weight	Date of Birth
Male	6 2	230	9/22/1977
Company WFN, Inc.			
Address 145 Church St, Ste, 200			
City	State	Zip	Phone
Marietta	Georgia	30060	(770) 420-5634
Certification Issue Date	Certification Expiration Date	Last Date of Training	
10/6/2011	9/30/2012	9/30/2009	

This certificate confers all authorities granted by Georgia EPA Rules 393-9-24 and allows the above named individual to serve as a(n)

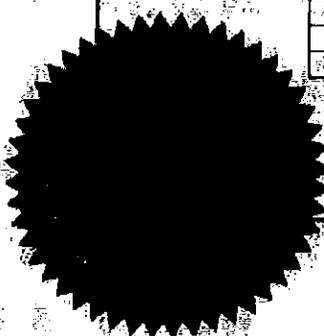
**Combined Inspector/Plumb Assessor**

This certificate must be in your possession while conducting activities regulated by Georgia Rules 393-9-24. This certification is only valid for the performance of Georgia regulated lead-based paint activities and shall be approved by a Georgia Certified Lead-Based Paint Firm. A renewal application must be submitted at least 60 days prior to the expiration date shown, and a recertification training program must be taken before the last date of training.

Issue Date	Expiration Date
10/6/2011	9/30/2012

**Georgia Lead Firm License Number**  
 40 GMB 1011 802

  
 Mindy C. Ford, Program Manager  
 Lead-Based Paint and Asbestos Program  
 (404) 363-7026  
 Issued By Allison Larkins



Project Proposal  
Lead Inspection and Risk Assessment Services for Cherokee County, Georgia

## The Environmental Institute

### Eric Fortner

Social Security Number - XXX-XX-2998  
WFN, Inc. - 401 Hunters Ridge - Jasper, Georgia 30143

*Has completed coursework and satisfactorily passed the hands-on skills assessment and an examination that meets training criteria in accordance with requirements for Lead-Based Paint Activities in Target Housing and Child-Occupied Facilities as regulated by Georgia DNR/EPD Chapter 391-3-24 and U. S. EPA TSCA 40 CFR Part 746 for the refresher course titled*

### *Lead Inspector Refresher*

November 17, 2011

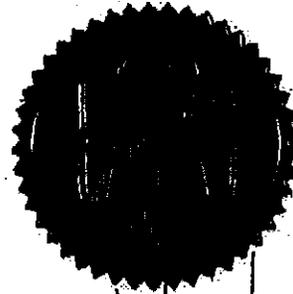
Course Date

1493

Certificate Number

November 17, 2011

Examination Date



November 16, 2013

Expiration Date (per Georgia)

November 16, 2014

Expiration Date (per EPA)

Bonnie B. Mauritz - Principal Instructor

David W. Hogue - Training Manager

(Approved by the ABH Certification Maintenance Committee for 1 CM point - Approval #11-584)  
(American Council for Accredited Certification - Re-certification Credit Registration #10072607)  
TEI - 1841 West Oak Parkway, Suite F - Marietta, GA 30062 - (770) 427-3800 - www.tei-atl.com  
(State of Georgia Accredited - Certification No. 20-0799-006SR - September 21, 1999)



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770.420.5634 • wfnconsulting.com • mail@wfnconsulting.com

**Project Proposal**

Lead Inspection and Risk Assessment Services for Cherokee County, Georgia

**The Environmental Institute**

**Eric Fortner**

Social Security Number - XXX-XX-2998  
WFH, Inc. - 401 Hunters Ridge - Jasper, Georgia 30143

*Has completed coursework and satisfactorily passed the hands-on skills assessment and an examination that meets training criteria in accordance with requirements for Lead-Based Paint Activities in Target Housing and Child-Occupied Facilities as regulated by Georgia DNR/EPD Chapter 391-3-24 and U. S. EPA TSCA 40 CFR Part 745 for the refresher course titled*

**Lead Risk Assessor Refresher**

November 18, 2011

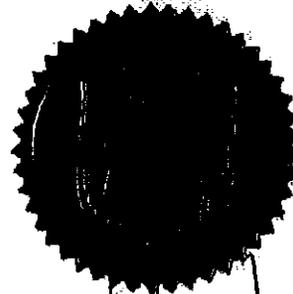
Course Date

1676

Certificate Number

November 18, 2011

Examination Date



November 17, 2013

Expiration Date (per Georgia)

November 17, 2014

Expiration Date (per EPA)

Bonnie B. Mearns - Principal Instructor

David W. Hogue - Training Manager

(Approved by the ABH Certification Maintenance Committee for 1 CM point - Approval #11-584)  
(American Council for Accredited Certification - Re-certification Credit Registration #10072806)  
TEI - 1841 West Oak Parkway, Suite F - Marietta, GA 30062 - (770) 427-3600 - www.tei-atl.com  
(State of Georgia Accredited - Certification No. 20-0798-0068R - September 21, 1998)



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## Kristi Thompson

---

**From:** Susie Ivy <sivy@wfnconsulting.com>  
**Sent:** Thursday, April 11, 2013 2:00 PM  
**To:** Kristi Thompson  
**Cc:** Kimberly Roberts  
**Subject:** Lead Inspection Services Proposal from WFN Consulting  
**Attachments:** Cherokee County Lead Inspection Services Proposal prepared by WFN Consulting.pdf

Ms. Thompson,

Please see attached for a proposal to complete Lead Based Paint Inspection, Risk Assessment and Report, and Lead Clearance Inspection and Report on behalf of Cherokee County. Our familiarity and prior work with the County and close proximity make our firm the optimal choice to provide the services for Cherokee County. Note, we do fully comply and participate in the e-Verify program.

We look forward to hearing from you and hope to work with Cherokee County once again.

Will you kindly let me know you received this by email?

Thank you,

*Susie W. Ivy*  
VP, Corporate Communications & Marketing



145 Church St. NE, Suite 200  
Marietta, GA 30060  
o: 770.420.5634  
f: 770.420.5635  
[www.wfnconsulting.com](http://www.wfnconsulting.com)

**From:** Kristi Thompson [<mailto:kthompson@cherokeega.com>]  
**Sent:** Wednesday, April 03, 2013 2:53 PM  
**To:** Kristi Thompson  
**Subject:** Cherokee County - Inspection Services

Hello,

I am with the Procurement & Risk Management Department for Cherokee County Board of Commissioners.

Currently the County has need for lead inspection and risk assessment services for two residential properties in our HOME Program. This work is funded by federal grant dollars administered under the Community Development Block Grant. The County would like to utilize this contract as an annual services agreement for future inspections which may be needed; the maximum term of the contract is three (3) years with auto-renewals on January 1<sup>st</sup>. There is no guaranteed minimum contract value; all work will be requested on an as-needed basis. The County does not anticipate needing inspection/risk management services for more than 15 homes per year; no matter the number of homes per

year the total contract value shall not exceed \$24,000 per County fiscal year (October-September). The full scope of work is outlined in Section I.B - The Work of the attached.

Attached is the County's standard Professional Services Agreement (PSA); this is the contract that will be used for this work. No other form of contract nor any changes to the attached will be allowed. Please carefully review Section IV.I – Insurance and Section IV.J – Employment of Unauthorized Allens Prohibited to ensure compliance. If your company has less than 11 employees an exemption to the E-Verify Program can be authorized.

If interested please submit quotes on company letterhead to me by 4:00PM on Friday, April 12, 2013 for the following services:

1. Lead Based Paint Inspection
2. Risk Assessment and Report
3. Lead Clearance Inspection and Report

You can submit your quotes via return email, fax at 678-493-6035 or mail/courier at Cherokee County BOC – Procurement, Attn: Kristl Thompson, 1130 Bluffs Pkwy, Canton, GA 30114.

If you have any questions do not hesitate to contact me.

Kristl Thompson  
Procurement & Risk Management  
770.721.7805

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.



**Cherokee County, Georgia  
Agenda Request**

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SUBJECT: Impact Fee Program Update

MEETING DATE: May 7, 2013

SUBMITTED BY: Jeff Watkins

**COMMISSION ACTION REQUESTED:**

Accept the Proposal for Professional Services from Ross Associates in the amount of \$ 19,400 to update the Cherokee County Impact Fee Program and approve a budget amendment for an additional \$4,400. +

**FACTS AND ISSUES:**

Professional Services provided by Ross Associates would include advice and assistance to the County regarding the preparation of and update of the Impact Fee Methodology Report, revised impact fee calculations, an amended Capital Improvements Element, and the preparation of a revised impact fee schedule to be used as an amendment to the existing Impact Fee Ordinance. These documents will be updated based upon 2012 Census figures, recent SPLOST program updates, bond issuances and current fiscal obligations.

The results will be the completion of an updated impact fee program for the County meeting all legal and administrative requirements. In addition, the amended CIE will conform to DCA requirements for inclusion in the County's Comprehensive Plan.

**BUDGET:**

Budgeted Amount: \$15,000

Account Name: Professional Services - CIE Prep

Amount Encumbered:

Account #: 2151400-521200-14500

Amount Spent to Date:

Amount Requested: \$ 19,400

Remaining Budget (\$4,400)

Budget Adjustment Necessary: Yes  No  Note: If yes, please attach budget amendment formContract Approval Required: Yes  No 

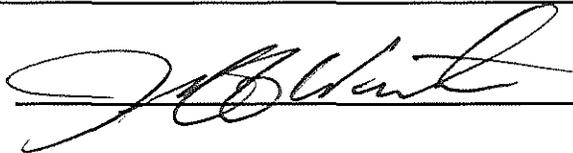
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

**ADMINISTRATIVE RECOMMENDATION:**

Accept the Proposal for Professional Services from Ross Associates to update the Cherokee County Impact Fee Program and award Professional Service Contract in the amount of \$ 19,400.

**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
29590	389000	Use of Reserves	4,400.00

**EXPENDITURES:**

Department Org Code	Object	Account Name	Amount
21514000	621200-14500	Professional Services-CIE	4,400.00

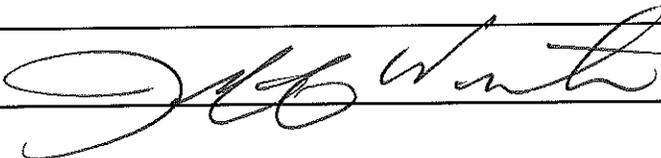
**PURPOSE OF TRANSFER/ AMENDMENT**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Department Head Approval:



County Manager Approval:

\_\_\_\_\_

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

\_\_\_\_\_

# ROSS+associates

urban planning & plan implementation

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April 12, 2013

Margaret Stallings  
Cherokee County Planning Department  
1130 Bluffs Parkway  
Canton, Georgia 30114

RE: Cherokee County Impact Fee Program Update

Ms. Stallings,

Thank you for the opportunity to propose consulting services to Cherokee County regarding the preparation of a complete update of the County's Impact Fee Program.

Our services would include advice and assistance to the County regarding the preparation of an update of the 2009 Impact Fee Methodology Report, revised impact fee calculations, an amended Capital Improvements Element, and the preparation of a revised impact fee schedule to be used as an amendment to the existing Impact Fee Ordinance. The results of our proposed services will be the completion of an updated impact fee program for the County meeting all legal and administrative requirements. In addition, the amended CIE will conform to DCA requirements for inclusion in the County's Comprehensive Plan.

Our assistance would include the following items:

1. Review of and revisions to the public facilities projects in the current impact fee program, with specific attention to possible changes in any or all of the eight public facility categories (libraries, fire protection, detention facility, emergency communications, emergency operations, sheriff's patrol, parks and roads), and including any applicable updates to the projects and estimated costs in any of these public facility categories.
2. An updated Impact Fee Methodology Report will be prepared, including new impact fee calculations which will reflect any necessary changes in the following areas:
  - a. Population, dwelling unit and employment projections to 2030 for the county and each of its cities;
  - b. Tax digest forecasts;
  - c. Project cost estimates and actual costs for completed projects;
  - d. Project 'start' dates;
  - e. Funding strategies, including funding from other sources (such as SPLOST);
  - f. The calculation of 'net present value' for any and all dollar amounts, reflecting the Consumer Price Index and ENR's Construction Cost Index; and,
  - g. The calculation of a credit against impact fees for the non-participation of the seven incorporated areas in the County.

3. Attendance at one Board of Commissioner's work session to review proposed changes to the Methodology Report, which then will be finalized reflecting BOC comments.
4. Preparation of an amended CIE based on the finalized Methodology Report.
5. Attendance at one public hearing before the Board of Commissioners on transmittal of the amended CIE.
6. Review of comments from DCA or the Atlanta Regional Commission (if any).
7. Preparation of an updated impact fee schedule for use as an amendment to the existing Impact Fee Ordinance, as required.
8. Attendance at one meeting of the Board of Commissioners to adopt the amended CIE and amended Impact Fee Ordinance fee schedule.
9. Delivery of the final adopted version of the CIE, to be forwarded to ARC by staff.
10. Such additional services that the County may specifically request.

Our compensation would be billed on a lump sum basis for items 1 through 9 above, at a total not to exceed \$19,400.<sup>1</sup> Additional services requested by the County under item 10, if any, would be invoiced on an hourly basis for professional and travel time plus reimbursement for the direct cost of normal and related expenditures at our standard hourly rates, as mutually agreeable between us at the time such additional services are requested. As an alternative, additional services may be negotiated on a lump sum basis at the County's option when appropriate to the work to be performed.

The updated CIE would be prepared and transmitted to ARC for review no later than the end of August, 2013, if not sooner. (A specific timetable would be prepared once the work is initiated.) This is an aggressive schedule, but doable because of our familiarity with the County and DCA requirements, and past experience in Cherokee County and similar jurisdictions.

Should the County choose to move forward on this proposal we would provide you with a contract for the work outlined above. We have enjoyed our past years of service to the County on its impact fee program and look forward to working with you and the County Staff on this project.

Sincerely,



William F. Ross

Please note our new address, below:

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<sup>1</sup> Bear in mind that the work described here qualifies as administration of the impact fee program, and can be funded through the 'administration' surcharge already included in the County's impact fee collections at no further cost to the County.



## Cherokee County, Georgia Agenda Request

SUBJECT: Fire/ES Vehicle Purchase

MEETING DATE: 5/7/2013

SUBMITTED BY: Chief Tim Prather

**COMMISSION ACTION REQUESTED:**

Authorize award to low bidder for purchase of two (2) Chevrolet Tahoes Special Service Package vehicles for Fire-ES in the amount of \$60,620, approve striping and equipping of vehicles and approve Budget Amendment.

**FACTS AND ISSUES:**

RFB 2013-25 was released on April 5, 2013 and advertised for three (3) weeks; four (4) bids were received on April 26, 2013 as follows:

	Dealer	City, State	2013 Model	2014 Model
	Whiteside of St. Clairsville	St. Clairsville, OH	No Bid	\$33,886.00
	Brannen Motor	Unadilla, GA	No Bid	\$33,202.00
	Hardy Fleet	Dallas, GA	\$32,385.00	\$31,891.00
<b>Low</b>	<b>Maxie Price</b>	<b>Loganville, GA</b>	<b>\$30,309.55</b>	<b>\$31,067.29</b>

One of the new vehicles will be used to replace the current Medical Control Vehicle and the other will be assigned to the Chief. The current Medical Control Vehicle will be transitioned to the "backup" Medical Control Vehicle and the current "backup" Medical Control Vehicle will be removed from the Fire fleet as surplus. And the Chief's current vehicle will be transitioned to the Field Operations Chief.

Fire-ES also requests the approval to procure and order equipment (emergency lighting, sirens, etc.) and striping needed for the new Vehicles. Purchase of the equipment and striping will be done in accordance with the Procurement Ordinance and any total cost exceeding \$25,000 will be brought back to the Board for review and approval. The Equipment and striping of the Vehicles will be funded by FY13 budgeted operations; not SPLOST V monies.

A budget amendment is needed to increase Impact Fees Fire Training Center – Building Expenses and transfer SPLOST V monies for Fire from Buildings to Vehicles.

**BUDGET:**

Budgeted Amount:	\$0	Account Name:	SPLOST V Fire Vehicles
Amount Encumbered:	\$0	Account #:	33520000-542200-57410
Amount Spent to Date:	\$291,310 (from FY12 budgeted SPLOST V – carry forward)		
Amount Requested:	\$60,620		
Remaining Budget:	\$0		

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:**

Authorize award to low bidder, Maxie Price Chevrolet, in the total amount of \$60,619.10 for the purchase of two 2013 Chevrolet Tahoes; and authorize the procurement of the necessary equipment and striping of the new vehicles.

**REVIEWED BY:**

**DEPARTMENT HEAD:**

**AGENCY DIRECTOR:**

**COUNTY MANAGER**

The signature lines are filled with handwritten signatures and large, overlapping scribbles. The top signature appears to be "John Walker". The middle signature appears to be "John Walker". The bottom signature is a large, illegible scribble.

**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
29590	389000	IMPACT FEES - RESERVES	60,620.00

60,620.00

**EXPENDITURES:**

Department Org Code	Object	Account Name	Amount
23570000	541350-11000	IMPACT FEES - FIRE	60,620.00
33520000	541300-57410	SPLOST V - FIRE TRAINING CTR	(60,620.00)
33520000	542200-57410	SPLOST V - FIRE VEHICLES	60,620.00

181,860.00

LAST

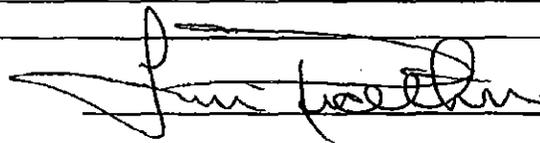
FDT

**PURPOSE OF TRANSFER/ AMENDMENT**

Reduce Impact Fee Reserves and increase Impact Fee Fire Training Center expenditures

Transfer SPLOST V Fire Monies from Buildings to Vehicles

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



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

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

# Cherokee County, Georgia Agenda Request

Agenda No.

2.2

SUBJECT: Emergency Pipe Replacement Project  
Woodridge Chase in Woodridge Subdivision

MEETING DATE: May 7, 2013

SUBMITTED BY: Geoffrey E. Morton

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COMMISSION ACTION REQUESTED:

Consider approval of proposal from Site Engineering, Inc., for construction of emergency pipe replacement on Woodridge Chase in Woodridge Subdivision in the amount of \$87,940.00.

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FACTS AND ISSUES:

The northbound through lane of Woodridge Chase, which is located in the Woodridge subdivision, located on the north side of Sixes Road, collapsed due to a cavity caused from a storm pipe separation under the roadway. The invert of the existing steel pipe has completely corroded from carrying a piped live stream.

The project was advertised for bid with six (6) bidders responding.

Bids ranged from a low bid of \$87,940.00 to a high bid of \$177,226.00.

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BUDGET:

Budgeted Amount:	\$100,000.00	Account Name: Stormwater Improvements
Amount Encumbered:	\$ 0.00	Account #: 64008
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 87,940.00	
Remaining Budget	\$ 12,060.00	

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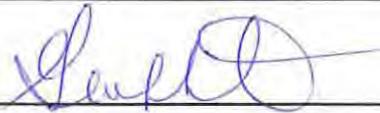
ADMINISTRATIVE RECOMMENDATION:

Approval of proposal from Site Engineering, Inc., for construction of emergency pipe replacement on Woodridge Chase in Woodridge Subdivision in the amount of \$87,940.00.

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REVIEWED BY:

DEPARTMENT HEAD:



COUNTY ATTORNEY:

COUNTY MANAGER:

RFB 2013-43: EMERGENCY PIPE REPAIR AT WOODRIDGE CHASE  
 BID COMPARISON

APPARENT LOW BIDDER

ITEM NO	DESCRIPTION	UNIT	QTY	BIDDER 1 BALDWIN PAVING*		BIDDER 2 CH. KIRKPATRICK		BIDDER 3 D&H CONST		BIDDER 4 FS360		BIDDER 5 SITE ENGINEERING		BIDDER 6 WEAVER GRADING	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
150-1000	TRAFFIC CONTROL	LS	1	8,700.00	8,700.00	9,680.00	9,680.00	2,200.00	2,200.00	7,500.00	7,500.00	15,000.00	15,000.00	5,800.00	5,800.00
151-1000	EROSION CONTROL	LS	1	11,200.00	11,200.00	9,725.00	9,725.00	2,700.00	2,700.00	5,500.00	5,500.00	5,000.00	5,000.00	12,212.00	12,212.00
207-0203	FOUND BACKFILL MATERIAL TYPE II	CY	52	50.00	2,600.00	60.00	3,120.00	38.00	1,976.00	45.00	2,340.00	50.00	2,600.00	79.00	4,108.00
210-0300	GRADING COMPLETE	LS	1	41,500.00	41,500.00	46,580.00	46,580.00	116,410.00	116,410.00	67,280.00	67,280.00	15,000.00	15,000.00	24,610.00	24,610.00
310-1101	GR AGGR BASE CRS; INCL MATERIAL	TON	40	35.00	1,400.00	25.00	1,000.00	45.00	1,800.00	45.00	1,800.00	30.00	1,200.00	40.00	1,600.00
	GR AGGR BASE SCR; INCL MATERIAL FOR														
310-1101	PIPE BACKFILL 2-5 FT DEPTH	TON	113	42.00	4,746.00	32.00	3,616.00	40.00	4,520.00	45.00	5,085.00	30.00	3,390.00	40.00	4,520.00
318-3000	AGGR SURF CRS (DETOUR 4 IN DEPTH)	TON	75	30.00	2,250.00	25.00	1,875.00	22.00	1,650.00	45.00	3,375.00	30.00	2,250.00	60.00	4,500.00
550-1150	STORM DRAIN PIPE, 15 IN, H 1-10	LF	6	65.00	390.00	45.75	274.50	45.00	270.00	33.00	198.00	50.00	300.00	61.00	366.00
550-1603	STORM DRAIN PIPE, 60 IN, H20-25	LF	140	380.00	53,200.00	610.84	85,517.60	275.00	38,500.00	185.00	25,900.00	250.00	35,000.00	211.04	29,545.60
550-4215	FLARED END SECTION, 15 IN	EA	1	500.00	500.00	500.00	500.00	400.00	400.00	580.00	580.00	800.00	800.00	1,500.00	1,500.00
603-2182	STN DUMPED RIP RAP, TYPE 3, 24 IN	SY	100	60.00	6,000.00	120.00	12,000.00	58.00	5,800.00	58.00	5,800.00	70.00	7,000.00	55.00	5,500.00
603-7000	FILTER FABRIC	SY	100	5.00	500.00	5.00	500.00	10.00	1,000.00	11.60	1,160.00	4.00	400.00	16.42	1,642.00
<b>TOTAL BID PRICE</b>				<b>132,986.00</b>		<b>174,388.10</b>		<b>177,226.00</b>		<b>126,518.00</b>		<b>87,940.00</b>		<b>95,903.60</b>	

N/A	BID PROPOSAL FORM	YES / NO	YES						
N/A	BID BOND/CERT CHECK	YES / NO	YES						
N/A	NON-COLLUSION AFFIDAVIT	YES / NO	YES						

**BID STATISTICS**

Number of Bidders 6  
 Highest Price 177,226.00  
 Lowest Price 87,940.00  
 Competitive Range 89,286.00

Average Total Price 132,493.62

Competitive Savings: Average Total Price - Lowest Price 44,553.62

\*Baldwin Paving's Bid Form contained a math error; their correct bid total based on unit prices is reflected above.

# Procurement Summary

**Date Submitted:** 25-Apr-13

**Submitted by:** Kristi Thompson *KT*

**PSA/Contract Number:** 2013-43

**Period of Performance:**

**Recommended Supplier Name:** Site Engineering, Inc.

**General Description of Purchase:** Emergency Pipe Repairs at Woodridge Chase

**Source of Funds:** SPLOST 2012

## Background

Northbound through lane of Woodridge Chase collapsed due to a cavity caused by storm pipe separation under the roadway. RFB 2013-43 was released on April 18, 2013 and was advertised for one (1) week due to circumstances. Six bids were received on April 25, 2013.

## Source Selection

Six bids received ranging in price from \$87,940 to \$177,226. Competitive savings is \$89,286 (difference between low and high bid). The average bid price is \$132,494 for a competitive savings of \$44,554 over the average bid price.

### Cherokee County Business Involvement:

- No CC Business submitted bid/proposal
- CC Business bid/proposal deemed non-responsive, not-responsible
- CC Business Not Within 5% of Low Bid

## Fair and Reasonable Price Determination

Award to low bidder.

## Special Considerations

None

## Recommendation

Procurement Department recommends awarding to low bidder, Site Engineering, Inc. at cost of \$87,940

Baldwin, Marietta

BID ITEMS

Math Errors

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	COST
	Emergency Pipe Replacement Woodridge Chase				
150-1000	TRAFFIC CONTROL	LS	1.0	8,700.00	8,700.00
161-1000	EROSION CONTROL *	LS	1.0	11,200.00	11,200.00
207-0203	FOUND BK FILL MATL, TP II	CY	52	50.00	2,600.00
210-0100	GRADING COMPLETE **	LS	1.0	41,500.00	41,500.00
310-1101	GR AGGR BASE CRS, INCL MATL	TON	40	35.00	1,400.00
310-1101	GR AGGR BASE CRS, INCL MATL FOR PIPE BACKFILL 2.5 FT DEPTH	TON	113	42.00	3,150.00
318-3000	AGGR SURF CRS (DETOUR 4" DEPTH)	TON	76	30.00	3,390.00
550-1150	STORM DRAIN PIPE, 15 IN, H 1-10	LF	6	65.00	390.00
550-1803	STORM DRAIN PIPE, 60 IN, H 20-25	LF	140	380.00	53,200.00
550-4215	FLARED END SECTION, 15 IN	EA	1	500.00	500.00
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	100	60.00	6,000.00
603-7000	FILTER FABRIC	SY	100	5.00	500.00
				SUB-TOTAL	132,530.00
	EROSION CONTROL * INCLUDES ALL BMP'S REQUIRED AND PERMENANT GRASSING				
	GRADING COMPLETE ** INCLUDES EXISTING PIPE REMOVAL AND DISPOSAL				
	FINAL QUANTITIES TO BE MEASURED IN FIELD AND PAID FOR AT UNIT PRICES BID				

4,746  
2,250

132,986

KT

Addendum I - revised bid form - April 23, 2013

*[Signature]*  
Unice Denny

C.H. Kirkpatrick Rydal

## BID ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	COST
	<b>Emergency Pipe Replacement Woodridge Chase</b>				
150-1000	TRAFFIC CONTROL	LS	1.0	9680.00	9680.00
161-1000	EROSION CONTROL *	LS	1.0	9725.00	9725.00
207-0203	FOUND BK FILL MATL, TP II	CY	52	60.00	3120.00
210-0100	GRADING COMPLETE **	LS	1.0	46,580.00	46,580.00
310-1101	GR AGGR BASE CRS, INCL MATL	TON	40	25.00	1000.00
310-1101	GR AGGR BASE CRS, INCL MATL FOR PIPE BACKFILL 2.5 FT DEPTH	TON	113	32.00	3616.00
318-3000	AGGR SURF CRS (DETOUR 4" DEPTH)	TON	75	25.00	1875.00
550-1150	STORM DRAIN PIPE, 15 IN, H 1-10	LF	6	45.75	274.50
550-1603	STORM DRAIN PIPE, 60 IN, H 20-25	LF	140	610.84	85,517.60
550-4215	FLARED END SECTION, 15 IN	EA	1	500.00	500.00
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	100	120.00	12,000.00
603-7000	FILTER FABRIC	SY	100	5.00	500.00
				SUB-TOTAL	\$174,388.10
	EROSION CONTROL * INCLUDES ALL BMP'S REQUIRED AND PERMANENT GRASSING				
	GRADING COMPLETE ** INCLUDES EXISTING PIPE REMOVAL AND DISPOSAL				
	FINAL QUANTITIES TO BE MEASURED IN FIELD AND PAID FOR AT UNIT PRICES BID				

Addendum 1 - revised bid form - April 23, 2013



D & H ~~SALYMA~~ Atlanta

## BID ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	COST
	Emergency Pipe Replacement Woodridge Chase				
150-1000	TRAFFIC CONTROL	LS	1.0	2,200.00	2,200.00
161-1000	EROSION CONTROL *	LS	1.0	2,700.00	2,700.00
207-0203	FOUND BK FILL MATL, TP II	CY	52	38.00	1,976.00
210-0100	GRADING COMPLETE "	LS	1.0	116,410.00	116,410.00
310-1101	GR AGGR BASE CRS. INCL MATL	TON	40	45.00	1,800.00
310-1101	GR AGGR BASE CRS. INCL MATL FOR PIPE BACKFILL 2.5 FT DEPTH	TON	113	40.00	4,520.00
318-3000	AGGR SURF CRS (DETOUR 4' DEPTH)	TON	75	22.00	1,650.00
550-1150	STORM DRAIN PIPE, 15 IN, H 1-10	LF	6	45.00	270.00
550-1803	STORM DRAIN PIPE, 60 IN, H 20-25	LF	140	275.00	38,500.00
550-4215	FLARED END SECTION, 15 IN	EA	1	400.00	400.00
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	100	58.00	5,800.00
603-7000	FILTER FABRIC	SY	100	10.00	1,000.00
				SUB-TOTAL	177,226.00
	EROSION CONTROL * INCLUDES ALL BMP'S REQUIRED AND PERMENANT GRASSING				
	GRADING COMPLETE " INCLUDES EXISTING PIPE REMOVAL AND DISPOSAL				
	FINAL QUANTITIES TO BE MEASURED IN FIELD AND PAID FOR AT UNIT PRICES BID				

✓  
K

FS360

Sandy Springs

**BID ITEMS**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	COST
	Emergency Pipe Replacement Woodridge Chase				
160-1000	TRAFFIC CONTROL	LS	1.0	7500	7500
161-1000	EROSION CONTROL *	LS	1.0	5500	5500
207-0203	FOUND BK FILL MATL, TP II	CY	52	45	2340
210-0100	GRADING COMPLETE **	LS	1.0	67280	67280
310-1101	GR AGGR BASE CRS, INCL MATL	TON	40	45	1800
310-1101	GR AGGR BASE CRS, INCL MATL FOR PIPE BACKFILL 2.5 FT DEPTH	TON	113	45	5085
318-3000	AGGR SURF CRS (DETOUR 4' DEPTH)	TON	76	45	3375
550-1150	STORM DRAIN PIPE, 15 IN, H 1-10	LF	6	33	198
550-1603	STORM DRAIN PIPE, 60 IN, H 20-25	LF	140	185	25900
550-4216	FLARED END SECTION, 15 IN	EA	1	580	580
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	100	58	5800
603-7000	FILTER FABRIC	SY	100	11.60	1160
				SUB-TOTAL	126,516
	EROSION CONTROL * INCLUDES ALL BMP'S REQUIRED AND PERMANENT GRASSING				
	GRADING COMPLETE ** INCLUDES EXISTING PIPE REMOVAL AND DISPOSAL				
	FINAL QUANTITIES TO BE MEASURED IN FIELD AND PAID FOR AT UNIT PRICES BID				

✓ *W*

Addendum 1 - revised bid form - April 23, 2013

*[Signature]*  
Vice President, FS360, LLC

Site Eng Altantz

## BID ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	COST
	Emergency Pipe Replacement Woodridge Chase				
150-1000	TRAFFIC CONTROL	LS	1.0	\$15,000	\$15,000
161-1000	EROSION CONTROL *	LS	1.0	\$5,000	\$5,000
207-0203	FOUND BK FILL MATL, TP II	CY	62	\$50	\$2,600
210-0100	GRADING COMPLETE **	LS	1.0	\$15,000	\$15,000
310-1101	GR AGGR BASE CRS, INCL MATL	TON	40	\$30	\$1,200
310-1101	GR AGGR BASE CRS, INCL MATL FOR PIPE BACKFILL 2.5 FT DEPTH	TON	113	\$30	\$3,390
318-3000	AGGR SURF CRS (DETOUR 4" DEPTH)	TON	75	\$30	\$2,250
550-1150	STORM DRAIN PIPE, 15 IN, H 1-10	LF	6	\$50	\$300
550-1603	STORM DRAIN PIPE, 60 IN, H 20-25	LF	140	\$250	\$35,000
550-4215	FLARED END SECTION, 15 IN	EA	1	\$800	\$800
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	100	\$70	\$7,000
603-7000	FILTER FABRIC	SY	100	\$4	\$400
				SUB-TOTAL	\$87,940.00
	EROSION CONTROL * INCLUDES ALL BMP'S REQUIRED AND PERMENANT GRASSING				
	GRADING COMPLETE ** INCLUDES EXISTING PIPE REMOVAL AND DISPOSAL				
	FINAL QUANTITIES TO BE MEASURED IN FIELD AND PAID FOR AT UNIT PRICES BID				

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Addendum 1 - revised bid form - April 23, 2013

*9/20/13*

Weaver Grading Holly Springs

## BID ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	COST
	<b>Emergency Pipe Replacement Woodridge Chase</b>				
150-1000	TRAFFIC CONTROL	LS	1.0	\$ 5,800.00	\$ 5,800.00
161-1000	EROSION CONTROL *	LS	1.0	\$ 12,212.00	\$ 12,212.00
207-0203	FOUND BK FILL MATL, TP II	CY	52	\$ 79.00	\$ 4,108.00
210-0100	GRADING COMPLETE **	LS	1.0	\$ 24,610.00	\$ 24,610.00
310-1101	GR AGGR BASE CRS, INCL MATL	TON	40	\$ 40.00	\$ 1,600.00
310-1101	GR AGGR BASE CRS, INCL MATL FOR PIPE BACKFILL 2.6 FT DEPTH	TON	113	\$ 40.00	\$ 4,520.00
318-3000	AGGR SURF CRS (DETOUR 4" DEPTH)	TON	75	\$ 60.00	\$ 4,500.00
550-1160	STORM DRAIN PIPE, 15 IN, H 1-10	LF	6	\$ 61.00	\$ 366.00
550-1603	STORM DRAIN PIPE, 60 IN, H 20-25	LF	140	\$ 211.04	\$ 29,545.60
550-4216	FLARED END SECTION, 15 IN	EA	1	\$ 1,500.00	\$ 1,500.00
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	100	\$ 55.00	\$ 5,500.00
603-7000	FILTER FABRIC	SY	100	\$ 16.42	\$ 1,642.00
				SUB-TOTAL	\$ 95,903.60
	EROSION CONTROL * INCLUDES ALL BMP'S REQUIRED AND PERMENANT GRASSING				
	GRADING COMPLETE ** INCLUDES EXISTING PIPE REMOVAL AND DISPOSAL				
	FINAL QUANTITIES TO BE MEASURED IN FIELD AND PAID FOR AT UNIT PRICES BID				

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**ORIGINAL**

**Bid Proposal  
Sample Contract  
General Conditions  
Special Conditions**

County reserves the right to accept or reject any and all proposals submitted in response to this RFP, or refuses to enter into any contract resulting from any proposal submitted, without expense to County.

County reserves the right to withdraw this RFP at any time without prior notice, and makes no representations that any contract will be awarded to any Proposer responding to this RFP. County expressly reserves the right to postpone proposal opening for its own convenience, to waive any informality or irregularity in the proposals received, and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection.

Geoffrey E. Morton, P.E.  
County Engineer  
April 18, 2013

**PROPOSAL**

Bid Proposal page 1 of 3

Proposal of  
(Hereinafter called "Bidder") a contractor organized and existing under the laws of the  
State of Georgia and doing business as a corporation.

TO: Cherokee County  
(Hereinafter called "County")

Gentlemen:

The Bidder in compliance with your notices to contractors and all Bidding Documents for the Emergency Pipe Replacement - Woodridge Chase, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract with Cherokee County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, the intent, and completion of the Contract, shall be deemed to have been included in the price bid for the various items scheduled.

Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment with seven (7) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work as specified by the schedule in Special Provision Section 108-08.

Bid Proposal, page 2 of 3

Bidder acknowledges receipt of the following addenda: One (1) 04/23/2013

The undersigned further agrees that in case of failure on his part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after notification of award thereof, the Bid Bond or certified

check accompanying his bid and the money payable hereon shall be forfeited to the County as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities, and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by the direct increase or decrease.

Attached hereto is a bid bond or certified check on the (Bank)

Travelers Casualty and Surety Company of America in the amount  
of  
Five Percent (5%) of total amount of bid, (Five percent of Total  
Amount Bid).

The full name and residence of persons or parties interested in the foregoing bid as principals, are named as follows:

<u>Byron Billingsley</u>	<u>3059 W. Roxboro Rd. NE, Atlanta, GA 30324</u>
<u>Elizabeth Billingsley</u>	<u>3059 W. Roxboro Rd. NE, Atlanta, GA 30324</u>
<u>Dwight A. Voyles</u>	<u>5001 Lazy Acre Dr., Douglasville, GA 30135</u>
<u>Paxton Billingsley</u>	<u>1527 Fama Dr. NE, Atlanta, GA 30328</u>
<u>J. David Hess</u>	<u>5395 Cottage Farm Rd., Johns Creek, GA 30022</u>

Bid Proposal, page 3 of 3

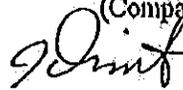
Cherokee County, Georgia

Signed, sealed, and dated this 25th Day of April, 2013.

Bidder: Site Engineering, Inc.

(Company Name)

By:



J. David Hess

Title:

Vice President

Mailing Address: 7025 Best Friend Road  
Atlanta, GA 30340

## BID BOND

(Five Percent (5%) of Bid)

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned

Site Engineering, Inc.

\_\_\_\_\_, as Principal, and

Travelers Casualty and Surety Company of America

, as Surety, are

hereby held and firmly bound unto CHEROKEE COUNTY, GEORGIA, as County in the penal sum of Five (5%) Percent of Attached Bid ---

Dollars (\$ 5% ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 25th Day of April, 20 13.

The condition of the above obligation is such that whereas the Principal has submitted to CHEROKEE COUNTY, GEORGIA a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the following:

Project: Emergency Pipe Replacement - Woodridge Chase

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the County may accept such bids, and said Surety does hereby waive notice of any such extension.

Bid Bond, page 2 of 2

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Site Engineering, Inc. \_\_\_\_\_ (Seal)  
Principal

By: J. David Hess  
J. David Hess, Vice President

Travelers Casualty and Surety Company of America  
Surety

By: D-Ann Kleidosly  
Georgia Representative  
D-Ann Kleidosly, Attorney-In-Fact  
GA Resident License 2788864

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first  
duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ (Owner, Partner, Officer,  
Representative, or Agent) of the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached  
Bid and of all pertinent circumstances respecting such Bid;

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225785

Certificate No. 005258107

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gary D. Eklund, Chaun M. Wilson, William G. Moody, D-Anh Kleldosty, Sylvia M. Ogle, and Tracey D. Watson

of the City of Atlanta, State of Georgia, their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of November, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of November, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate of their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of April, 2013.

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

\_\_\_\_\_(Seal)  
Principal

By:

Surety

By:

Georgia Representative

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Georgia )

)ss.

County of Dekalb )

J. David Hess

, being first

duly sworn, deposes and says that:

(1) He is Vice President (Owner, Partner, Officer,  
Representative, or Agent) of the Bidder that has submitted the attached Bid;

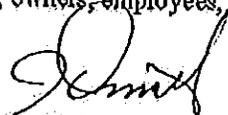
(2) He is fully informed respecting the preparation and contents of the attached  
Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Cherokee County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)



Name J. David Hess

Title Vice President

Subscribed and Sworn to before me  
this 25th Day of April, 2013.

  
Laura B. Robin

## BID ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	COST
	Emergency Pipe Replacement Woodridge Chase				
150-1000	TRAFFIC CONTROL	LS	1.0	\$15,000	\$15,000
161-1000	EROSION CONTROL *	LS	1.0	\$5,000	\$5,000
207-0203	FOUND BK FILL MATL, TP II	CY	52	\$50	\$2,600
210-0100	GRADING COMPLETE **	LS	1.0	\$15,000	\$15,000
310-1101	GR AGGR BASE CRS, INCL MATL	TON	40	\$30	\$1,200
310-1101	GR AGGR BASE CRS, INCL MATL FOR PIPE BACKFILL 2.5 FT DEPTH	TON	113	\$30	\$3,390
318-3000	AGGR SURF CRS (DETOUR 4' DEPTH)	TON	75	\$30	\$2,250
550-1150	STORM DRAIN PIPE, 15 IN, H 1-10	LF	6	\$50	\$300
550-1603	STORM DRAIN PIPE, 60 IN, H 20-25	LF	140	\$250	\$35,000
550-4215	FLARED END SECTION, 15 IN	EA	1	\$800	\$800
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	100	\$70	\$7,000
603-7000	FILTER FABRIC	SY	100	\$4	\$400
				SUB-TOTAL	\$87,940.00
	EROSION CONTROL * INCLUDES ALL BMP'S REQUIRED AND PERMENANT GRASSING				
	GRADING COMPLETE ** INCLUDES EXISTING PIPE REMOVAL AND DISPOSAL				
	FINAL QUANTITIES TO BE MEASURED IN FIELD AND PAID FOR AT UNIT PRICES BID				

Addendum 1 – revised bid form – April 23, 2013

*John*



**Cherokee County Government**

1130 Bluffs Parkway

Canton, GA 30114

678-493-6077

FAX 678-493-6088

[www.cherolcega.com](http://www.cherolcega.com)

April 23, 2013

RFB NO.: 2013-43

Emergency Pipe Replacement Woodridge Chase

**ADDENDUM 1**

1. Includes questions asked by bidders with responses.
2. Includes revised Bid Form, page 13, of bid package.

✓ *[Signature]*  
SITE ENGINEERING, LLC

4/23/13

**Responses to questions received for Emergency Pipe Replacement Project:**

1. The table of contents of the bid documents shows that the schedule of items is on pages 13-14 but the list of items is only on page 13 is that the complete bid form? *There is only one schedule – page 13.*
2. The table of contents of the bid documents shows that the project specifics is on page 15 but the project specifics are on pages 14 and 15 are these all of the project specifics? *Project specifics are on pages 14 and 15.*
3. The table of contents of the bid documents shows that a location map is on pages 16-17 but there are no pages 16-17 will the location sketch be provided? *No location map, site is off of Sixes Road (exit 11), north side, in Woodridge subdivision – main road in subdivision.*
4. The bid form does not include an item for curb and gutter, under which item will this be paid? *County will install curb and gutter. ✓*
5. The bid form does not include an item for asphalt paving, under which item will this be paid? *County will install asphalt paving. ✓*
6. What is the thickness and type of asphalt to be installed? *County will install asphalt paving. All you have to do is to install 10" of compacted GAB. ✓*
7. Is the new pipe to be installed to the same elevations as the existing pipe? *The inlet at the same elevation, outlet will be at the same elevation as bottom of creek.*
8. Are there any drainage structures (junction boxes, drop inlets) involved in the installation? *No.*
9. The 40 CY quantity for TY II quantity appears to be have calculated as something like for 140 LF X 8 FT X 1 Ft. Our opinion is that the quantity of 40 CY will be inadequate for what will be required to do the job due to wet soils and the need to grade the ditch with stone in order to lay the pipe. Will payment be made for all TY II used by taking the total tons used multiplied by a factor of 1.4 (105 #/CF X 27 / 2000) to convert the tons to CY? *We will pay for 10 ft. width and 12 inch depth in cubic yards - 52 CY*
10. In order to keep the road open to traffic there will be a need to install some GAB as aggregate surface course. Will this material be paid for in item 310-1101 GAB? *We will pay for 75 tons of Agg Surf Crs. Item 318-3000*
11. What is the desired thickness of GAB? *10"*

12. Assuming the GAB is 8 IN thick the 40 TN set up the bid form should cover approximately 40 FT of the street. With a depth of cut of being approximately 25 FT it will be difficult to keep the excavation in this limit. We think 50 FT will be more realistic. Will additional GAB be paid for on a per ton basis? *The intent of the project is to keep the trench width to a minimum width therefore 40' length is more than adequate.*

13. The water department said that they said the water line was 6 IN but did not know if it is ductile or PVC. Regardless it will either have to be supported or taken out of service long enough to install the pipe. Supporting the line will be expensive and if it is PVC with taps for old services it could still rupture.
1. What do you want our price to include (1.) supporting the pipe or (2) taking it out of service?
  2. If it is taken out of service should our bid include removal and replacement of the line?
  3. How long could it be out of service?

*The County would assume supporting the pipe but final method will be decided between CCWSA and the Contractor. Contractor is responsible for all utility coordination.*

14. Once installation begins we assume it needs to be completed as fast as possible. If for some reason it happens to rain during the process compaction will become difficult.
1. Do we need to include some quantity of stone backfill in case this occurs?
  2. Has any thoughts been given to adding a bid item for crushed stone backfill if needed?

*We will set up GAB backfill for backfilling 100 linear feet of the pipe to half the diameter of the pipe. Item 310-1101\* GAB/Pipe Backfill - 113 Tons*

15. The existing catch basins just north of the replacement work dumps out as a 15 IN near the downstream end of the proposed 60 IN. The invert of the 15 IN is about 6 FT above the 60 IN. The headwall has fallen off the 15 IN. Is repair of this a part of the project? *We ask that the 15" pipe be extended 4 to 6 ft. and a flared end be installed to align with the rip rap. Item 550-1150 Storm Drain Pipe 15" - 6 Ft. & Item 550-4215 Flared End Section 15" - 1 Ea.*

16. What gauge of pipe material? *No less than 10 gauge due to the depth of cover = 20 - 25 feet.*

# Project Specifics

## Woodridge Chase

### **Existing conditions:**

The northbound through lane of Woodridge Chase, which is located in the Woodridge subdivision, located on the north side of Sixes Road, collapsed due to a cavity caused from a storm pipe separation under the roadway. The invert of the existing steel pipe has completely corroded from carrying a piped live stream. The invert corrosion has washed out numerous sections of pipe joints resulting in the road and pipe failure. The 132' of 60" Steel CMP has a collapsed section 44'+/- upstream from the invert out at the road failure point. The downstream headwall has been completely washed out and laying over into stream. The Cherokee Roads and Bridges Division has stabilized the lane collapse and barricaded section to one lane traffic. An emergency utilities locate has been called for the site as well.

### **Existing Utilities:**

Overhead power, all others (phone and CATV) underground. Water main and water service exists with (2) conflicting water meters and services. There is no County maintained sanitary sewer service in roadway. Homes are serviced with individual septic systems. Gas utilities are also underground.

### **Existing Elevations: Assumed elevation of (100.00)**

- North side edge of pavement/F/C – 100.90
- North side top of slope/edge of shoulder 15'+/- from B/C – 102.00 *\*Note-(2) existing water meters and services are in conflict with construction area.*
- South side edge of pavement/F/C – 100.00
- South side top of slope/edge of shoulder 15'+/- from B/C – 100.40
- Invert (IN) of existing pipe – 84.70
- Invert (OUT) of existing pipe – 79.20
- Top of water at Invert (OUT) of existing pipe – 78.00
- Pavement width 20' F/C to F/C.
- Curbing is typical roll back type.

### **Proposed Action: Emergency Contractor Responsibility**

- Proper State of Georgia erosion control guidelines and measures are to be followed during construction.
- BMP's required and permanent grassing to be paid for under Lump Sum Erosion Control.
- Contractor to provide and maintain traffic control throughout duration of construction.
- Road to be open to through traffic and traffic during construction.

- Contractor will be responsible for all utility coordination.
- Contractor is responsible for all utility conflicts (public and private) within the construction area. Also it is the responsibility of the contractor to pre-notify and coordinate any service interruptions public, private and to adjacent property owners affected by construction.
- Contractor intent is to excavate a single trench line with minimal trench width for removal and replacement of the existing storm pipe. No tapered or graduated slope cuts are to be used for this project to reduce disturbance of existing utilities, curb and infrastructures.
- The live stream may be pumped to an existing storm drain 50'+/- north of construction area.
- Contractor is responsible for removal and disposal of existing steel pipe.
- Contractor is to remove and dispose of (2) existing pre-cast headwalls at Cherokee County Roads and Bridges stock yard located on Univeter Road in Canton.
- Installation of 140' of 60" Aluminum Alloy pipe with approved stone pipe bed to replace existing steel pipe. The proposed additional length of pipe from the existing 132' is to be used to extend the existing invert out point. This extension is intended to place the proposed invert out point at the stream flow level. The replacement pipe is to maintain existing flow line of stream.
- Trench backfills to be compacted per latest edition GDOT specifications for roadway stabilization.
- Rip-rap stabilization is to be used at invert in and out of new pipe in place of existing pre-cast headwalls.
- Finished road grades, curbs, shoulders and slopes are to be contoured to consistent adjacent conditions existing around construction area.
- Existing asphalt edges are to be vertically cut for final roadway patching. Roadway cut to be filled, compacted and finished with 10" of G.A.B. to the existing top of asphalt.
- All disturbed areas are to be hydro-seeded and mulched per Cherokee County regulations and guidelines.
- All construction activity to follow Cherokee County regulations and guidelines and are subject to inspection throughout the duration of the project.

**Cherokee Roads and Bridges: Pre-Construction responsibility**

- All trees and vegetation will be cleared and removed from construction area prior to contract work. The area of clearing will be 25' each side of centerline of existing pipe.
- Re-installation of curbing disturbed from construction area.
- Final inlay asphalt patching.



**Cherokee County Government**

Engineering Department  
Capital Program Management  
1130 Bluffs Parkway  
Canton, GA 30114  
678-493-6077 FAX 678-493-6088  
[www.cherokeega.com](http://www.cherokeega.com)

April 26, 2013

Mr. J. David Hess  
Site Engineering, Inc.  
7025 Best Friend Road  
Atlanta, Georgia 30340

Re: Emergency Pipe Replacement  
Woodridge Chase  
Contract Documents

Dear Mr. Hess:

Attached please find three (3) copies of the contract for the above referenced project for executing.

Please note that in addition to completing and signing the contract, you are also responsible for filling out Exhibits C, D, E, F, G, H and I.

The award of the contract is expected to be made at the May 7, 2013 Board of Commissioners meeting. If you could execute the contracts and return them, as well as a copy of your insurance certificate, to me by Friday, May 3, 2013, it would be appreciated.

If any additional information or clarification is required please contact us at 678-493-6077.

Sincerely,

Geoffrey E. Morton, P.E.  
County Engineer

**Attachments**

Cc: Tommie Gray  
Wilburn Debord



**Cherokee County, Georgia  
Agenda Request**

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SUBJECT: City of Waleska City Park: Land Purchase

MEETING DATE: May 7, 2013

SUBMITTED BY: Bill Echols, AIA, Director of Capital Projects

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COMMISSION ACTION REQUESTED: It is recommended and requested that the Board of Commissioners execute the attached MOU between the City and the County and approve the purchase of approximately 15.59 acres of property within the City of Waleska for the proposed new City of Waleska City Park, in the purchase amount of \$190,000.00; plus associated closing costs and attorney fees, not to exceed \$1,500.00. Funding of this property is from Cherokee County Park Bond Funds: City of Waleska account PR123.

---

FACTS AND ISSUES: As recently reported to the County by Ms. Dana M. Thompson, Attorney at Law, Thompson, Meier & King, P.C., Canton, Georgia, Attorney for the City of Waleska, the City of Waleska has come to an agreement with the Estate of Beulah Cline ("Seller") for the purchase of the 15.59 acres, subject to the County's approval.

The proposed terms are as set forth in the attached Memorandum of Understanding between Cherokee County, and the City of Waleska; executed by the City on April 11, 2013; and to be executed by Cherokee County upon approval at this planned BOC meeting of May 7, 2013.

Upon approval by the Cherokee County BOC, the City will close to purchase the property. Upon presentation of invoices from the closing, **the County will reimburse the City**, as set forth by the executed MOU between the City of Waleska and Cherokee County.

Because the executor of the estate passed away earlier this year, it has taken a while for the matter to work its way through the Probate Court, but the estate is now in a position to close on the property.

A copy of the appraisal, dated June 30, 2011, prepared by Randy Saxon, Cherokee Appraisal & Litigation Services, for Jeff Rusbridge, Attorney at Law, Dyer & Rusbridge, P.C., Attorney for the for the Estate of Beulah Cline, is attached. On Page 31 of the attached Appraisal is a copy of the survey of the subject property. However, because the size of 19.09 acres shown on Page 31 does not match the 15.59 acres of the Appraisal of the land to be purchased, you must then subtract from the 19.09 acres the 3.5 acres from the property to get to the correct 15.59 acres to be purchased under this plan. The 3.5 acre parcel is the site for the proposed future City of Waleska Library, based on the information provided by Ms. Thompson. A copy of that 3.5 acre survey is also provided for review and information.

In preparation for this property purchase the following studies have been completed, with no objections or exceptions taken or noted:

1. **Appraisal.** This is complete and a copy is attached.
2. **Environmental Phase I.** Prepared by NOVA Engineering and Environmental, dated October 25, 2011. On file by Cherokee County.
3. **Jurisdictional Waters Report.** Prepared by Wetlands & Ecological Consultants, LLC, dated October 7, 2011. On file by Cherokee County.
4. **Boundary/Topographic Survey.** Currently only a boundary survey exists for the subject property. Upon purchase, Cherokee County Capital Projects will work with the City to have a topographical survey completed; to be paid from the Waleska Park Project Park Bond account. A final boundary/topo survey of the total property is needed for use by AMEC in the master planning work of the property and surrounding other City property.

The total allocation of Park Bond funds for the City of Waleska is \$250,000.00. To date, approximately \$15,000.00 of this total allocation has been expended or budgeted/encumbered for the studies and the forthcoming master planning by AMEC, leaving a currently available balance of \$235,000.00; sufficient for the property purchase.

Based upon a cost of \$190,000.00 plus up to \$1,500.00 in attorney fees, for property purchase plus the encumbered and spent amounts to date of approximately \$15,000.00, a project balance of approximately \$43,500.00 would be available to complete the needed additional survey services by/thru Cherokee County, and for the purchase and installation of the four (4) park benches by the City to be reimbursed by the County.

Upon purchase of the property, a boundary and topographical survey of this new property and other adjacent City property would be completed by/thru the County, and then work would begin for the development of the master plan of the city properties. The master planning work is currently contracted master planning services by AMEC as part of the Three Cities Parks Project.

---

**BUDGET:**

Budgeted Amount:	\$250,000.00	<b>Account Name: Waleska City Park</b>
Amount Encumbered:	\$ 10,000.00	<b>Account #: PR123</b>
Amount Spent to Date:	\$ 5,000.00	
<b>Amount Requested:</b>	<b>\$190,000.00 + \$1,500.00 in attorney fees.</b>	
Remaining Budget:	\$ 43,500.00	
Budget Adjustment Necessary:	\$ NONE	

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:** It is recommended and requested that the Board of Commissioners execute the attached MOU between the City and the County and approve the purchase of approximately 15.59 acres of property within the City of Waleska for the proposed new City of Waleska City Park, in the purchase amount of \$190,000.00; plus associated closing costs and attorney fees, not to exceed \$1,500.00. Funding of this property is from Cherokee County Park Bond Funds: City of Waleska account PR123.

Upon approval by the Cherokee County BOC, and execution and return of the attached MOU between the City and the County, the City will close to purchase the property. Upon presentation of invoices from the closing, **the County will reimburse the City**, as set forth by the executed MOU between the City of Waleska and Cherokee County.

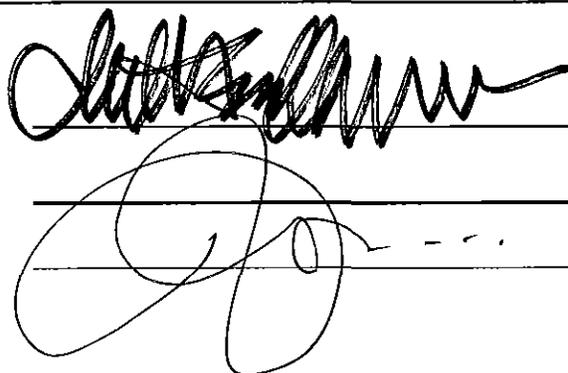
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REVIEWED BY:

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

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

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



Memorandum of Understanding  
Between Cherokee County, Georgia  
and  
City of Waleska, Georgia  
For Purchase/Design of Park

Guided by the County's Comprehensive Parks and Recreation Master Plan, the Cherokee County Board of Commissioners asked the voters to consider a \$90 Million Park Bond Referendum in November, 2008. The voters approved the Park Bond, which included additional park facilities throughout the County.

The purpose of this Memorandum of Understanding is to outline the terms and conditions of the partnership between the City of Waleska and Cherokee County.

Cherokee County will refund the City of Waleska the purchase price of \$190,000, plus associated closing costs and attorney fees, not to exceed \$1,500.00, for the purchase of 15.59 acres (description attached) from the Park Bond Funds.

Cherokee County has retained the services of an architect to prepare a master plan of the land, and Cherokee County will retain boundary and topographical survey services of the land to be purchased, and other adjacent City property, so that a comprehensive site master plan of City property can be prepared for the City of Waleska's future use for development, said survey costs to be part of the City of Waleska's park bond allocation.

The City of Waleska will move forward with construction of the designed recreational facility. The park will be named "Cable Park," and four (4) benches, at a cost not to exceed a total of \$4,500.00, will be placed in the park by the City of Waleska to commemorate the Cable family, to be paid by and from Park Bond Funds as a reimbursement expense by Cherokee County to the City of Waleska upon presentation of receipts or other appropriate documentation.

The City of Waleska agrees to be responsible for the annual operating, maintenance, and all repair and capital costs related to the ongoing operation and upkeep of the facility, unless both parties mutually agree otherwise.

Since this MOU is intended to establish a good faith relationship regarding the successful completion of this park project, both parties agree to resolve issues in an expeditious and priority manner.

In Witness Whereof the parties hereto have executed the within Memorandum on the dates shown hereunder,

Approved by the Cherokee County Board of Commissioners:

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

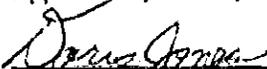
Date: \_\_\_\_\_

ATTEST:

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

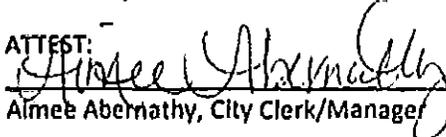
Date: \_\_\_\_\_

Approved by the City of Waleska Mayor and Council:

  
\_\_\_\_\_  
Doris Jones, Mayor

Date: 4/11/13

ATTEST:

  
\_\_\_\_\_  
Aimee Abernathy, City Clerk/Manager

Date: 4/11/13

*copy CB*



**An Appraisal of:**

**15.59 Acres, Bartow Street  
Beulah Cline Estate  
Waleska, Georgia 30183  
Land lots 40, 41, 33; 14<sup>th</sup> District; 2<sup>nd</sup> Section  
Cherokee County**

**As of:  
June 30, 2011**

**Prepared for:**

**Jeff Rusbridge, Attorney  
Dyer & Rusbridge, P. C.  
291 East Main Street  
Canton, Georgia 30114**

**Prepared by:**

**Randy Saxon  
Cherokee Appraisal & Litigation Services  
4101 Gold Mill Ridge  
Canton, Georgia 30114**

# CHEROKEE APPRAISAL & LITIGATION SERVICES

4101 GOLD MILL RIDGE  
CANTON, GEORGIA 30114

---

770-720-4499

July 11, 2011

Jeff Rusbridge, Attorney  
Dyer & Rusbridge, P. C.  
291 East Main Street  
Canton, Georgia 30114

Reference: Appraisal of 15.59 Acres, Beulah Cline Estate  
Bartow Street; Land 40, 41, 33; 14<sup>th</sup> District; 2<sup>nd</sup> Section  
Waleska, Georgia; Cherokee County

Dear Mr. Rusbridge:

In accordance with your request, I have made the inspections, investigations, and analyses necessary to appraise the above-referenced property. The subject property consists of 15.59 acres of residential land. The property is located at the corner of Bartow Street and Byars Street in the city of Waleska. The property was inspected on June 30, 2011, the effective date of this appraisal report.

The purpose of this appraisal was to estimate the "As Is" market value of the fee simple interest in the property. The subject is a 15.59-acre parcel that has an older house that has no contributory value. The property has a highest and best use of residential, however; that use would be a future use. The present highest and best use would be to hold the property until the market recovers and demand for residential property returns. Market value, fee simple, and other appraisal terms are defined within the text of the following appraisal report.

To the best of the appraiser's ability, the analyses, opinions, and conclusions were developed and the report was prepared in accordance with the standards and reporting requirements of USPAP. Furthermore, this appraisal report has been prepared in compliance with (and use of this report is subject to) all regulations issued by the appropriate regulatory entities, regarding the enactment of Title XI of the Financial Institution Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

This summary appraisal report is being communicated in an abridged format with summary information and conclusions. As such, any reader of this document is hereby informed that this *is a summary* appraisal report. I have incorporated by reference additional support information that has been retained in my file.

# CHEROKEE APPRAISAL & LITIGATION SERVICES

4101 GOLD MILL RIDGE  
CANTON, GEORGIA 30114

---

770-720-4499

July 11, 2011

Jeff Rusbridge, Attorney  
Dyer & Rusbridge, P. C.  
291 East Main Street  
Canton, Georgia 30114

Reference: Appraisal of 15.59 Acres, Beulah Cline Estate  
Bartow Street; Land 40, 41, 33; 14<sup>th</sup> District; 2<sup>nd</sup> Section  
Waleska, Georgia; Cherokee County

Dear Mr. Rusbridge:

In accordance with your request, I have made the inspections, investigations, and analyses necessary to appraise the above-referenced property. The subject property consists of 15.59 acres of residential land. The property is located at the corner of Bartow Street and Byars Street in the city of Waleska. The property was inspected on June 30, 2011, the effective date of this appraisal report.

The purpose of this appraisal was to estimate the "As Is" market value of the fee simple interest in the property. The subject is a 15.59-acre parcel that has an older house that has no contributory value. The property has a highest and best use of residential, however; that use would be a future use. The present highest and best use would be to hold the property until the market recovers and demand for residential property returns. Market value, fee simple, and other appraisal terms are defined within the text of the following appraisal report.

To the best of the appraiser's ability, the analyses, opinions, and conclusions were developed and the report was prepared in accordance with the standards and reporting requirements of USPAP. Furthermore, this appraisal report has been prepared in compliance with (and use of this report is subject to) all regulations issued by the appropriate regulatory entities, regarding the enactment of Title XI of the Financial Institution Reform, Recovery, and Enforcement Act of 1989 (FIRREA).

This summary appraisal report is being communicated in an abridged format with summary information and conclusions. As such, any reader of this document is hereby informed that this *is a summary* appraisal report. I have incorporated by reference additional support information that has been retained in my file.

Beulah Cline Estate  
July 11, 2011  
Page Two

A Preliminary Environmental Site Assessment was not provided for this appraisal assignment. The appraisers are not qualified to perform environmental assessments or to determine the cost to cure environmental hazards, if any. Therefore, the appraisal of the subject property does not consider any cost to cure environmental hazards, if any exist. It is recommended that a professional, qualified to assess environmental conditions, be contracted to perform a study, if any environmental hazards are suspected to exist. I assume no responsibility for the possibility of any potentially hazardous environmental conditions, and reserve the right to alter our value conclusions, if such conditions exist.

This appraisal assignment has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. This summary report is subject to the attached Underlying Assumptions and Limiting Conditions and Certification. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

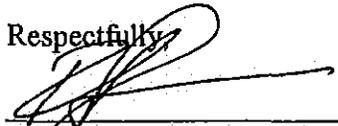
In order to render an opinion of value for the underlying land value of the subject property, I performed one analysis: a Sales Comparison Approach for the 15.59 acres, representing the subject property in its present condition.

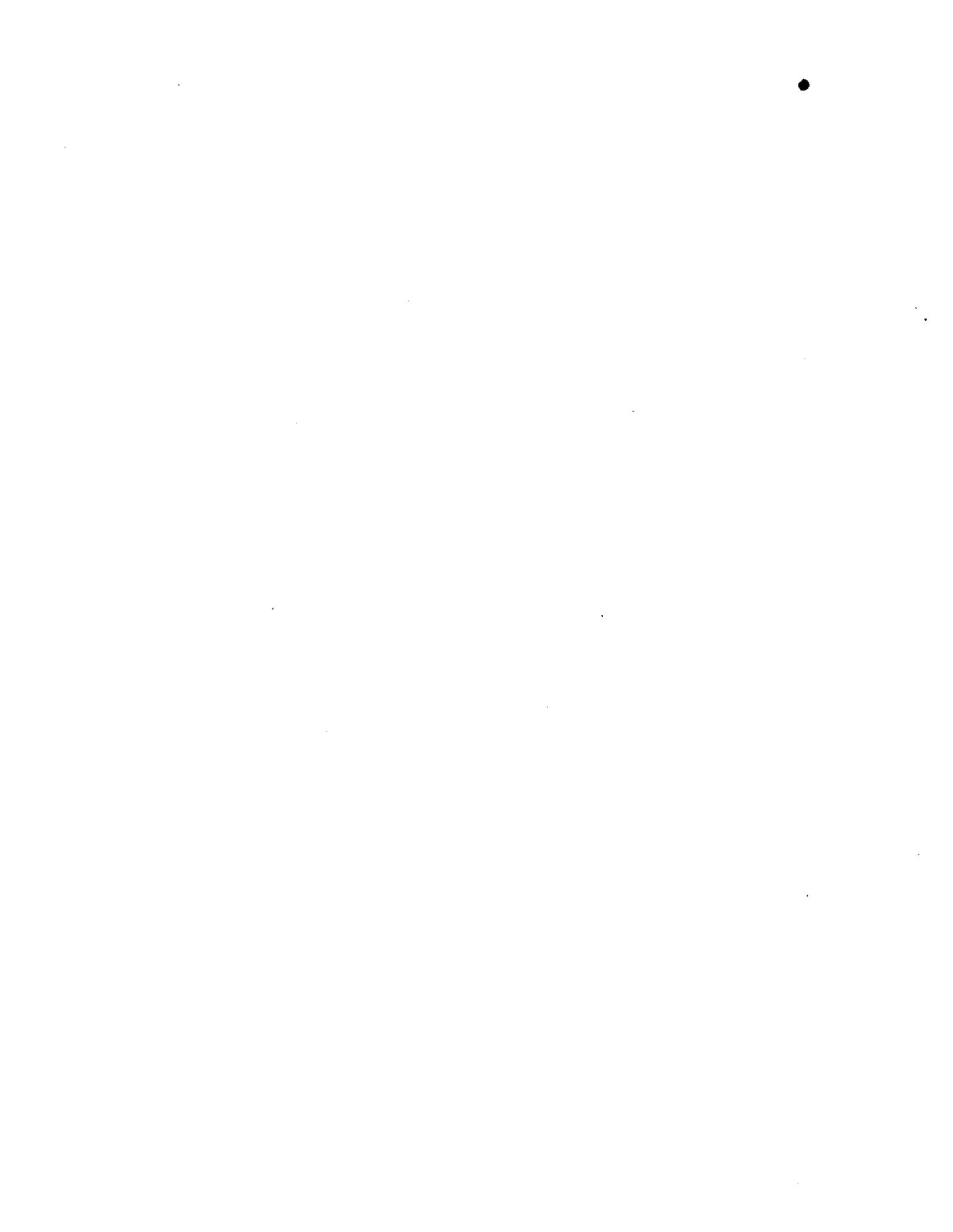
Based upon an investigation into those influences which affect market value, I have estimated the *As Is* market value of the fee simple estate in the subject property, subject to the Underlying Assumptions and Limiting Conditions, as of June 30, 2011 is:

<p style="text-align: center;"><b>Two Hundred Ninety Five Thousand Dollars</b> <b>\$295,000</b></p>
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It has been a pleasure to serve you in this matter. If I can be of further assistance please, call.

Respectfully,

  
\_\_\_\_\_  
Randy Saxon  
Certified General Real Estate Appraiser  
State of Georgia No. 3054  
Associate Member, Appraisal Institute



### Cherokee County, Georgia Agenda Request

SUBJECT: Budget Amendment for Unincorporated County Services Fund MEETING DATE: 5/7/2013

SUBMITTED BY: Janelle Funk/Geoff Morton

COMMISSION ACTION REQUESTED:

Approve budget amendment to:

- Transfer \$25,000 from the Technical Services account in the Engineering Department (in the Unincorporated County Services Fund) to the Professional Services account, and
- Increase the Insurance Premium Tax revenue, which will be recorded into the Unincorporated County Services Fund, by \$85,000.

FACTS AND ISSUES:

A settlement for the Ramirez claim has been negotiated. Since the \$100,000.00 settlement and related insurance deductible was not budgeted it will be covered by reducing technical services expense and increasing Insurance Premium Tax revenue.

BUDGET:

Department Impacted	Accounts Impacted	Original Amount Budgeted	Amendment	Amount Already Spent/Encumbered	Budget Remaining if Approved
Engineering Dept - Technical Services	24271000-521300	40,000.00	(25,000.00)	14,302.86	697.14
Insurance Premium Taxes	23090-316200	6,500,000.00	85,000.00	-	6,585,000.00
Engineering Dept - Professional Services	24271000-521200	500.00	100,000.00	68.00	100,432.00
Engineering Dept - Insurance Deductible	24271000-523110	-	10,000.00	-	10,000.00

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.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

*Janelle Funk / Geoff Morton*

*[Signature]*

*[Signature]*





### Cherokee County, Georgia Agenda Request

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SUBJECT: Youth Baseball Complex Use Agreement with Hobgood Baseball MEETING DATE: 5/7/13

SUBMITTED BY: Bryan Reynolds, CRPA Director

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COMMISSION ACTION REQUESTED:

Consideration of an agreement for the use of the youth baseball complex at Hobgood Park

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FACTS AND ISSUES:

Hobgood Baseball, for more than fifteen years has occupied and maintained the youth fields at Hobgood Park for the purposes of providing a youth baseball program, but there is no formal written agreement in place. This agreement formalizes the working relationship already in place between Hobgood Baseball and CRPA, laying out terms and conditions of use, the responsibilities of each party including costs for maintenance and utilities and identifies a process for improvements and upgrades to the facility.

The agreement has been reviewed by the county attorney and includes standard language for liability insurance, indemnification and termination. It also includes affidavits to satisfy E-Verify and SAVE requirements.

The Hobgood Baseball, Inc. president has reviewed the document and is in agreement with all of the provisions. The agreement was also reviewed by the Recreation & Parks Advisory Board at their April 17<sup>th</sup> meeting and recommended for approval 5-0.

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BUDGET:

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

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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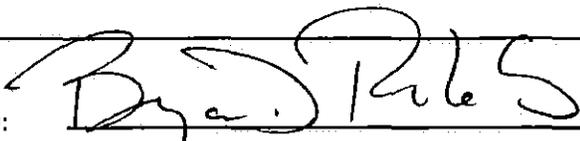
ADMINISTRATIVE RECOMMENDATION:

Approval of an agreement for the use of the youth baseball complex at Hobgood Park

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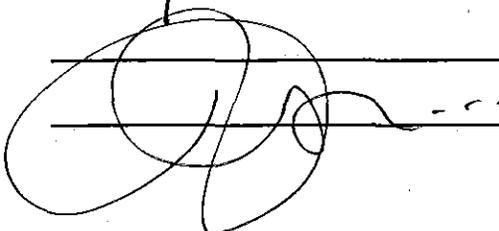
REVIEWED BY:

DEPARTMENT HEAD:



AGENCY DIRECTOR:

COUNTY MANAGER



**Cherokee County, Georgia**  
**Youth Baseball Complex Use Agreement with Hobgood Baseball, Inc.**

This Agreement entered into on this \_\_\_\_\_ of \_\_\_\_\_ 2013, by and between Cherokee County, Georgia, (hereinafter referred to as the County) and Hobgood Baseball, Inc.

**WHEREAS**, Cherokee County's mission is to provide a "Superior Quality of Life" for its residents by preserving the beauty, unique character and desirability of the community where we live, work, and play;

**WHEREAS**, to achieve its mission, the County is committed to service excellence and continuous improvement and maintaining the lowest tax rates in ARC-Metro Atlanta through fiscal responsibility and conservative planning;

**WHEREAS**, one of the County's major priorities is to enhance the level of service through practices that involve community-based organizations and agencies as true partners in our recreation and parks system; and,

**WHEREAS**, Hobgood Baseball, Inc. is a not-for-profit community-based association of volunteers, members, and staff serving the recreational and competitive baseball interests and needs of children and provides programs and services which develop the spirit, mind and body;

**NOW, THEREFORE** in consideration of the covenants and conditions set forth herein the parties agree as follows:

**ARTICLE I**  
**BACKGROUND**

1. The County owns a 60 acre public park on Towne Lake Parkway, known as Hobgood Park that includes as part of its amenities 6 youth baseball fields along with concession stand/restroom building, batting cages, storage buildings and adjacent common areas (hereinafter referred to as "Youth Baseball Complex"). See Exhibit D for the boundaries of the Youth Baseball Complex.
2. Hobgood Baseball, Inc. has a long tradition of positively serving children in Cherokee County by providing recreational opportunities through baseball activities at Hobgood Park. These activities are provided primarily by volunteers including coaches, managers, and league officers. Hobgood Baseball, Inc. provides paid staff members such as concessionaires, umpires and field maintenance staff.

**ARTICLE II**  
**PURPOSE OF AGREEMENT**

The purpose of this Agreement is to:

1. Provide the terms and conditions under which Hobgood Baseball, Inc. shall occupy and use the Youth Baseball Complex along with concession stand/restroom building, storage buildings and batting cages for practices, games, tournament play and other league activities.

2. Define operational and maintenance responsibilities of each party hereto.
3. Identify responsibility for costs.
4. Identify a process to provide improvements and upgrades.

**ARTICLE III  
DURATION OF AGREEMENT**

This Agreement shall extend for a term of ten (10) years from the date the Agreement is executed by the Parties and shall allow for two (2), five (5) year extensions with the written approval of both Parties. The Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on September 30 each calendar year of the Term, and further, that this Agreement shall automatically renew on October 1 of each calendar year absent the County's provision of written notice of non-renewal to Hobgood Baseball, Inc. at least thirty (30) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Hobgood Baseball, Inc. until fully paid for by the County.

**ARTICLE IV  
EFFECTIVE DATE OF AGREEMENT**

This Agreement shall become effective upon execution by the Cherokee County Board of Commissioners and Hobgood Baseball, Inc. Board of Directors.

**ARTICLE V  
PERMITTED USES**

Hobgood Baseball, Inc. shall occupy and use the Youth Baseball Complex as allowed under the following conditions:

1. The Youth Baseball Complex shall be used and occupied by Hobgood Baseball, Inc. only for the purpose of sanctioned baseball and baseball-related activities and for children between the ages of four (4) and eighteen (18) years of age. Hobgood Baseball, Inc. shall not use or permit the Youth Baseball Complex to be used for any other purpose without the prior written approval of the County.
2. Use of the Youth Baseball Complex as home fields is limited to players within Hobgood Baseball, Inc. "service area" (i.e. 85% of players shall be residents of Cherokee County). The parties shall not allow the Youth Baseball Complex to be used as home fields by any teams that are not a part of Hobgood Baseball, Inc. or that are outside Hobgood Baseball, Inc.'s service area without the written approval of the Cherokee Recreation & Parks Agency (CRPA) Director.
3. In November of each year, Hobgood Baseball, Inc. will provide both the number of teams and participants in its league for both the previous spring and fall seasons to the CRPA Director. The Director retains the right to make adjustments in field use based upon those numbers. Any such adjustment shall be made with no less than one hundred eighty (180) days advance notice. In the

event that an adjustment is made in field use by the Director, pro rata adjustments shall also be made in the maintenance obligations of Hobgood Baseball, Inc.

**ARTICLE VI  
PERIODS OF USE**

Use of the Youth Baseball Complex by Hobgood Baseball, Inc. is limited to the scheduled spring, summer and fall practice and league seasons and reasonable additional times for tournament play.

**ARTICLE VII  
USE BY OTHERS**

1. The County shall retain the right to allow and approve Youth Baseball Complex use by others during those times when Hobgood Baseball, Inc. is not scheduled to use the Youth Baseball Complex as noted above or when the fields are closed for maintenance or due to weather conditions, provided the Youth Baseball Complex is returned to Hobgood Baseball, Inc. in good, playable condition. Scheduling of such usage shall be coordinated through Hobgood Baseball, Inc. and pro rata adjustments shall be made to the maintenance obligations of Hobgood Baseball, Inc.
2. Hobgood Baseball, Inc. shall allow other youth sports serving groups from Cherokee County to use the Youth Baseball Complex when not in use by Hobgood Baseball, Inc. Hobgood Baseball, Inc. shall be allowed to charge fees as determined by the County's then current Athletic Field Use Policy to recover any costs Hobgood Baseball, Inc. may incur.

**ARTICLE VIII  
PROPERTY**

1. The County shall retain ownership of all property and facilities at Hobgood Park, including the Youth Baseball Complex.
2. The rights granted to Hobgood Baseball, Inc. under this Agreement shall be applicable to the Youth Baseball Complex.
3. All equipment, property, or improvements permanently affixed to the Youth Baseball Complex shall remain/become the sole property of the County. Such equipment shall not include field equipment or other personal property that has been purchased by Hobgood Baseball, Inc. and is not permanently affixed to the Youth Baseball Complex.

**ARTICLE IX  
IMPROVEMENTS**

Youth Baseball Complex improvements, proposed by Hobgood Baseball, Inc., must be previously approved in writing by the CRPA Director and County Manager. No improvements will be installed or provided by Hobgood Baseball, Inc. without the written permission of the CRPA Director and County Manager. This permission will be granted providing it can be shown the improvement will provide a benefit to league participants or spectators and will not distract from the appearance and function of the park. Hobgood Baseball, Inc. shall assume the costs of maintaining such new improvements unless

otherwise agreed, in writing, by the CRPA Director. Should an improvement be made without the permission of the County, the County has the right to direct Hobgood Baseball, Inc. to remove the improvement within thirty (30) days at Hobgood Baseball, Inc.'s cost. If the improvement is not removed within thirty (30) days, the County may remove the improvement and bill Hobgood Baseball, Inc. for all related costs and will be entitled to full payment for those costs.

## ARTICLE X MAINTENANCE

1. Maintenance by Hobgood Baseball, Inc. – In consideration of the County's agreement to allow use of the Youth Baseball Complex as described herein and to assume the maintenance and service obligations described below, Hobgood Baseball, Inc. agrees to provide, at its own cost and expense, the following maintenance services at the Youth Baseball Complex:
  - a. Hobgood Baseball, Inc. shall provide on-going maintenance of the Youth Baseball Complex and shall maintain said facilities in good condition, recognizing they are part of a park serving the general public. The CRPA Director shall meet with Hobgood Baseball, Inc. President during the month of March each year and will provide a list of projects, which in the County's opinion, need or are anticipated to need maintenance, and Hobgood Baseball, Inc. shall provide the needed maintenance within ninety (90) days of receipt of such list.
  - b. Hobgood Baseball, Inc. shall provide the services and/or cover the costs for services for on-going, scheduled maintenance to the following areas at the Youth Baseball Complex: baseball fields including fences, dugouts, scoreboards and athletic field lighting; batting cages; bleachers and spectator areas; grassed areas; concession stand and storage buildings; and public restrooms. Scheduled maintenance shall include:
    - i. Mowing: Baseball fields will be mowed a minimum of once per week between the months of March and November. Other grassed areas will be mowed a minimum of once per 10 to 14 days between the months of March and November.
    - ii. Irrigation: Baseball fields will be irrigated at a rate sufficient to maintain healthy grass. Hobgood Baseball, Inc. will maintain the irrigation system. Hobgood Baseball, Inc. is responsible for the cost of water used for irrigation. Hobgood Baseball, Inc. is responsible for compliance with all outdoor watering restrictions as established by the State of Georgia and Cherokee County.
    - iii. Fertilizing: Baseball fields will be fertilized at least once in the spring and at least once in the fall. The type of fertilizer used shall be previously approved in writing by the CRPA Director.
    - iv. Aerating: Baseball fields will be aerated at least once per year.

- v. Game Preparation: Hobgood Baseball, Inc. is responsible for preparing baseball fields for all games and practices, including but not limited to dragging and lining the fields.
  - vi. Restrooms: The restrooms will be serviced a minimum of once daily each day Hobgood Baseball, Inc. uses the Youth Baseball Complex for practice, league play, tournament play or other activities of Hobgood Baseball, Inc.
  - vii. Landscape area weeding: Weeding of landscape areas within the Youth Baseball Complex shall be done by Hobgood Baseball, Inc. on an as-needed basis. Any herbicides used shall be previously approved in writing by the CRPA Director.
- c. Garbage/Litter removal: Each day Hobgood Baseball, Inc. uses the Youth Baseball Complex for practice, league play, or tournament play, Hobgood Baseball, Inc. shall collect all litter from the Youth Baseball Complex and place it in the on-site dumpster for removal. The dumpster shall be emptied one (1) to two (2) times per week at Hobgood Baseball, Inc.'s cost.

Hobgood Baseball, Inc. shall provide litter control daily during the practice, league play and tournament season and shall keep the area free of litter. If the County determines litter control is not being done effectively, the County will provide twenty four (24) hours' notice to Hobgood Baseball, Inc. to clean up the litter. If it is not done satisfactorily, as determined by the County in its sole discretion, the County will provide the service and invoice Hobgood Baseball, Inc. for the cost of service, and Hobgood Baseball, Inc. will pay to the County all costs related to this service within thirty (30) days of receipt of the invoice.

- d. If the County determines there are maintenance needs in addition to those identified in March of each year, the CRPA Director will inform Hobgood Baseball, Inc. President, by electronic mail, or mail, of the needs. Response times to correct these needs shall be as follows:
- i. Needs that do not present a safety concern must be corrected with thirty (30) days.
  - ii. Needs that present a minimal liability/safety concern must be signed and the public prevented from access to the area of concern within twenty four (24) hours and the problem shall be corrected within seven (7) days.
  - iii. Needs that present a significant liability/safety concern must be signed and the public prevented access to the liability immediately and the problem shall be corrected within twenty (24) hours.
  - iv. Graffiti shall be painted out or otherwise mitigated within forty eight (48) hours (weather permitting) of notification.
- e. If Hobgood Baseball, Inc. does not correct any maintenance/vandalism needs within the time allowed, the County will have them corrected and will invoice Hobgood Baseball, Inc for the

cost of the repairs and the County will be entitled to full payment for those repairs within thirty (30) days of receipt of the invoice.

2. Maintenance and services by the County: The County shall provide the services and/or cover the costs for services for on-going, scheduled maintenance to the following areas adjacent to the Youth Baseball Complex: park access road; paved and graveled parking lots; and common areas in, around and between the parking lots and park access road. Scheduled maintenance is as follows:
  - a. Mowing: Grassed areas in, around and between the parking lots and park access road will be mowed a minimum of once per 10 to 14 days between the months of March and November.
  - b. Parking Lots: Parking lots will be blown off a minimum of once every two weeks.
  - c. Garbage/Litter Removal: Cherokee County will remove loose trash and litter and empty trash receptacles in the parking lots and the common areas in, around and between the parking lots and park access road twice per week.
  - d. Trees: Trees in, around and between the parking lots and park access road will be pruned on an as-needed basis.
  - e. Landscape areas: Weeding and replenishment of mulch or pine straw in landscape areas in, around and between the parking lots and park access road shall be done on an as-needed basis.
3. Maintenance by Hobgood Baseball, Inc. to a higher standard than identified in Article X (2): Hobgood Baseball, Inc. may provide maintenance or services to a higher or more frequent standard than identified in Article X (2), providing that Hobgood Baseball, Inc. assumes all related costs resulting from the higher standard and complies with any present or future federal, state, or Cherokee County laws and policies.

#### **ARTICLE XI REPONSIBILITY FOR COSTS**

1. Hobgood Baseball, Inc. will assume all costs for the maintenance and operational services as noted in Article X above including: the costs of electricity and water consumption related to Hobgood Baseball, Inc. uses; the use and servicing of portable and permanent restrooms; the costs of approved improvements determined to solely serve Hobgood Baseball, Inc. needs; and the capital repairs to those facilities noted in Article VIII Property. Hobgood Baseball, Inc. shall assume responsibility for arranging and paying for these services directly.
2. The County and Hobgood Baseball, Inc. will share in the costs of improvements that are determined to have a shared benefit between Hobgood Baseball, Inc. participants and the general community. The amount of the shared cost will be negotiated, based on the benefit.
3. The County will assume the costs for services noted in Article X Maintenance, Paragraph 2.

4. The parties understand and acknowledge that public works projects costing \$100,000.00 or more shall be governed by Title 36, Chapter 91 of the Official Code of Georgia Annotated.

**ARTICLE XII  
PARKING AND TRAFFIC CONTROL**

During the league and tournament season, Hobgood Baseball, Inc. will assign as many members of their organization as necessary to manage and control parking at the Youth Baseball Complex. Hobgood Baseball, Inc. shall prevent cars from parking on Towne Lake Parkway, along interior park roads, in landscaped areas within the park, and in "No Parking" areas, shall keep fire lanes and access for emergency vehicles clear, shall ensure congestion in the parking lot(s) is minimized, and shall protect the handicapped parking spaces for appropriate use.

**ARTICLE XIII  
RULES, LAWS, AND ORDINANCES**

1. Hobgood Baseball, Inc. agrees to abide by and uphold the ordinances of Cherokee County, laws of the State of Georgia, and policies of Cherokee Recreation & Parks Agency (CRPA) including all applicable sections of the Youth Athletic Association Policies and Procedures Manual as well as other policies as implemented by CRPA, the County Manager or the Recreation & Parks Advisory Board and approved by the Board of Commissioners.
2. In accordance with the Cherokee County Outdoor Lighting Ordinance, Hobgood Baseball, Inc. agrees that the Youth Baseball Complex shall not be illuminated after 11:00 PM except to conclude events in progress prior to 11:00 PM. In such cases, the athletic field lights shall be extinguished after the events have been concluded and the site has been vacated.
3. Hobgood Baseball, Inc. agrees to abide by the laws of Cherokee County and of the State of Georgia regarding the operation of food and beverage serving facilities.
4. Hobgood Baseball, Inc. agrees to continue to register with Georgia Secretary of State's Office as a not-for-profit corporation and to maintain not-for-profit status with the Internal Revenue Service and the Georgia Department of Revenue for the entire term of this Agreement.

**ARTICLE XIV  
ADVERTISING**

Advertising, including sponsorship marketing/advertising signage and materials, shall be limited to the field fencing, scoreboard panels or other areas as approved by the CRPA Director or his designee, in accordance with regulations adopted by the Board of Commissioners.

**ARTICLE XV  
RIGHT TO ENTER**

The County shall have the right to enter the Youth Baseball Complex for any purpose not in conflict with the rights of Hobgood Baseball, Inc. under this Agreement, to include, but not be limited to, safety inspections and ensuring code compliance.

**ARTICLE XVI  
TERMINATION**

1. This Agreement may be terminated by either of the Parties for convenience effective one hundred eighty (180) days after provision of written notice of such termination to the other Party.
2. Upon the breach of any provision of this Agreement by Hobgood Baseball, Inc. and the failure of Hobgood Baseball, Inc., within thirty (30) days of receipt of written notice of such breach from the County, to remedy such breach, this Agreement shall be automatically terminated without any further action by the County.
3. After the termination of this agreement for any reason, Hobgood Baseball, Inc. may apply to the County within ninety (90) days of said termination date to remove any permanent structure(s) built solely with Hobgood Baseball, Inc. funds, and the County shall, in its sole discretion, decide whether to agree to this; however, Hobgood Baseball, Inc. may, within said ninety (90) days, remove all furnishings from said structures. Any such removal authorized by the County shall be accomplished without damage to County property, and Hobgood Baseball, Inc. shall bear all expenses of such removal, including, but not limited to, expenses associated with restoring the Youth Baseball Complex to its original condition, reasonable wear and tear excepted.
4. Upon termination of this Agreement for any reason, any property in the possession of a Party, which was provided by the other Party, shall be returned to the original Party.

**ARTICLE XVII  
SCHEDULED MEETINGS**

In March and November of each year, Hobgood Baseball, Inc.'s President shall schedule and meet with the CRPA Director, or his designee, for purposes of reviewing and planning: Hobgood Baseball, Inc. numbers of participants; maintenance needs; planned improvements, concerns expressed by abutting neighborhoods; and policies and practices to be followed.

**ARTICLE XVIII  
INSURANCE**

1. Hobgood Baseball, Inc. shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the maintenance and use of the Youth Baseball Complex by Hobgood Baseball, Inc., its agents, representatives, employees or subcontractors. All policies shall be

subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

2. **Minimum Limits of Insurance:** Hobgood Baseball, Inc. shall maintain limits no less than Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
3. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the County.
4. The County and County Parties are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of Hobgood Baseball, Inc.; products and completed operations of Hobgood Baseball, Inc.; premises owned, leased, or used by Hobgood Baseball, Inc.; automobiles owned, leased, hired, or borrowed by Hobgood Baseball, Inc. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
5. Hobgood Baseball, Inc. insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be in excess of the Hobgood Baseball, Inc.'s insurance and shall not contribute with it.
6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
7. Coverage shall state that Hobgood Baseball, Inc.'s insurance shall apply separately to each insured against whom claim is made or suit is brought.
8. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
9. The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by Hobgood Baseball, Inc. for the County.
10. All endorsements to policies shall be executed by an authorized representative of the insurer.
11. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
12. Policies shall have concurrent starting and ending dates.

13. **Acceptability of Insurers:** Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.
14. **Verification of Coverage:** Hobgood Baseball, Inc. shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Hobgood Baseball, Inc.'s insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Hobgood Baseball, Inc. shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.
15. **Subcontractors:** Hobgood Baseball, Inc. shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.
16. **Claims-Made Policies:** Hobgood Baseball, Inc. shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
17. **County as Additional Insured and Loss Payee:** The County shall be named as an additional insured and loss payee on all policies required by this Agreement.

**ARTICLE XIX  
INTERPRETATION**

This Agreement has been and shall be construed as having been made and delivered in the State of Georgia and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Georgia. Venue shall be Cherokee County, Georgia.

**ARTICLE XX  
AMENDMENTS/MODIFICATION**

The provisions of this Agreement may be amended only upon the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

**ARTICLE XXI  
INDEMNIFICATION**

Hobgood Baseball, Inc. shall bear all losses and damages directly or indirectly resulting to it on account of its performance pursuant to this Agreement. Club shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including

but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the performance under this Agreement, or operations by Hobgood Baseball, Inc., any subcontractor, anyone directly or indirectly employed by Hobgood Baseball, Inc. or subcontractor or anyone for whose acts Hobgood Baseball, Inc. or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of Hobgood Baseball, Inc., any subcontractor, anyone directly or indirectly employed by Hobgood Baseball, Inc. or subcontractor or anyone for whose acts Hobgood Baseball, Inc. or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

**ARTICLE XXII  
ENTIRE AGREEMENT**

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

**ARTICLE XXIII  
RATIFICATION**

Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

**ARTICLE XXIV  
SEVERABILITY**

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

**ARTICLE XXV  
EMPLOYEMENT OF UNAUTHORIZED ALIENS PROHIBITED**

**E-Verify Affidavit:** It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless Hobgood Baseball, Inc. shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Hobgood Baseball, Inc.'s subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all

employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. Hobgood Baseball, Inc. hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County. In the event Hobgood Baseball, Inc. employs or contracts with any subcontractor(s) in connection with the covered contract, Hobgood Baseball, Inc. agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B"; and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Hobgood Baseball, Inc. agrees to provide completed copies of Exhibit "B" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of Hobgood Baseball, Inc.'s and Hobgood Baseball, Inc.'s subcontractors' verification process at any time to determine that the verification was correct and complete. Hobgood Baseball, Inc. and Hobgood Baseball, Inc.'s subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Hobgood Baseball, Inc. or Hobgood Baseball, Inc.'s subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, Hobgood Baseball, Inc. and Hobgood Baseball, Inc.'s subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Hobgood Baseball, Inc. or Hobgood Baseball, Inc.'s subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. Hobgood Baseball, Inc.'s failure to cooperate with the investigation may be sanctioned by termination of the contract, and Hobgood Baseball, Inc. shall be liable for all damages and delays occasioned by the County thereby.

Hobgood Baseball, Inc. hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Hobgood Baseball, Inc.'s compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "A" and incorporated herein by this reference.

Hobgood Baseball, Inc. agrees that the employee-number category designated below is applicable to Hobgood Baseball, Inc..

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Hobgood Baseball, Inc. hereby agrees that, in the event Hobgood Baseball, Inc. employs or contracts with any subcontractor(s) in connection with this Agreement, Hobgood Baseball, Inc. will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

**SAVE Affidavit and Secure Verifiable Document:** Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing Hobgood Baseball, Inc.'s legal status in the Country *each* time that Hobgood Baseball, Inc. obtains a public benefit, including any contract, from the County. Hobgood Baseball, Inc. hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "C", and submitted such affidavit to the County in person, electronically, or by mail. Further, Hobgood Baseball, Inc. verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing Hobgood Baseball, Inc.'s legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Hobgood Baseball, Inc. verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

IN WITNESS THEREOF, The County and Hobgood Baseball, Inc. have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNATURES TO FOLLOW

CHEROKEE COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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

CRPA ADVISORY BOARD RECOMMENDED:

\_\_\_\_\_  
Chris Hampton, Chairman  
Approved by CRPA Advisory Board \_\_\_\_\_

HOBGOOD BASEBALL, INC.

\_\_\_\_\_  
By: Hobgood Baseball, Inc. President

ATTEST:

\_\_\_\_\_  
By: Hobgood Baseball, Inc. Secretary/Treasurer

[AFFIX CORPORATE SEAL]

**EXHIBIT "A"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period, and, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit "B." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

\_\_\_\_\_  
Name of Contractor

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

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

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

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

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

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

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

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

[NOTARY SEAL]

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

**EXHIBIT "B"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

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

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

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

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

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

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

[NOTARY SEAL]

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

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

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

**EXHIBIT "C"**  
**SAVE Affidavit**

By executing this affidavit under oath, and as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cherokee County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:  
\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

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

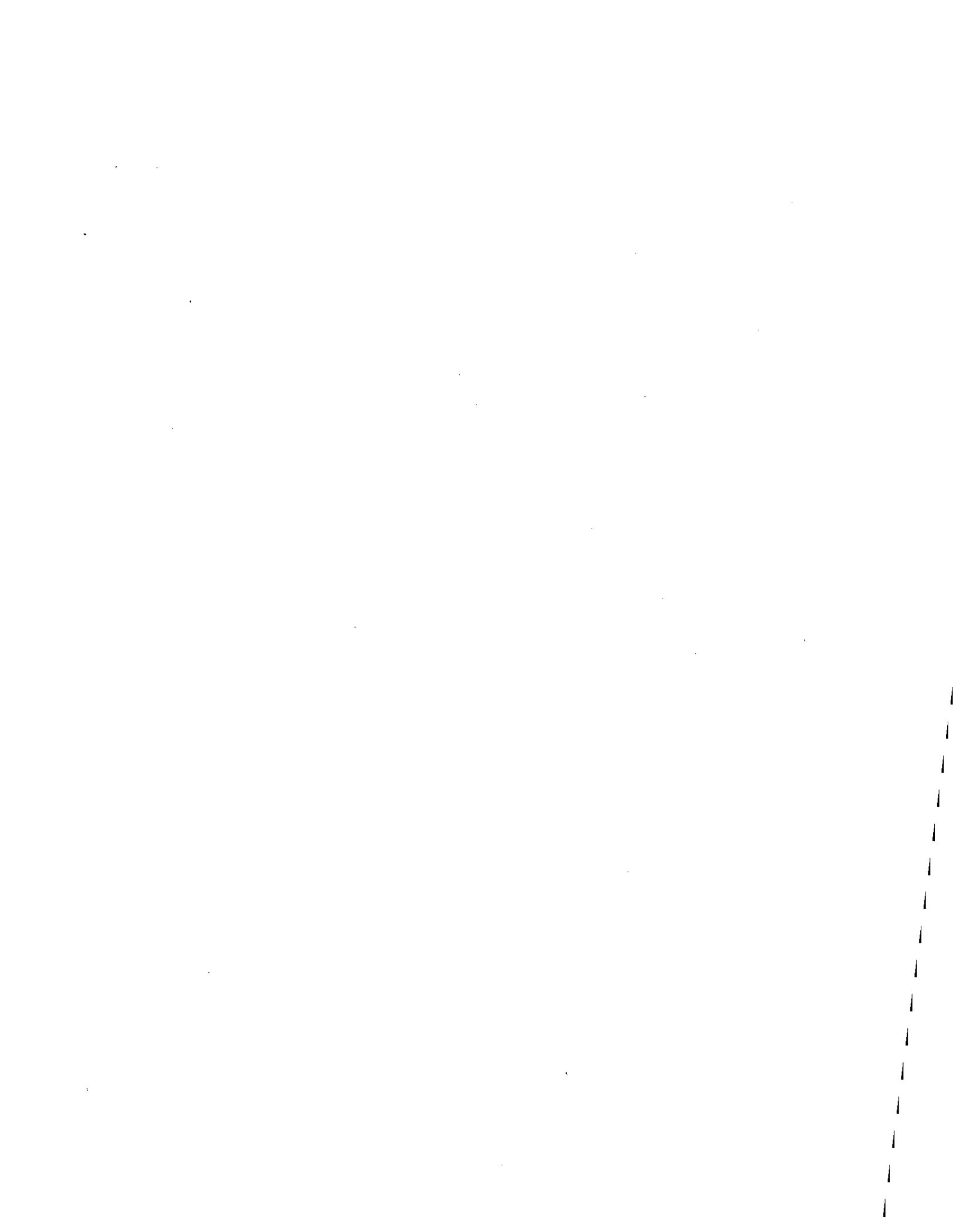
\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_





**Cherokee County, Georgia  
Agenda Request**

2.6

SUBJECT: AQUATIC CENTER: CCWSA WATER AND SEWER EASEMENTS

MEETING DATE: MAY 7, 2013

SUBMITTED BY: Bill Echols, AIA, Director of Capital Projects

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**COMMISSION ACTION REQUESTED:** It is requested that the Board approve granting water and sewer easement and perpetual right-of-way to Cherokee County Water & Sewerage Authority (CCWSA) for and over the water and sewer lines running within and to/from the new Cherokee County Aquatic Center, located at 1200 Gresham Mill Parkway, Holly Springs, Georgia.

---

**FACTS AND ISSUES:** The water and sanitary sewer lines serving the Cherokee County Aquatic Center for domestic and irrigation and fire hydrants water lines were installed and constructed by Cherokee County's contractor, New South Construction Company, Inc., and require the above easements and rights-of-way for CCWSA to enter the property to inspect, maintain, operate, repair, etc. said water and sanitary sewer lines.

The gravity sewer lines and sanitary flow-metering manhole station that run within the Cherokee County Aquatic Center property and connect to CCWSA shall remain a private system owned by Cherokee County. As agreed with CCWSA, in February 2012, the sanitary flow-metering manhole will measure the out-flow of sanitary sewerage from all toilets, sinks and showers, and all waste water from the pool water filtering systems from the indoor and outdoor pools of the new Cherokee County Aquatic Center.

Doing this separate flow-metering will allow the County to purchase CCWSA water at a "water-only-rate" and to purchase sanitary outflow measured by the out-flow meter at a "sanitary-discharge-only" rate. The difference in the water-in and sanitary-out gallons will therefore be considered as evaporated or carried-out by bathers, and therefore not subject to the sanitary charges. At the time of the payment by the County of the water and sanitary connection and tap fees to CCWSA, on February 9, 2012, a sanitary sewerage connection tap fee of \$33,000.00 was based upon the design-calculations. CCWSA has agreed to allow the new Cherokee County Aquatic Center to operate for the first year, then for the sanitary sewerage outflow to be reviewed by CCWSA for a possible assessment of additional sanitary connection taps fees; if necessary. Funds, in the approximate amount of \$20,000.00, have been held within the Aquatic Center project budget for such possible future charges in 2014.

**No costs are associated with this granting of the enclosed water and sewer easements and right-of-way access for CCWSA.**

---

**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: It is requested that the Board approve granting water and sewer easement and perpetual right-of-way to Cherokee County Water & Sewerage Authority (CCWSA) for and over the water and sewer lines running within and to/from the new Cherokee County Aquatic Center, located at 1200 Gresham Mill Parkway, Holly Springs, Georgia.

Attached are the three (3) respective CCWSA Cherokee County easements to be executed: one sewer easement, and two water easements.

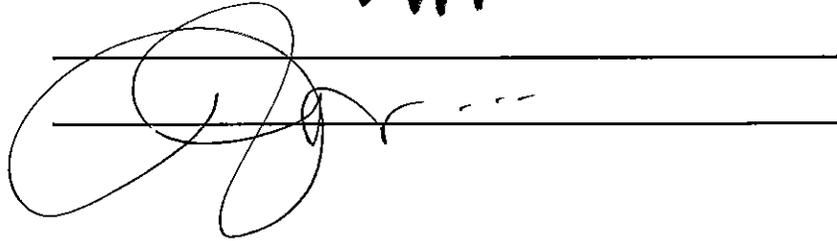
REVIEWED BY:

DEPARTMENT HEAD:



AGENCY DIRECTOR:

COUNTY MANAGER



**Return to:**  
Cherokee County Water & Sewerage Authority  
1957 Authority Drive  
Woodstock, Georgia 30189  
Attn: Jeffery Hooper  
**State of Georgia**  
**County of Cherokee**

**Grant of Easement**  
**Sewer Line/Main**

This grant of easement made this 19th day of April, 20 13, from Cherokee County Board of Commissioners of the State of Georgia, and County aforesaid, hereinafter called Grantor, to **CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY**, a Political Subdivision of the State of Georgia, herein called the Grantee.

**WITNESSETH**, the Grantor for and in consideration of the sum of \$1.00 and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, does grant bargain, sell, and convey unto Grantee an easement and perpetual right-of-way over, upon, through, under and/or across the property of the Grantor in Land Lot 660, of 15th District, 2<sup>nd</sup> Section, Cherokee County, Georgia, and being a strip of land more particularly described and shown on the plat attached hereto as Exhibit "A" and entitled Sanitary Sewer As-Built for Cherokee County (Subdivision Name, Phase, Unit, and or Pod, Aquatic Center & Gresham Mill Parkway Improvements Lot Number \_\_\_\_\_) made a part hereof showing the dimensions and location of this easement. The permanent easement covered by this instrument is 20 feet wide, with the permission to use an additional 10 feet wide during construction. The easement begins and ends where the said pipeline enters and leaves the property line as indicated above, and totals approximately 200 feet in length.

The easement covered by this instrument is for the purpose of a sanitary sewer line/main and utility installation together with the right to go upon said land to install said water line and installations with the continuous right from time to time to go in and upon said right of way and to construct, install, operate, maintain, inspect, reconstruct, repair, renew, and replace therein the pipeline and other installations as may be necessary; also the right to clear, keep clear, remove and dispose of all undergrowth, trees and other obstructions, objects and structures on said right of way, which are inconsistent with the rights of the Grantee and which may interfere with or endanger the construction, operation and maintenance of said sewer line/main and other installations; also the right of ingress and egress to and from said right of way over roads, if any, existing at the time for such ingress and egress, for the purpose of constructing, operating, maintaining, repairing, renewing, replacing said sewer line/main and installations. Said right of way easement may be used by the owners of said land, or their assigns, provided such use is not inconsistent with the rights sought to be condemned and further that such use does not interfere with, injure or endanger said sewer line/main and other installations and the construction, repairing, renewal and replacement thereof and the uses for the purposes hereinbefore stated.

The Grantor does hereby covenant that they are lawfully seized and possessed of the real estate above described, that Grantor does have good and lawful right to convey the said property, and said property is free from all encumbrances, and that they will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said GRANTOR hereunder set his hand and affixed his seal on the date written above.

**WITNESS**

**GRANTOR(S)**

\_\_\_\_\_  
Witness (printed name)

\_\_\_\_\_  
Grantor (printed name)

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

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

\_\_\_\_\_  
Grantor (Printed Name)

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

Sworn to and subscribed before me

this the \_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

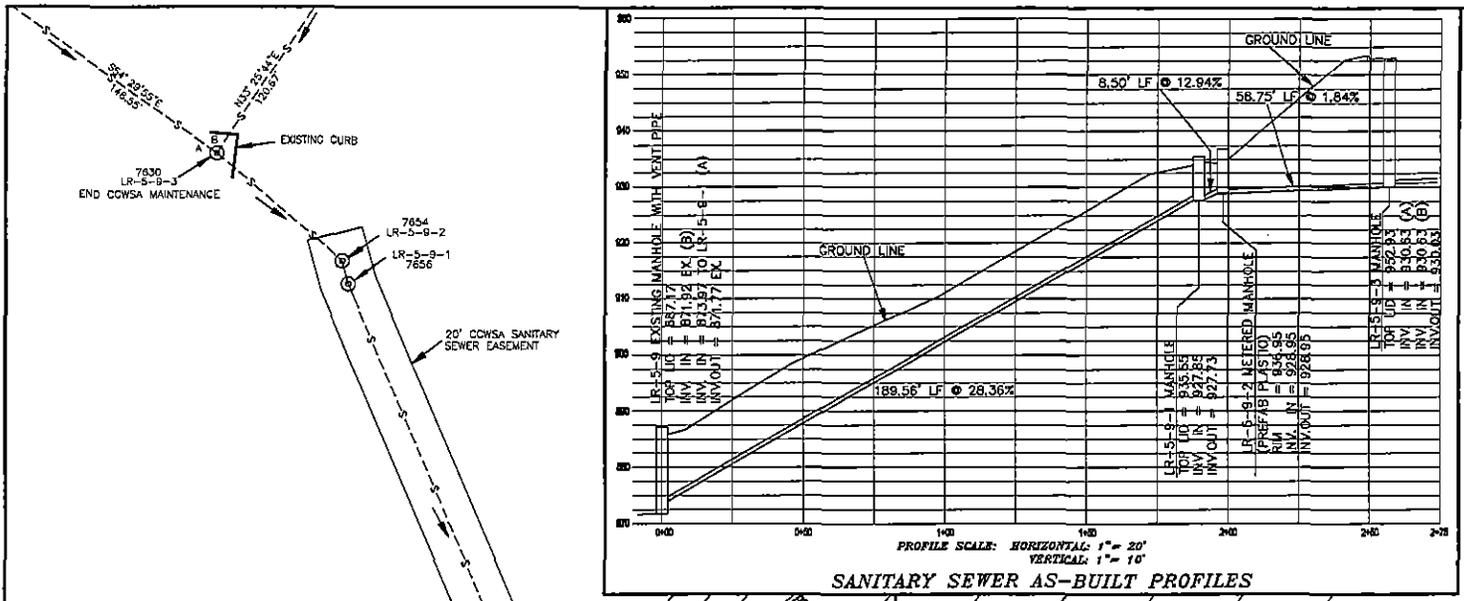
\_\_\_\_\_  
Notary Public

(SEAL)

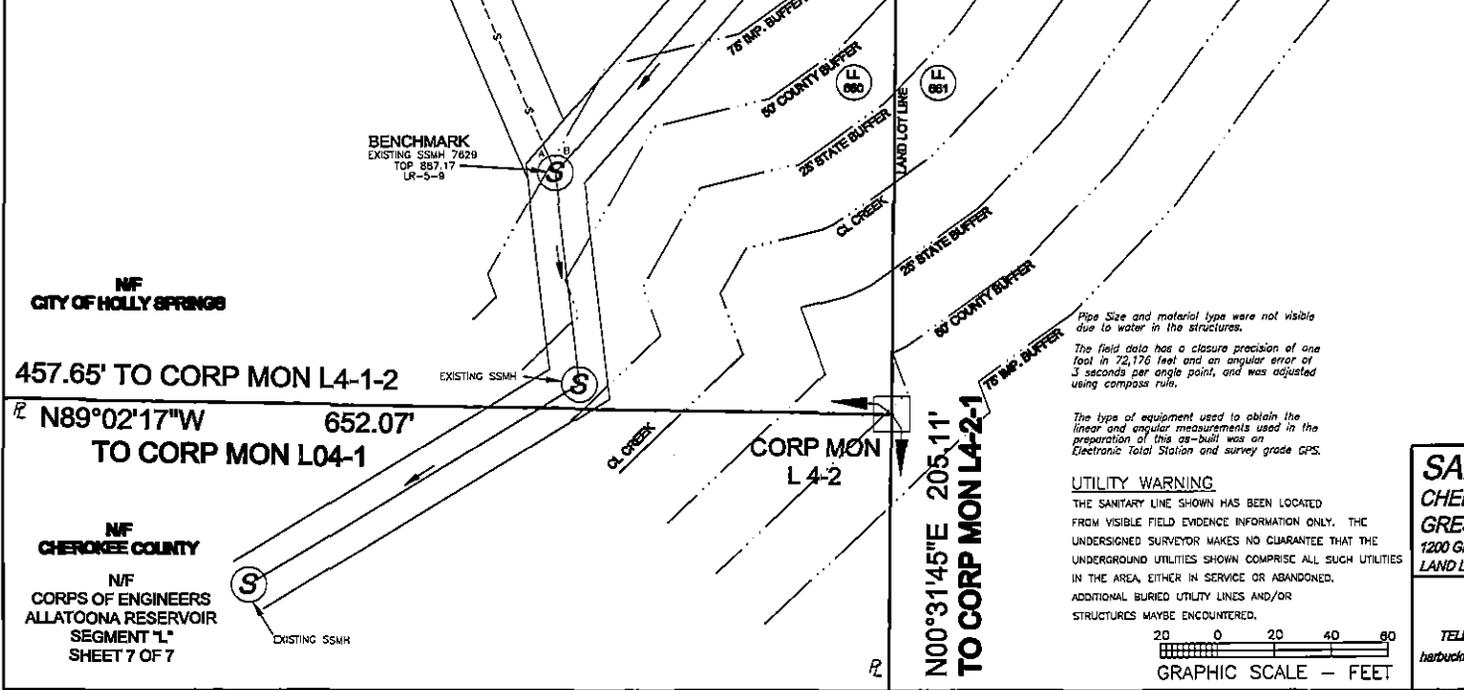
**CCWSA ACCEPTANCE**

\_\_\_\_\_  
CCWSA Representative (Printed Name)

\_\_\_\_\_  
CCWSA Representative (Signature)



HORIZONTAL LOCATIONS REFERENCED TO NAD 83 GEORGIA WEST ZONE FEET  
 VERTICAL LOCATIONS REFERENCED TO NAVD 88  
 ORTHOMETRIC LOCATIONS REFERENCED TO GEOID 89/03



SANITARY SEWER AS-BUILT PROFILES

**LEGEND**

R/W	RIGHT OF WAY
P	PROPERTY LINE
CTF	CRIMP TOP FOUND
IPF	IRON PIN FOUND
IPS	IRON PIN SET
CGR	CALCULATED PROPERTY CORNER
RB	REBAR
OTP	OPEN TOP PIPE
CMF	CONCRETE MONUMENT FOUND
LL	LAND LOT LINE
CL	CENTER LINE
BSL	BUILDING SETBACK LINE
POB	POINT OF BEGINNING
GRD	GROUND
SSMH	SANITARY SEWER MANHOLE
DIP	DUCTILE IRON PIPE
CMP	CORRUGATED METAL PIPE
HDP	HIGH DENSITY POLYETHYLENE
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
SWCB	SINGLE WING CATCH BASIN
DWCB	DOUBLE WING CATCH BASIN
JB	JUNCTION BOX
DI	DROP INLET
CI	CURB INLET
YI	YARD INLET
HW	HEADWALL
BFP	BACKFLOW PREVENTER
RPZ	REDUCED PRESSURE ZONE
DDC	DOUBLE DETECTOR CHECK
FH	FIRE HYDRANT
WM	WATER METER
WV	WATER VALVE
FDC	FIRE DEPARTMENT CONNECTION
CO	CLEAN OUT
INV IN	INVERT OF THE PIPE COMING IN
INV OUT	INVERT OF THE PIPE GOING OUT
FFL	FINISH FLOOR ELEVATION
STA	STATION
ELL	ELEVATION



Pipe Size and material type were not visible due to water in the structures.  
 The field data has a closure precision of one foot in 22,176 feet and an angular error of 3 seconds per angle point, and was adjusted using compass rule.  
 The type of equipment used to obtain the linear and angular measurements used in the preparation of this as-built was an Electronic Total Station and survey grade GPS.

**UTILITY WARNING**  
 THE SANITARY LINE SHOWN HAS BEEN LOCATED FROM VISIBLE FIELD EVIDENCE INFORMATION ONLY. THE UNDERSIGNED SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. ADDITIONAL BURIED UTILITY LINES AND/OR STRUCTURES MAYBE ENCOUNTERED.



**SANITARY SEWER AS-BUILT FOR:**  
**CHEROKEE COUNTY AQUATICS CENTER & GRESHAM MILL PARKWAY IMPROVEMENTS**  
 1200 GRESHAM MILL PARKWAY, HOLLY SPRINGS, GA 30142  
 LAND LOTS 636, 637, 680 & 661, 15TH DISTRICT, CHEROKEE COUNTY, GEORGIA

**HARBUCK LAND SURVEYORS, INC.**  
 03.08.2013  
 TELEPHONE 770-253-5585  
 harbucklandsurveyors@gmail.com  
 WILLIAM G. HARBUCK  
 GEORGIA REGISTERED  
 LAND SURVEYOR NO. 3008  
 35 MANSOUR CIRCLE  
 NEWNAM, GA. 30263  
 JOB NAME = 1102SASB-4

**Return to:**  
Cherokee County Water & Sewerage Authority  
1957 Authority Drive  
Woodstock, Georgia 30189  
Attn: Jeffery Hooper  
**State of Georgia**  
**County of Cherokee**

**Grant of Easement**  
**Water Line/Main**

This grant of easement made this 19th day of April, 20 13, from Cherokee County Board of Commissioners of the State of Georgia, and County aforesaid, hereinafter called Grantor, to **CHEROKEE COUTY WATER AND SEWERAGE AUTHORITY**, a Political Subdivision of the State of Georgia, herein called the Grantee.

**WITNESSETH**, the Grantor for and in consideration of the sum of \$1.00 and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, does grant bargain, sell, and convey unto Grantee an easement and perpetual right-of-way over, upon, through, under and/or across the property of the Grantor in Land Lot 636, of 15<sup>th</sup> District, 2<sup>nd</sup> Section, Cherokee County, Georgia, and being a strip of land more particularly described and shown on the plat attached hereto as Exhibit "A" and entitled Water Easement Survey Cherokee County Aquatics (Subdivision Name, Phase, Unit, and or Pod, Center & Gresham Mill Parkway Improvements Lot Number           ) made a part hereof showing the dimensions and location of this easement. The permanent easement covered by this instrument is 10' x 25' feet wide, with the permission to use an additional 10 feet wide during construction. The easement begins and ends where the said pipeline enters and leaves the property line as indicated above, and totals approximately 250 sq. ft. feet in length in area, and is further described on the attached plat.

The easement covered by this instrument is for the purpose of a water line/main and utility installation together with the right to go upon said land to install said water line and installations with the continuous right from time to time to go in and upon said right of way and to construct, install, operate, maintain, inspect, reconstruct, repair, renew, and replace therein the pipeline and other installations as may be necessary; also the right to clear, keep clear, remove and dispose of all undergrowth, trees and other obstructions, objects and structures on said right of way, which are inconsistent with the rights of the Grantee and which may interfere with or endanger the construction, operation and maintenance of said water line/main and other installations; also the right of ingress and egress to and from said right of way over roads, if any, existing at the time for such ingress and egress, for the purpose of constructing, operating, maintaining, repairing, renewing, replacing said water line/main and installations. Said right of way easement may be used by the owners of said land, or their assigns, provided such use is not inconsistent with the rights sought to be condemned and further that such use does not interfere with, injure or endanger said water line/main and other installations and the construction, repairing, renewal and replacement thereof and the uses for the purposes hereinbefore stated.

The Grantor does hereby covenant that they are lawfully seized and possessed of the real estate above described, that Grantor does have good and lawful right to convey the said property, and said property is free from all encumbrances, and that they will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said GRANTOR hereunder set his hand and affixed his seal on the date written above.

**WITNESS**

**GRANTOR(S)**

\_\_\_\_\_  
Witness (printed name)

\_\_\_\_\_  
Grantor (printed name)

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

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

\_\_\_\_\_  
Grantor (Printed Name)

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

**CCWSA ACCEPTANCE**

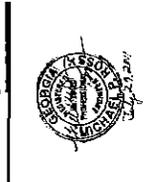
Sworn to and subscribed before me

this the        day of        20       .

\_\_\_\_\_  
CCWSA Representative (Printed Name)

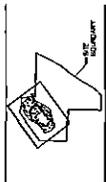
\_\_\_\_\_  
Notary Public (SEAL)

\_\_\_\_\_  
CCWSA Representative (Signature)



NO.	REVISION	DATE
1	ISSUED FOR PERMITS	08/27/11
2	ISSUED FOR PERMITS	08/27/11
3	ISSUED FOR PERMITS	08/27/11

**CHEROKEE AQUATIC CENTER**  
 Cherokee County  
 Owner / Client  
 Cherokee County



**WATER PLAN**

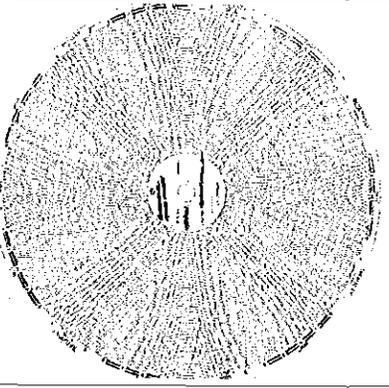
**C-14**

DATE: 08/27/11

**ADDITIONAL SANITARY AND WATER NOTES**

1. I HAVE EXAMINED THE WATER SERVICE INSTALLATION FOR THIS PROJECT AND IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CHARTER OF THE COUNTY OF CHEROKEE, NORTH CAROLINA, AND THE REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF WATER AND ENERGY.
2. CHEROKEE COUNTY AND CHEROKEE COUNTY WATER AND SEWER AUTHORITY (CCWSA) HAS REVIEWED AND APPROVED THIS PLAN AND THE WATER SERVICE INSTALLATION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CHEROKEE COUNTY WATER AND SEWER AUTHORITY AND THE NORTH CAROLINA DEPARTMENT OF WATER AND ENERGY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CHEROKEE COUNTY WATER AND SEWER AUTHORITY AND THE NORTH CAROLINA DEPARTMENT OF WATER AND ENERGY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CHEROKEE COUNTY WATER AND SEWER AUTHORITY AND THE NORTH CAROLINA DEPARTMENT OF WATER AND ENERGY.

**EMERGENCY CONTACT**  
 811  
 Know what's below.  
 Call before you dig.  
 Dial 811.  
 Utilities  
 PROTECT YOURSELF  
 BEFORE YOU DIG

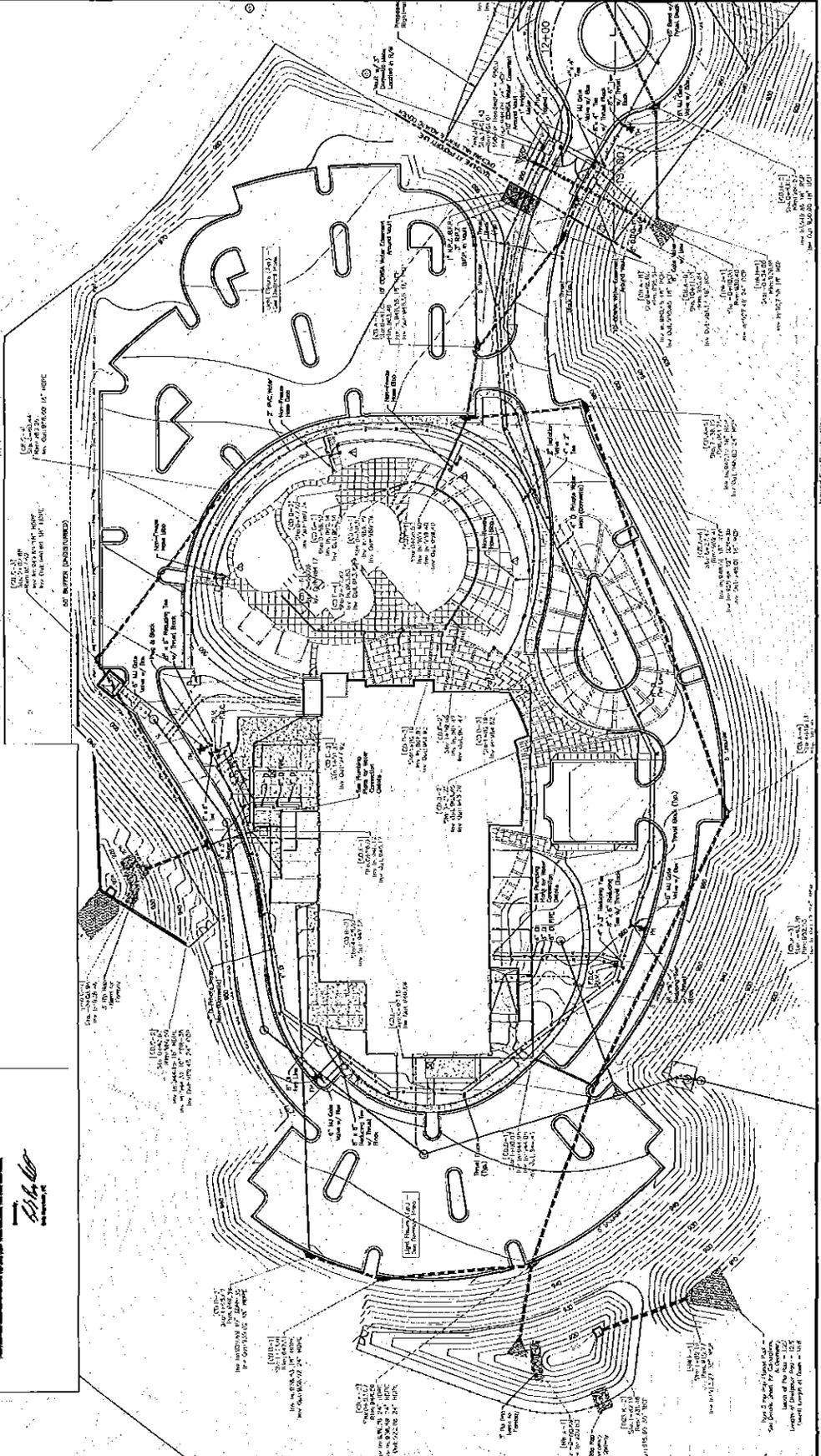


**CONTRACTOR'S OBLIGATIONS**

The contractor shall be responsible for obtaining all necessary permits from the Cherokee County Water and Sewer Authority and the North Carolina Department of Water and Energy.

The contractor shall be responsible for obtaining all necessary permits from the Cherokee County Water and Sewer Authority and the North Carolina Department of Water and Energy.

The contractor shall be responsible for obtaining all necessary permits from the Cherokee County Water and Sewer Authority and the North Carolina Department of Water and Energy.



DATE: 08/27/11

**Return to:**  
Cherokee County Water & Sewerage Authority  
1957 Authority Drive  
Woodstock, Georgia 30189  
Attn: Jeffery Hooper  
**State of Georgia**  
**County of Cherokee**

**Grant of Easement**  
**Water Line/Main**

This grant of easement made this 22nd day of April, 2013, from Group Realty (Transart), LLC of the State of Georgia, and County aforesaid, hereinafter called Grantor, to **CHEROKEE COUTY WATER AND SEWERAGE AUTHORITY**, a Political Subdivision of the State of Georgia, herein called the Grantee.

**WITNESSETH**, the Grantor for and in consideration of the sum of \$1.00 and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, does grant bargain, sell, and convey unto Grantee an easement and perpetual right-of-way over, upon, through, under and/or across the property of the Grantor in Land Lot 636, of 15th District, 2<sup>nd</sup> Section, Cherokee County, Georgia, and being a strip of land more particularly described and shown on the plat attached hereto as Exhibit "A" and entitled Water Plan (Subdivision Name, Phase, Unit, and or Pod, Lot Number \_\_\_\_\_) made a part hereof showing the dimensions and location of this easement. The permanent easement covered by this instrument is 25' x 30' feet wide, with the permission to use an additional 10 feet wide during construction. The easement begins and ends where the said pipeline enters and leaves the property line as indicated above, and totals approximately 750 sq. ft. feet in length, in area, and is further described on the attached easement document. The easement encompasses two meter vaults shown on Exhibit A.

The easement covered by this instrument is for the purpose of a water line/main and utility installation together with the right to go upon said land to install said water line and installations with the continuous right from time to time to go in and upon said right of way and to construct, install, operate, maintain, inspect, reconstruct, repair, renew, and replace therein the pipeline and other installations as may be necessary; also the right to clear, keep clear, remove and dispose of all undergrowth, trees and other obstructions, objects and structures on said right of way, which are inconsistent with the rights of the Grantee and which may interfere with or endanger the construction, operation and maintenance of said water line/main and other installations; also the right of ingress and egress to and from said right of way over roads, if any, existing at the time for such ingress and egress, for the purpose of constructing, operating, maintaining, repairing, renewing, replacing said water line/main and installations. Said right of way easement may be used by the owners of said land, or their assigns, provided such use is not inconsistent with the rights sought to be condemned and further that such use does not interfere with, injure or endanger said water line/main and other installations and the construction, repairing, renewal and replacement thereof and the uses for the purposes hereinbefore stated.

The Grantor does hereby covenant that they are lawfully seized and possessed of the real estate above described, that Grantor does have good and lawful right to convey the said property, and said property is free from all encumbrances, and that they will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said GRANTOR hereunder set his hand and affixed his seal on the date written above.

**WITNESS**

**GRANTOR(S)**

\_\_\_\_\_  
Witness (printed name)

\_\_\_\_\_  
Grantor (printed name)

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

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

\_\_\_\_\_  
Grantor (Printed Name)

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

**CCWSA ACCEPTANCE**

Sworn to and subscribed before me  
this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
CCWSA Representative (Printed Name)

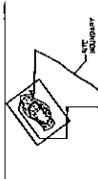
\_\_\_\_\_  
Notary Public (SEAL)

\_\_\_\_\_  
CCWSA Representative (Signature)



1	Sheet to Construction	1/20/11
2	Final Construction	07/27/11
3	Final Construction	07/27/11

**CHEROKEE AQUATIC CENTER**  
 Cherokee County  
 Owner / Client  
 Cherokee County



**WATER PLAN**

MICHAEL A. ROSS  
 PATRICK S. DALLAS  
 COREY GORNTZ

**C-14**

PLOT DATE: 08/15/11

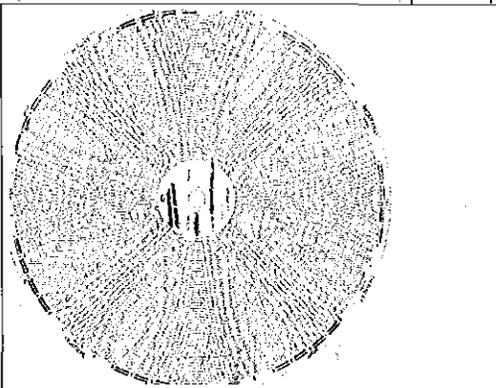
I HAVE REVIEWED THE WATER ENGINEERING INFORMATION FOR THIS PROJECT AND I AM Satisfied THAT THE PROJECT HAS BEEN DESIGNED TO MEET ALL APPLICABLE REGULATORY REQUIREMENTS AND STANDARDS TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE PROJECT OR THE INFORMATION CONTAINED HEREIN. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE PROJECT OR THE INFORMATION CONTAINED HEREIN.

- ADDITIONAL SANITARY AND WATER NOTES**
1. All sanitary and water lines shall be installed in accordance with the Georgia State Plumbing Code (GSPC) and the Georgia State Water Code (GSWC).
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**EMERGENCY CONTACT**  
 Capital Program Coordinator  
 1130 Bluffs Parkway  
 Canton Ga, 30114  
 (678) 859-2337

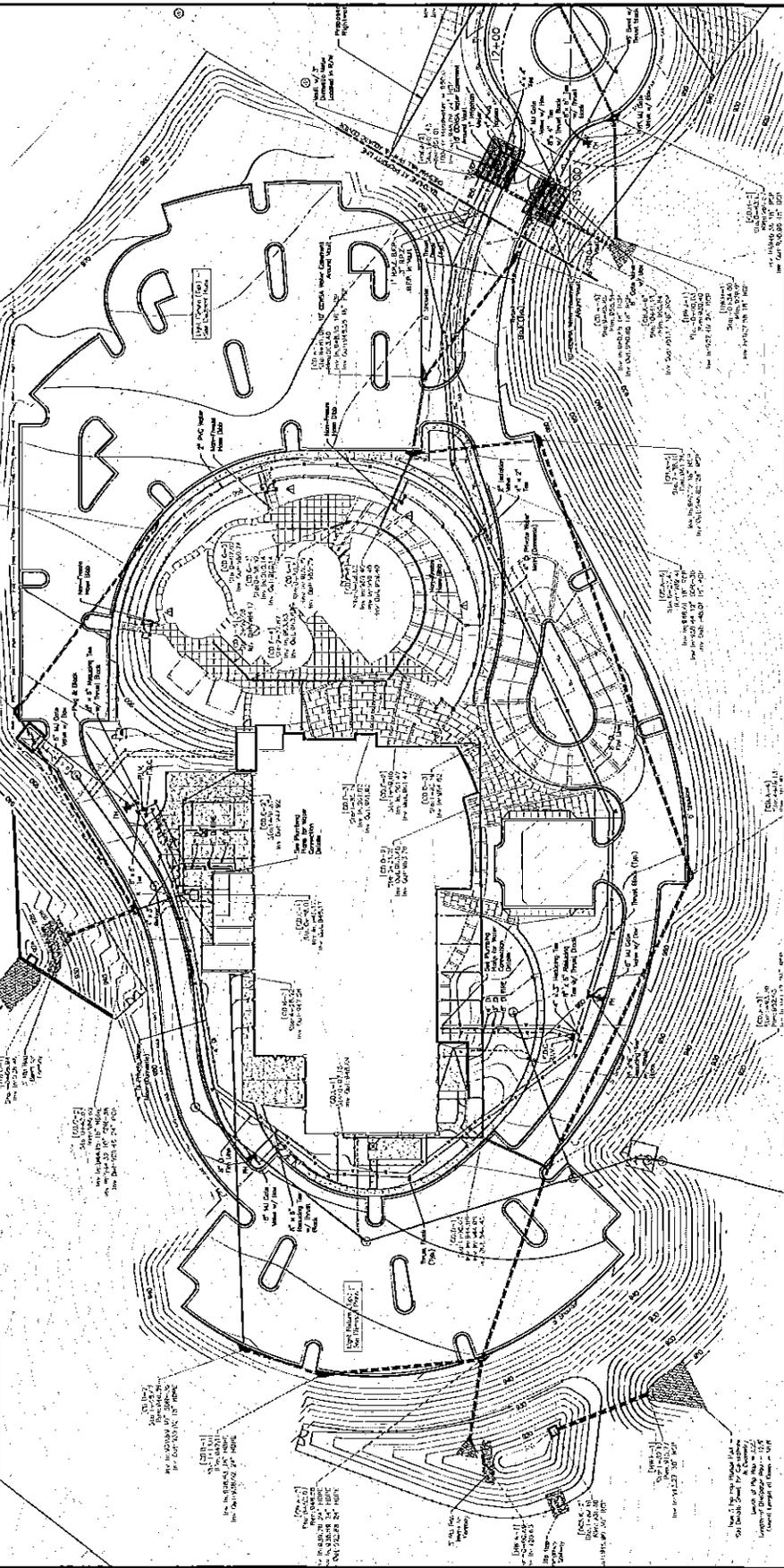
**Know what's below,  
 Call before you dig.  
 Dial 811.**

**Utilities**  
 PROTECT YOURSELF  
 PROTECT YOUR CITY

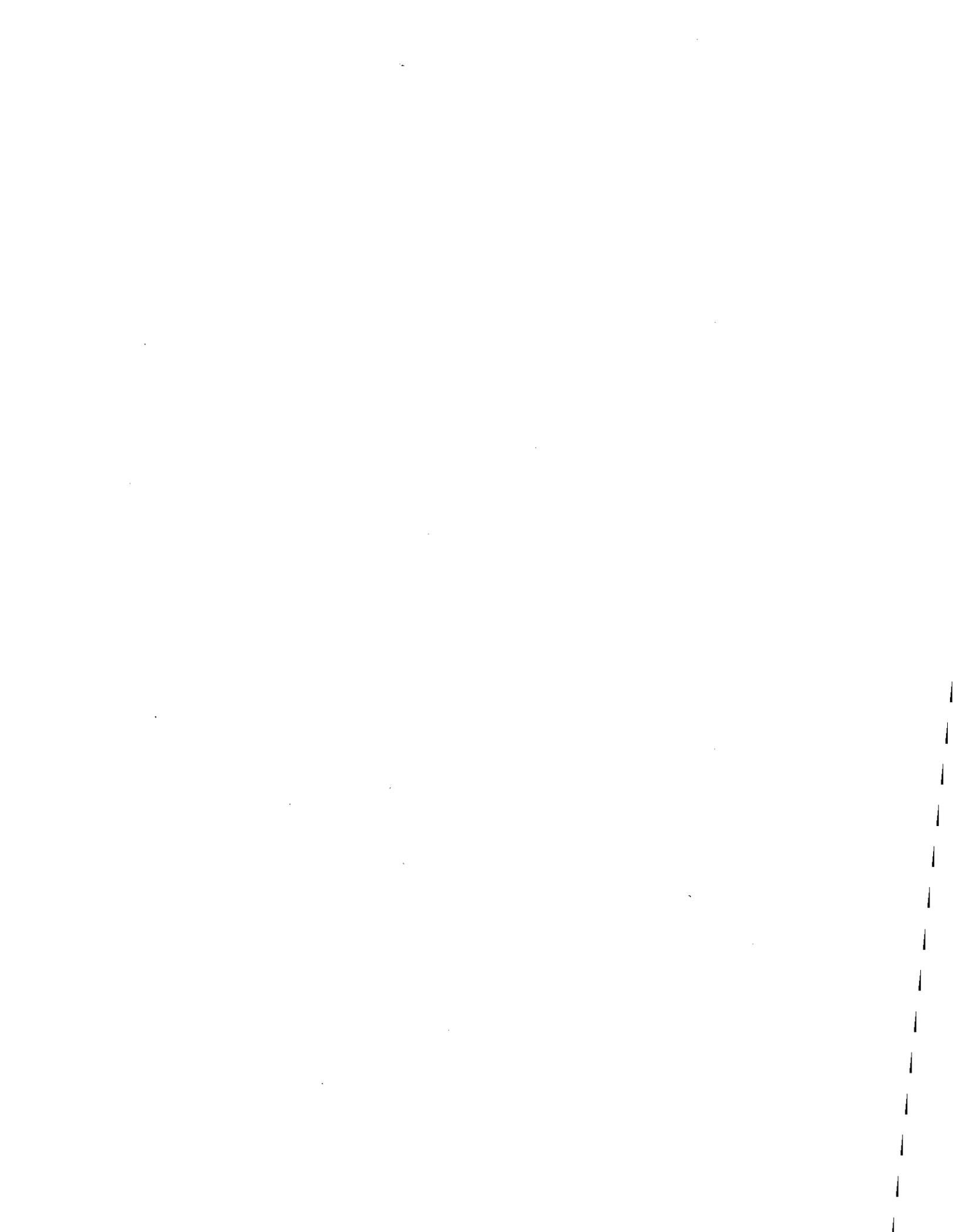


**GENERAL NOTES:**

1. All sanitary and water lines shall be installed in accordance with the Georgia State Plumbing Code (GSPC) and the Georgia State Water Code (GSWC).
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10. All sanitary and water lines shall be installed in accordance with the Georgia State Plumbing Code (GSPC) and the Georgia State Water Code (GSWC).



ISSUED FOR CONSTRUCTION



# Cherokee County, Georgia Agenda Request

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Agenda No.

2.7

**SUBJECT:** Request for purchase of a replacement  
Crewcab Service Truck for the Roads & Bridges Division

**MEETING DATE:** May 7, 2013

**SUBMITTED BY:** Geoffrey E. Morton

---

**COMMISSION ACTION REQUESTED:**

Consider request for purchase of a 2013 Ford F350 Crewcab Service Truck from Wade Ford, in the amount of \$26,779.00.

---

**FACTS AND ISSUES:**

The Roads & Bridges Division is requesting approval to purchase a 2013 Ford F350 Crewcab Service Truck to replace an existing crewcab service truck #242-187.

Three (3) bids were received on March 29, 2013. All bids met the specifications.

Recommendation is to purchase the vehicle from low bidder - Wade Ford for \$26,779.00.

---

**BUDGET:**

Budgeted Amount:	\$35,000.00	Account Name: Roads & Bridges Vehicles
Amount Encumbered:	\$ 0.00	Account #: 34216000 542200 60013
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$26,779.00	
Remaining Budget	\$ 8,221.00	

---

**ADMINISTRATIVE RECOMMENDATION:**

Approval for purchase of a 2013 Ford F350 Crewcab Service Truck from Wade Ford, in the amount of \$26,779.00.

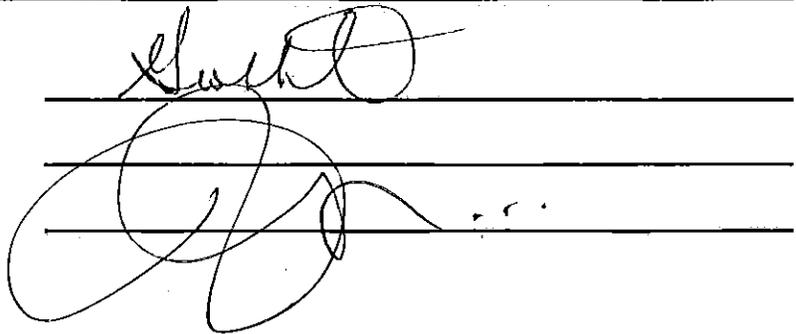
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**REVIEWED BY:**

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

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

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



**Purchase Requisition  
Purchasing Ordinance Compliance Checklist**

When to Use: For NON-CONSTRUCTIVE Purchase Orders valued Between \$1,000 and \$25,000. Attach as add file to MUNIS Purchase Requisition.

What to Complete: Section 1 (A - D) AND Complete either Section 2 A or 2 B Based on Purchase Order Value AND Section 3 ONLY IF the PO is to be Awarded to Other Than the Lowest Bidder

**Section 1 - Required For All PO's > \$1,000**

A) Purchase Requisition # \_\_\_\_\_

B) Please Issue PO to (Supplier Name): Waste Ties

C) Source of Funds:  US Federal Grant  Non-Grant Funds

D) Supplier Selection Criteria  
 Award is Being Made to the Low Bidder  
 Award is Being Made to Other Than the Low Bidder

**Section 2.A - Required For PO Values \$1,000 - \$2,500**

Verbal Quote Documentation Section

Verbal Quotes Were Received From the Suppliers Below:

		Bidder Number 1	Bidder Number 2	Bidder Number 3
Company Name:		<u>Braner</u>	<u>Hillan Vign!</u>	<u>Waste Ties</u>
Company Contact:				
Date of Quote:		<u>3-29-13</u>	<u>3-29-13</u>	<u>3-29-13</u>
Payment Terms:			<u>SWC 5-90795-BTD</u>	
Who Pays Shipping:				

Item #	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	<u>2015 Ford F350 XL</u>		<u>28,219</u>	<u>28,219</u>	<u>28,377</u>	<u>28,377</u>	<u>26,779</u>	<u>26,779</u>
2								
3								
4								
5								
6								
7								
8								
9								
10								
Total Bid Price For All Items:				<u>\$28,219</u>	<u>\$28,377</u>	<u>\$26,779</u>		

**Section 2.B - Required For PO Values \$2,500.01 - \$25,000.**

Written Quote Documentation Section

Attached Written Quotes Received From:

1	<u>Braner</u>	<u>\$28,219</u>
2	<u>Hillan Vign!</u>	<u>\$28,377</u>
3	<u>Waste Ties</u>	<u>\$26,779</u>

R. Thompson 4-16-13

**Section 3 - Required to Document Awards to Non-Low Bidder**

\_\_\_\_\_

\_\_\_\_\_

# FLEET - COMMERCIAL - GOVERNMENT SALES



"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

3-29-2013

Fax: 770-345-1998

## FLEET PROPOSAL

Mike

Cherokee County

1 each	2013 Ford F-350 XL, crew cab, long bed, 6.2L V-8 gas engine, 6 speed automatic trans, air cond., 10, 50lb. GVWR, single rear wheels, AM-FM stereo radio/clock, park steering, park ABS brakes, 40/20/40 vinyl front seat, 60/40 vinyl rear seat, rubber floor covering, full size spare tire, solar tinted glass, 8ft bed, rear step bumper, trailer wiring harness, receiver hitch, tilt steering wheel, trailer brake controller, daytime running lights, bed delete, spring pkg. for bed delete with 9ft. utility service body with rear step bumper w/ receiver hitch	
TOTAL:		\$ 28,219

Thank you

BY: Bobby Reed

TITLE: Fleet Mgr.

# ALLAN VIGIL FORD-L-M GOVERNMENT SALES

2013 Ford F-350 Regular Cab  
V8 Long Bed 4 X 2 (1 ton)

Base Price \$20,172.00

SWC #S-90795-B40

Equipment included in  
Base price

6.2L V8 Gasoline/E85 Engine  
6 Speed Automatic Transmission  
Factory A/C  
10,000 GVWR  
Single Rear Wheels  
AM-FM Radio  
Power Steering  
Power ABS Brakes  
40/20/40 Vinyl Seats  
Rubber Floor Covering  
Full Size Spare  
Solar Tinted Glass  
Long (8') bed  
Rear Step Bumper  
Trailer Wiring Harness  
Receiver Hitch (12.5k)  
Till Steering Wheel

Colors Available  
Exterior Interior

UJ Sterling Grey	Grey
F1 Vermillion Red	Grey
W6 Green Gem	Grey
N1 Blue Jeans	Grey
LQ Pale Adobe	Grey
UH Tuxedo Black	Grey
Z1 Oxford White	Grey
UX Ingot Silver	Grey

Options	Price	Code
6.7L V8 Diesel Engine	6,918.00	99P
4 X 4 Option	3,095.00	F3B
Skid Plates	88.00	41P
LT245 All-terrain Tires	310.00	TBM
Electric Shift & Hubs	168.00	213
Super Cab Long Bed	2,840.00	X30L
Super Cab Short Bed	2,618.00	X30S
Crew Cab Long Bed	3,888.00	3,888.00 W30L
Crew Cab Short Bed	3,691.00	W30S
40/20/40 Cloth Seat	278.00	1S
Cruise control	212.00	52S
Engine Block Heater	66.00	41H
Cab Steps	398.00	18B
Trailer Brake Controller	208.00	208.00 52B
Upfilter Switches (4)	110.00	66S
Daytime Running Lights	40.00	40.00 94Z
Roof Clearance Lights-SRW	49.00	59Z
AM-FM-CD	248.00	58S
Limited Slip Axle	345.00	X3H
Bed Delete	(246.00)	(246.00) 66D
Spring Pkg for Bed Delete	115.00	115.00 63R
PTO Transmission-diesel only	267.00	62R
Power Windows & Locks	790.00	90I
Pwr Win. & Locks (Crew Cab)	975.00	903
Dual Rear Wheels	1,985.00	F32
Reverse Aid Sensor	221.00	76R
XL Value Pkg (AM/FM/CD, Cruise, Chrome bumpers)	526.00	98V
Dual Alternators (Diesel Only)	343.00	67A
200 Amp. Alternator Diesel only	66.00	67D
XLT Package	5,539.00	617A
Power Driver Seat	898.00	96C
CNG/Propane Prep	278.00	98F

Options total  
Other vendor added equipment 4,150.00

Delivery 50.00

FOB Allan Vigil Ford

Delivery \$1.00 per mile, \$50 minimum

Total 28,377.00

ALLAN VIGIL FORD GOV'T SALES  
6790 Mt. Zion Blvd  
Morrow, GA 30260

Contact person Bob Burtner

Department Govt Sales

770-968-0680 Phone  
800-821-5151 Toll Free  
678-364-3910 Fax

Phone Number 678-364-3986

Fax number 678-364-3910

Prepared For:  
 Cherokee County  
 1130 Bluffs Parkway  
 Canton, Georgia

Prepared By:  
 Jack Eastland  
 Wade Ford  
 3880 South Cobb Dr.  
 Smyrna, Georgia, 30080  
 Phone: (878) 385-3452  
 Fax: (770) 433-2412



## Selected Options

2013 Ford F-350

4x2 SD Crew Cab 8' box 172" WB 8RW XL (W3A)

Vehicle Snapshot
Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Transmission: TorqShift 6-Speed Automatic w/OD Rear Axle Ratio: 3.73 GVWR: 10,500 lb Payload Package

Code	Description	Class
W3A	Base Vehicle Price (W3A)	STD
<b>Packages</b>		
610A	Order Code 610A <i>(996) Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel: Flex Fuel; (44P) Transmission: TorqShift 6-Speed Automatic w/OD: Includes SelectShift, range select and low haul feature.; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 10,500 lb Payload Package; (11K) Tires: LT245/75R17E BSW A/S (5); (64A) Wheels: 17" Argent Painted Steel: Includes painted hub covers/center ornaments.; (A) HD Vinyl 40/20/40 Split Bench Seat: Includes center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock: Includes 2 speakers.</i>	OPT
<b>Powertrain</b>		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel <i>Flex Fuel. Torque: 397 ft.lbs. @ 4170 rpm.</i>	INC
44P	Transmission: TorqShift 6-Speed Automatic w/OD <i>Includes SelectShift, range select and low haul feature.</i>	INC
X37	3.73 Axle Ratio	INC
STDGV	GVWR: 10,500 lb Payload Package	INC
<b>Wheels &amp; Tires</b>		
11K	Tires: LT245/75R17E BSW A/S (5)	INC
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	INC
<b>Seats &amp; Seat Trim</b>		
A	HD Vinyl 40/20/40 Split Bench Seat	INC

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference C:\TOS2012\03\1/2013

Prepared For:  
 Cherokee County  
 1130 Bluffs Parkway  
 Canton, Georgia

Prepared By:  
 Jack Eastland  
 Wade Ford  
 3860 South Cobb Dr.  
 Smyrna, Georgia, 30080  
 Phone: (678) 385-3452  
 Fax: (770) 433-2412



**Quotation**

**2013 Ford F-350**

4x2 SD Crew Cab 8' box 172" WB SRW XL (W3A)

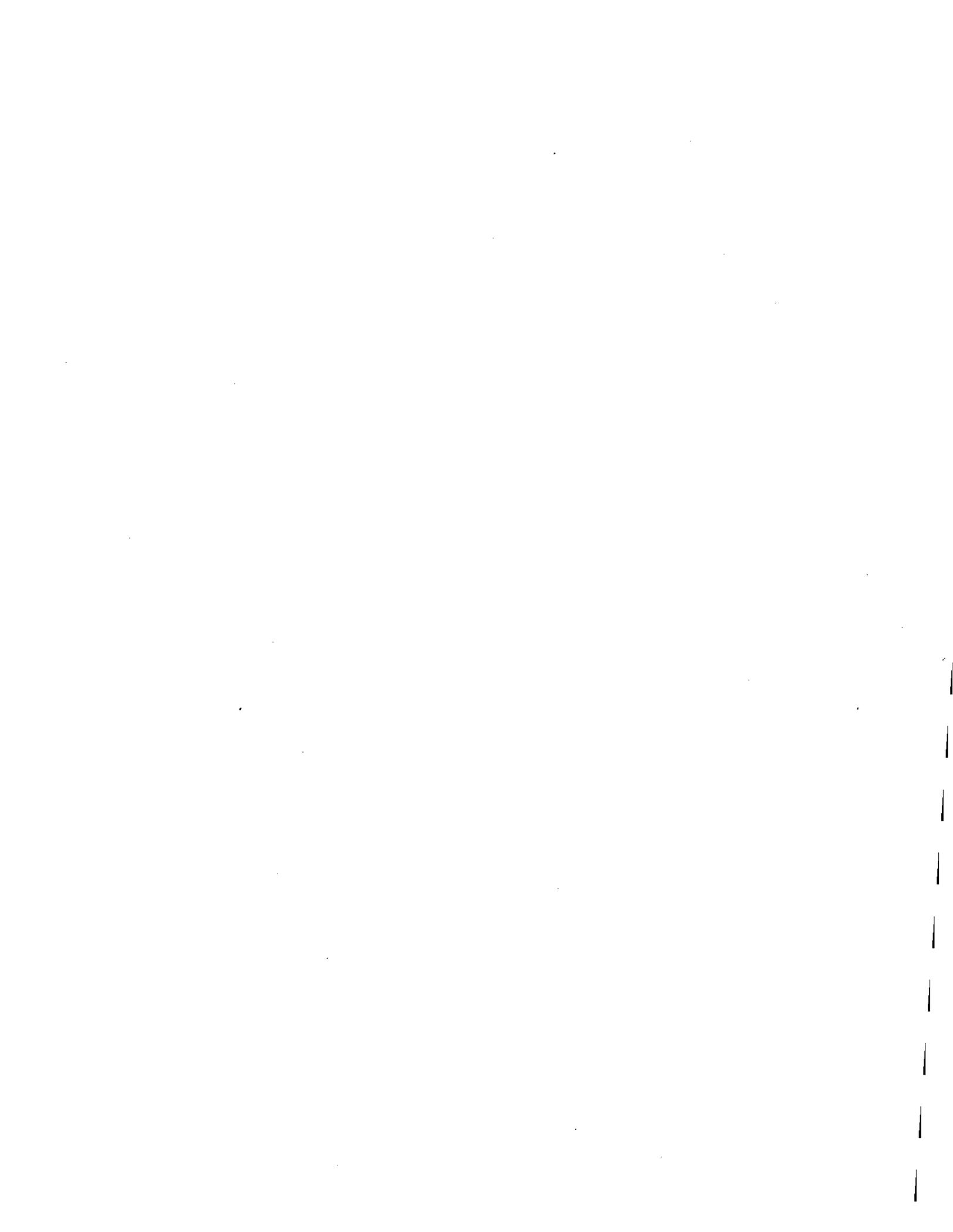
Vehicle Snapshot
<b>Engine:</b> 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel <b>Transmission:</b> TorqShift 6-Speed Automatic w/OD <b>Rear Axle Ratio:</b> 3.73 <b>GVWR:</b> 10,600 lb Payload Package

Description	Invoice
Vehicle Price (excluding option discounts)	\$36,465.11
Vehicle Subtotal	\$36,465.11
Option Credits	0.00
Other (Discount)Margin	(10,681.11)
Incentives	0.00
Total Other Items	(10,681.11)
Net Selling Price	\$25,784.00
Destination	995.00
<b>Total Quote</b>	<b>\$26,779.00</b>
<b>TOTAL</b>	<b>\$26,779.00</b>

\_\_\_\_\_  
 Customer Signature

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

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05208950.1/1/2013



# Cherokee County, Georgia Agenda Request

Agenda No.

2.8

**SUBJECT:** Subgrant Agreement between Cherokee County and the Atlanta Regional Commission For Development of a Comprehensive Transportation Plan Update

**MEETING DATE:** May 7, 2013

**SUBMITTED BY:** Geoffrey E. Morton

---

### COMMISSION ACTION REQUESTED:

Consider approval of a Subgrant Agreement between Cherokee County and the Atlanta Regional Commission for the development of a Comprehensive Transportation Plan (CTP) update.

---

### FACTS AND ISSUES:

The goal of the ARC's Comprehensive Transportation Planning (CTP) program is to update local transportation plans that are used as input into the regional transportation planning process. The key outcome of the program is identifying or reconfirming local community visions and priorities.

The CTP program will assist local governments by clearly defining jurisdiction-wide goals, needs, and priorities. While ARC typically completes needs assessments and transportation plans focusing on regional needs and solutions, a successful local transportation plan and program is also critical. It is a critical program objective that these identified priorities will form the basis for future funding requests during Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP) update cycles.

Transportation plans resulting from the CTP program will support county and city comprehensive plans and must address all Federally-mandated Planning factors as stated by MAP-21. Each county and its municipalities receiving funds through this program are expected to develop joint plans.

Cherokee County is receiving \$500,000 from the Atlanta Regional Commission to develop its Comprehensive Transportation Plan Update. The County's match is 20% or \$125,000. This project will be included in the County's 2014 SPLOST budget.

The project will be advertised for proposals from interested consulting firms during the summer. We expect to award the project in September.

---

### BUDGET:

---

### ADMINISTRATIVE RECOMMENDATION:

Approval of a Subgrant Agreement between Cherokee County and the Atlanta Regional Commission for the development of a Comprehensive Transportation Plan (CTP) update.

---

### REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

The signature for the Department Head is a cursive signature that appears to read 'Geoffrey E. Morton'. The signature for the County Attorney is a large, circular scribble. The signature for the County Manager is a cursive signature that appears to read 'Geoffrey E. Morton'.

## SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of the \_\_\_ day of \_\_\_\_\_, 2013, by and between Cherokee County, a political subdivision of the State of Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION, (hereinafter referred to as "ARC").

### WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant (hereinafter referred to as the "Grant Contract") from the United States Department of Transportation through the Georgia Department of Transportation (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies"); and

WHEREAS, the Subgrantee desires to render such services in connection with the Project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The effective date of this Agreement is \_\_\_\_\_, 2013. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before June 30, 2015.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this Agreement as set forth in Attachment "B" which is attached hereto and made part hereof.
5. Formal Communication. Formal communications regarding this Agreement shall include, but not necessarily be limited to, correspondence, progress reports and fiscal reports.

All formal communication regarding this Agreement shall be in writing between the person executing this Agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to

designate in writing to the other an agent to act in his or her behalf regarding this Agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, the ARC Executive Director hereby designates the ARC Director of Livable Communities as his agent, except for changes and terminations of this Agreement.

6. Review and Coordination. To ensure adequate assessment of the Subgrantee's Project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. Subgrantee shall be given reasonable written notice of such meetings.

7. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this Agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this Agreement shall be made available to designated representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work.

8. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the Agreement, and for at least seven years from the date of final payment under the Agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this Agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

9. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the immediately preceding twelve-month period, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this Agreement without the express prior written approval of ARC.

10. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his designated agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.

11. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the

Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this Agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.

12. Rights in Documents, Materials and Data Produced. For purposes of this Agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this Agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this Agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

13. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-contractors to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-contractors shall not use this data or software for any work not covered by this Agreement. The Subgrantee further acknowledges that upon completion of the Project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-contractor's computer systems will be removed.

14. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this Agreement shall not be presented to the governing authority of the Subgrantee, or a committee thereof, for official action by such body without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. If ARC's comments contain objections, reservations or disagreements regarding such material, the same shall accompany the material presented in such form as ARC shall specify.

15. Employees' Rate of Compensation. The rate of compensation for work performed under this Project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

16. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC

may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

17. Insurance. Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices; including, at least, Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.

18. Audits. The Subgrantee shall cause audits to be accomplished in compliance with OMB Circular A-133, as amended. Copies of all reports resulting from said audits shall be furnished to ARC no later than thirty calendar days after they are received by the Subgrantee.

19. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

20. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have an interest, direct or indirect, in this Agreement or the proceeds arising therefrom.

21. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this Agreement or to any benefits to arise herefrom.

22. Status as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

23. Approval of Subcontracts. None of the work or services to be performed under this Agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's

Executive Director or his designated agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his designated agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his designated agent, the Subgrantee shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this Agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

24. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this Agreement without the prior written approval of ARC.

25. Amendments. ARC may require changes in this Agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this Agreement. Amendments to this Agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.

26. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements, including, but not limited to, 23 CFR 450, 49 CFR 23 or 26 (as applicable), Executive Order 12372, U.S. Office of Management and Budget Circular Nos. A-21, A-87, A-122, A110 and A-133, 49 CFR 18 (The Common Rule), Federal Procurement Regulations Subpart 1-15.2, or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or Project matters, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted Project. Also, the Subgrantee gives assurance and certifies with respect to this Agreement that:

(a) It possesses legal authority to apply for this Agreement, and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

(b) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during

employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this Agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

(c) It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.

(d) It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

(e) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

(f) It will cooperate with ARC in assisting the Concerned Funding Agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

(g) It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

(h) For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision used in the accomplishment of this Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by EPA.

(i) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(j) It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR part 60).

(k) It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

## 27. Certifications.

(a) Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this Agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.

(b) Debarment and Suspension. Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.

(c) Drug-Free Workplace. Subgrantee agrees and hereby certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing this requirement through to lower tier contractors.

(d) Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Requirements at O.C.G.A. § 13-10-91.

28. Other Requirements. In addition to other requirements of this Agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, as appropriate. All such documents are hereby made part of this Agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime Agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

29. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this Agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by ARC.

30. Termination for Convenience. ARC may terminate this Agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this Agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this Agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination and accepted by ARC.

31. Termination for Cause. If through any cause, the Subgrantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, ARC shall thereupon have the right to terminate this Agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials produced under this Agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing, to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this Agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.

32. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds for carrying out the functions to which this Agreement relates do not become available, then, upon written notice to the Subgrantee, this Agreement may be immediately terminated without further obligation of ARC.

33. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this Project. Consequently, ARC reserves the same right regarding this Agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are not cancelable.

34. Unexpended Funds. Upon termination of this Agreement for any reason, the Subgrantee shall immediately refund to ARC any balance of unearned or unobligated (unencumbered) cash advanced to the Subgrantee under this Agreement.

35. Applicable Law. This Agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this Agreement as of the day first above written.

CHEROKEE COUNTY

ATTEST:

\_\_\_\_\_

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

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

ATTEST:

ATLANTA REGIONAL COMMISSION

\_\_\_\_\_  
ARC Assistant Secretary

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

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

## ATTACHMENT A

### CHEROKEE COUNTY COMPREHENSIVE TRANSPORTATION PLAN UPDATE

#### SCOPE OF WORK

**I. General:** The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) Cost Center:

Cost Center 206ECP County Transportation Planning

**II. Area Covered:** The area of study for the plan development is defined, but not limited to, the Cherokee County jurisdictional boundary, including the municipalities, and an area three to five miles outside the boundary into adjacent counties to promote coordinated long-range transportation planning efforts.

**III. Goal:** The program goal is to update local transportation plans that are used as input into the regional transportation planning process. The key outcome of the program is identifying or reconfirming local community visions and priorities. Coordination with the regional transportation planning process and regional development plan policies, and consideration of the Department of Community Affairs's (DCA) minimum standards will help ensure jurisdictions develop plans that meet regional goals and are based on sound technical analysis.

**IV. Background:** The Comprehensive Transportation Planning (CTP) Program will assist local governments by clearly defining jurisdiction-wide goals, needs, and priorities. While ARC typically completes needs assessments and transportation plans focusing on regional needs and solutions, a successful local transportation plan and program is also critical. Local transportation plans are a key mechanism in which governments define programs and projects they are prepared to support and assist in funding. It is a critical program objective that these identified priorities will form the basis for future funding requests during Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP) update cycles. No RTP can be successfully implemented without local support for plan goals, programs, and projects.

Transportation plans resulting from the CTP Program will support county and city comprehensive plans and must address all Federally-mandated Planning factors as stated by MAP-21. Each county and its municipalities receiving funds through this program are expected to develop joint plans.

Each CTP will also address connections between land use and transportation, giving explicit consideration to the ability of recommendations to support local plans and the regional vision, including the Unified Growth Policy Map (UGPM). Land use linkages and access management will be examined and considered in CTP recommendations. Supportive land use policies and actions will be a critical element of a completed CTP.

Federal, with a minimum 20% local match, provides the resources to implement the program. A maximum federal funding level is established for each jurisdiction using ARC's most recent population estimates.

All work tasks refer to the development or update of a Comprehensive Transportation Plan. If a CTP is developed or updated as part of a broader local comprehensive plan, program funding shall only be spent on the transportation planning component.

#### **V. Work Tasks:**

This scope of work is the minimum requirement the Subgrantee must fulfill to receive funding from ARC. The Subgrantee may include additional or more detailed tasks in their contract with their consultants based on individual needs.

Comprehensive progress reports detailing progress on each task will be submitted to ARC with each invoice. The project sponsor will present deliverables to ARC for comment, involve ARC in relevant stakeholder and technical committee meetings, and notify ARC of key public outreach activities.

#### **Task 1: Project Management Plan, Evaluation and Confirmation of Vision, Goals, Objectives, and Stakeholder and Public Involvement Plan**

The goal of this task is to prepare a detailed Project Management Plan, examine and reconfirm the CTP's vision, goals, objectives previously identified with an associated Stakeholder/Public Involvement Plan, before commencement of major project work activities.

A Project Management Plan shall be developed indicating dates for work task milestones and key decision-making points. The CTP's vision, goals, objectives, and investment strategies will be reevaluated at the onset of the planning process to confirm their appropriateness within the present context. Stakeholder and public involvement will be defined in an associated Stakeholder and Public Involvement Plan that details interactions with entities such as federal, state and local governments, transit agencies, development community representatives, and the public. Sponsors must hold a minimum of one public meeting following the release of draft Needs Assessment Report and one public meeting following the release of the draft Recommendations Document. Additional public involvement is encouraged and may include public workshops, additional public hearings, citizen surveys, stakeholder committees, web sites, or other methods of soliciting community input. Representatives of regional planning commissions and state transportation agencies will be invited to participate at public meetings and other outreach efforts as appropriate. Stakeholder advisory and resource roles will be identified at the beginning of the planning process. The Stakeholder and Public Involvement Plan will be guided by ARC's Transportation Public Participation Plan.

##### **A. Project Management Plan**

- B. Stakeholder and Public Involvement Plan: Sponsor will develop at minimum an outline of their public outreach process and a list of involved stakeholders on their technical committee, and will forward that to ARC before outreach is initiated.
- C. Community Engagement Network: The Community Engagement Network ensures that public outreach activities do not conflict, and coordinate when possible. It will be expected that ARC is given a calendar of all public outreach activities a month prior to the scheduling of meetings for Community Engagement Network review. It will be recommended that the county is also an active member of the Community Engagement Network.
- D. Technical Committee: ARC will be an active member of this committee. GDOT, GRTA, County/Cities, and any Transit Operators should also sit on this committee along with other key stakeholders.
- E. Public Meetings: ARC will be notified of all public outreach activities. Handouts and publications should be given to the technical committee before those materials go to public. ARC will not be expected to attend all public meetings, but will try to attend one each round of involvement if possible.
- F. Summary of Public Outreach Activities.

*Deliverable: Project Management Plan (draft and final); Plan Vision, Goals, Objectives and Investment Strategies (draft and final); and a Stakeholder and Public Involvement Plan (draft and final).*

## **Task 2: Inventory of Existing Conditions**

With the previously completed CTP serving as a foundation, an update to the CTP's inventory will be conducted of the transportation network and its level of service including existing conditions and recent historical trends; specifically targeting problem areas and corridors. The inventory shall include at a minimum all significant:

- A. Streets, Roads and Highways
- B. Bridge Inventory and Conditions
- C. Freight Corridors and Centers
- D. Bicycle and Pedestrian Facilities
- E. Parking Facilities (near/limited to corridors with large retail, institutional, public)
- F. Public Transportation and Human Services Transportation
- G. Airports
- H. Development Policies as they relate to the transportation system
- I. Projects and Policies recommended by previous plans and LCI studies
- J. Major employment and retail centers
- K. Transportation Demand Management Policies and Programs
- L. County and Municipal transportation funding
- M. Regional Thoroughfare Intelligent Transportation Systems (ITS) and signalization inventory

All inventoried items, as appropriate, must be mapped digitally and converted to a standard shapefile (.shp) for future use. Adequate data will be collected to allow a thorough assessment that identifies and addresses potential issues and solutions. Data collected may include (and is not limited to) location, facility type (i.e. functional classification), conditions, accident data, average daily travel volumes, origin/destination data, traffic counts including turning movements and TIP/RTP programs and projects.

The inventory of Streets, Roads and Highways will include current and planned ITS elements and signal systems that are along or could be added to the ARC Regional Thoroughfare Network (RTN): Intersection configurations of signalized intersections, Communication between signals, CCTV, Video Detection, CMS locations and conditions. Analysis will compare the baseline conditions and other analyses completed for Task 3 to identify needed intersection signalization and other ITS Enhancements to address both existing and projected deficiencies.

The inventory of freight will include an identification and assessment of existing problems and needs of moving freight in the county and the identification of freight attractors and generator facilities. The Atlanta Regional Freight Mobility Plan and Atlanta Strategic Truck Route Master Plan (ASTRoMaP) shall serve as the foundation for this work, as well as other relevant studies such as the GDOT Statewide Freight and Logistics Plan. Freight related improvement areas will also be identified through discussion with stakeholders. Planning level construction and operational deficiencies with regards to lane widths and turning radii at key intersections along designated truck routes will be included.

The inventory of bicycle and pedestrian facilities will include the countywide identification of any pedestrian facilities and include data from existing Livable Centers Initiative Studies, corridor studies, or other relevant studies. The inventory will include existing facilities that will need to be brought into future compliance with Americans with Disabilities Act (ADA) requirements for transportation facilities. Existing and planned bike lanes, sidepaths, multi-use trails, and signed bicycle routes will also be identified. Attention will be given to providing better bicycle and pedestrian connectivity to schools, activity centers/LCI areas, and recreational areas. Tools for assessing bicycle accommodation on roadways may include (but is not limited to) bicycle suitability rating and the Bicycle Level of Service model. The 2007 Atlanta Region Bicycle Transportation and Pedestrian Walkways Plan shall serve as the foundation for this work, as well as the prior CTP.

The inventory of projects and policies recommended by recent plans is intended to help avoid duplicating or conflicting with ongoing or recently completed planning efforts in the study area. The subgrantee shall coordinate with the Technical Committee to ensure applicable recent plans are included in this inventory.

The inventory of public transportation and services, if applicable, must include existing public transit routes and service areas, number of vehicles, ridership, vehicles miles traveled (VMT), service frequency, existing rights-of-way, major public transit trip generators and attractors and major public transit intermodal terminals and facilities, transit terminals and

transfer stations. Access to these facilities for automobiles, bicyclists and pedestrians must also be considered.

In addition to data on transportation facilities and policies, Task 2 will include an assessment of how the County and its municipalities currently fund transportation. This will also incorporate transportation funding trends at the state and federal levels.

ARC has made the following data available to project sponsors for use:

- Project Compilation Database
- Modeling Data
- GIS Shapefiles
- Forecasts
- ARC-Sponsored Studies

*Deliverable: Inventory of Existing Conditions Report (draft and final).*

### **Task 3: Assessment of Current and Future Needs**

Transportation facilities will be assessed to determine if current levels of service and conditions are adequate to meet community needs. Future needs will be determined based on the capacity of existing facilities and services to meet forecast demands, or if improvements are needed to accommodate growth and protect natural and cultural resources.

The needs assessment will assess forecasts for population and employment growth, and the goals identified in other local comprehensive planning elements including future land use maps will be considered. The analysis will address the need to improve or utilize transportation facilities during the planning period in a way that will preserve the existing system, provide a safe and efficient transportation network, and enhance mobility and accessibility. Steps to eliminate, shorten trips, or increase reliability through Transportation Demand Management (TDM) techniques, land use policy, and access management must also be considered as a preferred alternative to expanding facilities. The needs assessment will also focus on alternatives to improve operations along the RTN and identify needed ITS and signalization strategies.

Building off the inventory of local transportation funding in Task 2, the needs assessment will also determine whether current transportation funding methods are adequate for both current and future needs and identify any current or future funding needs and opportunities.

Particular attention may be given to specific geographic areas, transportation corridors, modes, solutions (i.e. operational improvements vs. additional capacity), issues or other areas, such as crash hot spots, identified by the counties during development of the Plan.

Transportation facilities will be assessed at approximately 5 to 10-year intervals (2018, 2030 and 2040) over a 30-year planning horizon on:

- A. Existing Transportation System Levels of Service and System Needs (Design and Operating Capacities, Level of Service, ADT and/or peak hour vehicle trip, existing modal split)
- B. Existing Public Transit Facilities Needs
- C. Availability and Adequacy of Transportation Facilities and Services to Serve Existing and Future Land Uses
- D. Projected Overall Transportation System Levels of Service and System Needs

The assessment must also determine whether or not mobility needs of people and goods can be accommodated on alternative modes of transportation. The assessment of transit facility needs will also relate to trends in commuter travel, for example, including the forecasted needs of an aging population. Growth trends and travel patterns, including the interaction between land use and transportation, must be reviewed. The assessment shall provide an analysis of needs relative to the County's existing Comprehensive Plan character area map or local future land use map/future development map and the region's Unified Growth Policy Map. The analysis of needs and deficiencies must also include (if applicable) intermodal terminals and connections, high occupancy vehicle lanes, park-and-ride lots, pedestrian connections and other facilities. Finally, the assessment should consider the system's adequacy in the event of a natural disaster (using at least one evacuation scenario to be determined)

The ARC travel demand model and population and employment forecast will be used. Any deviations from the ARC forecast data must be noted. At least one scenario must be based on ARC forecasts. All elements of ARC's travel demand model are designed to support all technical and policy decisions that are required in developing a comprehensive, multimodal transportation plan. While modeling data is an important tool used for understanding future needs, ARC recognizes that it is just one of many used for that purpose. The goals identified in other local comprehensive planning elements including future land use maps will be also be considered.

A report will be prepared detailing the inventory, needs, issues, and opportunities. The report shall be submitted to ARC for review and comment before commencing work on Task 4. This report will be presented to the public and stakeholder groups. Stakeholder and public participants shall be provided the opportunity to comment and participate during the preparation of the Needs Assessment Report.

*Deliverable: Needs Assessment Report (draft and final).*

#### **Task 4: Recommendations**

Recommendations will be determined and prioritized based on a project selection methodology that relates to the CTP's identified vision, goals, objectives, and needs. The CTP shall include investment options within which strategies are developed to ensure the justification of projects and the relationship of recommendations to identified needs.

A cost-benefit analysis shall be performed consistent with the regional methodology used in the PLAN 2040 RTP. The starting point of the analysis shall be based on output from the ARC Regional Travel Demand Model. However, Model results of this analysis are intended as one of many inputs into the development of recommendations and prioritization of projects. The results of this analysis will be used as input into the development of recommendations and prioritization of projects.

Recommendations must include at a minimum:

- A financially unconstrained aspirations plan of transportation projects, prioritized by mode.
  - Project details should include a summary of all modes to be addressed on the corridor, termini, cost, and an implementation plan.
  - Project detail or concepts should be depicted in a map book for the jurisdiction.
- An Access management plan policy (update) and implementation strategies.
- Strategies to incorporate Transportation Demand Management
- Strategies to incorporate ITS and signalization improvements to assist in monitoring the RTN corridor performance.
- Land use policy recommendations and development strategies.
  - A list and a map of major problem areas and corridors that will be targeted for new or re-development to support short and long-range transportation strategies must also be included. (Note: These recommendations should be supported by the County's Comprehensive Plan
- A detailed financial analysis based on the financial inventory and needs assessment will be completed which will include realistic projections of future transportation funding at local, state, and federal levels. This analysis along with project costs and prioritization will be used to create a short term (5 years, 2018), midterm (10-15 years, 2030), and long range (2040) work program for all modes of travel, including roadway, transit, pedestrian, and bicycle
- A 5-year action plan for land use and transportation recommendations. In addition 20-year land use and transportation policies plan which may include commuting alternates, telecommuting, and other technology based initiatives.
- A process for monitoring program implementation progress.

Inputs into project selection and prioritization will include, but not be limited to; the plan's identified goals, needs, and opportunities, a benefit-cost analysis consistent with the PLAN 2040 RTP, Travel Demand Model results, context sensitivity and feasibility. Other key elements include the identification of steps to implement the CTP such as future SPLOSTs, consensus building activities, and policy change recommendations. Project listings and maps will be developed, as appropriate. Recommendations shall be developed in a consultative environment involving the public and key stakeholders. Recommendations shall be presented to the public and ARC for review and comment prior to final documentation.

*Deliverable: Recommendations Report (draft and final)*

## **Task 5: Final Documentation**

Information collected and developed as part of Tasks 1, 2, 3 and 4 will be compiled into draft and final documents. Key stakeholders at the local, regional and state level will provide advisory comments on the project documents. As a final product, the project sponsor must provide two hard copies of the CTP, an electronic copy of the CTP, and a copy of any adopting resolution to ARC.

### Final Deliverables:

- A. Stakeholder and Public Involvement Plan
- B. Executive Summary on Inventory and Needs Assessment
- C. A 5-year constrained project action plan. The action plan will have transportation projects and land use strategies ranked by priority with funding sources included. The sources include local, state and federal funds (must show local matching). The action plan must also include a list of actions that must take place to move a project forward including land use and transportation policy changes, consensus building activities, SPLOSTS, etc. A form to input this data will be provided by ARC. This list must be provided in Microsoft Excel and ESRI Shapefile (.shp) format.
- D. A financially unconstrained project listing by project type, ranked by priority including projects that are underway, short range (2018), and mid-long range (20-year, 2030). Potential funding sources should also be identified. This list must be provided in Microsoft Excel and ESRI Shapefile (.shp) format.
- E. Final Document and Supporting Documentation including modeling data, Congestion Management Process (CMP) Reports.
- F. GIS shapefiles (must conform to ARC data standards)
- G. Summary of Public Outreach Activities
- H. All documents should be sent directly to the ARC County Comprehensive Transportation Plan program manager. Final copies should be forwarded in hard copy and electronic format.

Final plan recommendations shall be presented to the applicable governing body for approval.

*Deliverable: Final Comprehensive Transportation Plan Report (draft and final)*

## **SCHEDULE**

Comprehensive plan updates, depending on the size of the jurisdiction, generally take 12-18 months to complete, including the participation and review by local elected officials. The main scheduling consideration within this program is to ensure coordination with project sponsors to develop deadlines for project deliverables in order to meet deadlines for project calls in future Transportation Improvement Programs (TIP) and Regional Transportation Plans (RTP).

## ATTACHMENT B

### Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in "Attachment A") is \$625,000. ARC's compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$500,000. All costs in excess of \$500,000 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, "Budget Estimate", which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10<sup>th</sup> of the following month. Any work for which reimbursement is requested may be disallowed at ARC's discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee's monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee's final invoice and summary document must be received by ARC no later than ten days after the project completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$500,000 and that the Subgrantee expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, ARC's Director hereby designates ARC's Director of Comprehensive Planning, as his agent ("Cognizant Department Director") for purposes of this contract only, except for executing amendments hereto.

**EXHIBIT B-1**

**Budget Estimate**

Task 1 – Project Management, Vision, Goals & Objectives and Stakeholder Inv. Plans	\$ 80,000
Task 2 – Inventory of Existing Conditions	\$160,000
Task 3 – Assessment of Current and Future Needs	\$195,000
Task 4 – Draft Recommendations	\$100,000
Task 5 – Final Documentation	<u>\$ 90,000</u>
<b>Total Cost</b>	<b>\$625,000</b>

ARC Share (80%)	\$500,000
Local Share (20%)	<u>\$125,000</u>
Total	\$625,000

\* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Cognizant Department Director.

**Cherokee County, Georgia  
Agenda Request**

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SUBJECT: Waleska IGA

MEETING DATE: May 7, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

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COMMISSION ACTION REQUESTED:

Consider initial 12-month Intergovernmental Agreement (IGA) between the City of Waleska and Cherokee County for the county to administer and enforce Building and Construction Codes, Code Enforcement, Land Use, Fire Protection Codes, and Court Services (Magistrate).

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FACTS AND ISSUES:

The City of Waleska is interested in Cherokee County administering and enforcing building and construction code, code enforcement (property maintenance, alcohol), land use (DSC, zoning, land development, storm water, and soil erosion and sedimentation control), fire protection codes, and court services (Magistrate) for enforcement of said ordinances, codes and regulations.

The City of Waleska will pay the County \$11,000 annually, and the County is entitled to collect and retain any and all fees, fines, interest earned, revenues and any other funds collected by the County in the administration and enforcement of the services provided by the County, with the sole exception of the application fees related to the City's alcohol ordinance.

The Intergovernmental Agreement has been reviewed and is acceptable to both the City and County Attorney.

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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.

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ADMINISTRATIVE RECOMMENDATION:

Approve 1-year Intergovernmental Agreement (IGA) between the City of Waleska and Cherokee County.

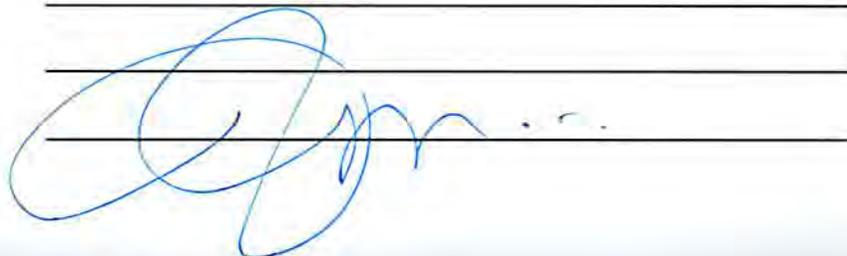
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REVIEWED BY:

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

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

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



**MUNICIPAL SERVICES AGREEMENT**  
**Between**  
**CHEROKEE COUNTY AND CITY OF WALESKA**

**WHEREAS**, City of Waleska (hereafter referred to as “the City”) is desirous of procuring certain services from Cherokee County (hereafter referred to as “the County”) and

**WHEREAS**, the County is willing to perform such services on the terms and conditions hereinafter set forth; and

**WHEREAS**, both parties hereto are authorized to enter into this Municipal Services Agreement (“the Agreement”); and

**NOW, THEREFORE**, it is agreed as follows:

**Section 1: SCOPE OF SERVICES**

1.1. Building and Construction Code Administration. The County agrees, through its Community Development Agency (the “CDA”), to perform within the city limits of Waleska all functions performed by the CDA, as necessary in the sole discretion of the County. The County may do additional work related to inspection of buildings and structures, when requested to do so in writing by the City. At a minimum, the services provided shall be to administer, inspect for compliance, and enforce the codes identified herein as adopted by the Waleska Mayor and City Council and as amended during the term of this Agreement, if such amendments are provided in writing to the County.

1.2. Code Enforcement Services. The County agrees, through its code enforcement services in the County Marshal’s Office, to perform within the city limits of Waleska all functions performed by the Marshal’s Office, as necessary in the sole discretion of the County. The County may do additional work related to inspection of code violations when requested to do so, in writing, by the City. At a minimum, the services provided shall be to administer, inspect for compliance, and enforce codes as adopted by the Waleska Mayor and City Council and as amended during the term of this Agreement, if such amendments are provided in writing to the County, including but not necessarily limited to:

- (a) Property Maintenance Ordinance
  - (i) In addition to any other compensation obligations herein, the City will reimburse the County, within 90 days of invoice and demand therefor by the County, all of the legal expenses, including attorneys’ fees, associated with enforcement of the City’s Property Maintenance Ordinance.
- (b) Alcohol Ordinance
  - (i) Notwithstanding any provision of this Agreement to the contrary, the City will administer all portions of the City’s Alcohol Ordinance, including retaining the application fees related to the same.
  - (ii) The County’s obligation with regard to the City’s Alcohol Ordinance shall be limited to running fingerprint/background checks required under the Ordinance and enforcement of the ordinance.
  - (iii) In addition to any other compensation obligations herein, the City will reimburse the County, within 90 days of invoice and demand therefor by the County, all of the expenses

associated with prosecution of criminal violations of the Alcohol Ordinance, including attorneys' fees.

1.3. Land Use Regulation Services. The County agrees, through its Planning and Zoning Department, Development Service Center, and Public Works Agency, to perform within the city limits of Waleska all functions performed by said agencies, as necessary in the sole discretion of the County. The County may do additional work related to the administration of land use regulations when requested to do so, in writing, by the City. At a minimum, the services provided shall be to administer, inspect for compliance, and enforce the following ordinances and regulations upon adoption by the Waleska Mayor and City Council and as amended during the term of this Agreement, if such amendments are provided in writing to the County:

- (a) Zoning ordinance.
- (b) Land subdivision and land development regulations.
- (c) Flood hazard prevention regulations.
- (d) Storm Water Management and enforcement.
- (e) Soil erosion and sedimentation control ordinance.

In addition to any other compensation obligations herein, the City will reimburse the County, within 90 days of invoice and demand therefor by the County, all of the legal expenses, including attorneys' fees, associated with enforcement of the above-listed ordinances.

1.4. Fire Protection Services. The County agrees, through its Fire & Emergency Services Agency – Life Safety Division (County Fire Marshal), to perform within the city limits of Waleska all functions performed by said division, as necessary in the sole discretion of the County. A separate automatic aid agreement will be necessary for the County to provide other fire and At a minimum, the services provided shall be to administer, inspect for compliance, and enforce the following ordinances and regulations upon adoption by the Waleska Mayor and City Council and as amended during the term of this Agreement, if such amendments are provided in writing to the County:

- (a) Fire Protective Codes

In addition to any other compensation obligations herein, the City will reimburse the County, within 90 days of invoice and demand therefor by the County, all of the legal expenses, including attorneys' fees, associated with enforcement of the Fire Protective Codes that exceed any fines and fees collected as a result of the prosecution of criminal violations of the Fire Protective Codes.

1.5. Municipal Court Services. In accordance with O.C.G.A. § 15-10-150, et seq., the County agrees to furnish municipal court services to the City through the officers, employees, and facilities of the Cherokee County Magistrate Court. The County may do additional work related to municipal court services when requested to do so, in writing, by the City. This Section 1.5 of the Agreement shall not be effective unless and until the chief magistrate has expressed his approval of this Agreement by his signature hereunder. This Section 1.5 of the Agreement shall not extend beyond the term of the currently sitting chief magistrate, but shall be subject to termination thirty (30) days notice by any newly elected chief magistrate upon taking office, notwithstanding Section 9 that otherwise provides for termination of the entire Agreement by either the City or the County.

**Section 2: DESCRIPTION OF SPECIFIC SERVICES**

In connection with the above-outlined scope of services, the County shall perform the following specific services.

- (a) Administrative application processing. Consult with applicants, as necessary in the sole discretion of the County; receive applications; review applications for completeness and compliance with regulations; collect fees for applications; notify applicants of disposition.
- (b) Discretionary applications. Forward applications involving discretionary approval by a board, commission, or agency (e.g., governing body, planning commission, board of appeals, building board of appeals, etc.) to said boards, commissions, or agencies with jurisdiction, as appropriate with findings, comments and/or recommendation to boards, commissions, or agencies; attend meetings of said boards, commissions, or agencies with jurisdiction to present findings, comments and/or recommendations; notify applicants of disposition.
- (c) File maintenance. Keep and maintain official files for all applications processed under the terms of this Agreement. Process open records requests associated with any such files, for which the County will be entitled to retain all costs collected with respect to compliance for such requests, and the City will reimburse the County within 90 days of invoice and demand therefor by the County, all of the legal expenses, including attorneys' fees, associated with enforcement of the above-listed services. This includes the updating of any maps, such as a Waleska Zoning Map, upon the specific written request of the City.
- (d) Field work. Inspect buildings, properties, and sites as necessary in the sole discretion of the County in connection with services.
- (e) Enforcement. Prepare evidence necessary in the prosecution under codes and ordinances. Attend court or other enforcement proceedings and administer or assist with proceedings; notify violators of disposition.
- (f) Other. Other services necessarily required in connection with the performance of these tasks as determined in the sole discretion of the County.

**Section 3: AUTHORIZATIONS**

- (a) The County shall have all the powers and duties of the Planning & Zoning Director, Building Official, and Code Enforcement Officers of the City as provided in adopted codes and regulations.
- (b) The County shall be authorized to collect application and permit fees as established by the Waleska Mayor and City Council as adopted by Resolution, which fees shall be no less than the established fees set by Cherokee County. The County shall be authorized to collect and retain any fines levied by a court of law as a result of enforcement activities in connection with the services provided. Any such fees or fines collected by the County shall be deposited in accounts of the County.

**Section 4: OBLIGATIONS OF THE CITY**

The City agrees to provide the following to the County.

- (a) All maps, ordinances and codes to be administered and enforced, including incidental application forms, maps, administrative guides, and so forth.
- (b) Allow the County to use County Development Services Center (DSC) staff, equipment, facilities and processes in the course of fulfilling its obligations under this Agreement.

- (c) The City agrees to reimburse the County in the amount of \$11,000 annually, paid in monthly installments of \$917.06 for eleven months and then a payment of \$905.63 in the twelfth month, due on the 15th each month.
- (d) In addition to the \$11,000 annual payment, the County shall be entitled to collect and retain any and all fees, fines, interest earned, revenues and any other funds collected by the County in the administration and enforcement of the services provided for herein, with the sole exception of the application fees related to the City's Alcohol Ordinance as stated in Section 1.2 (b)(i).

**Section 5: OBLIGATIONS OF THE COUNTY**

In addition to the services described elsewhere in this Agreement, the County agrees to account for revenues and expenditures using generally accepted accounting principles, and to submit copies of said accounting records for review by an independent auditor at the City's request and expense.

**Section 6: INDEPENDENT STATUS**

Under no circumstances shall the County, its appointed and elected officials, representatives, employees, associates, subcontractors, successors or assigns (collectively referred to as the "County Parties") be deemed employees, agents, partners, successors, assigns, or legal representatives of the City, except as specifically required herein.

**Section 7: RENEGOTIATIONS**

If any action is taken or request made by the City that materially increases the cost to the County of providing the services required under this Agreement, the City and the County agree to negotiate in good faith the amount of additional compensation that will be paid by the City as a result of said increase in cost.

**Section 8: EFFECTIVE DATE**

This Agreement shall become effective on \_\_\_\_\_, 2013 and shall continue in full force and effect until \_\_\_\_\_, 2014. Unless terminated as provided for herein, this Agreement shall be automatically renewed from year to year for successive one-year periods thereafter for up to four (4) additional one-year periods.

**Section 9: TERMINATION**

This Agreement may be terminated at the end of any term thereof by the County or the City by giving a written notification of such intention to terminate to the other party at least forty-five (45) days before the expiration of the initial period or any succeeding one-year period. Should either the City or the County be in default hereunder, the non-defaulting party shall give written notice of such default; and should such default not be corrected within thirty (30) days after the mailing of notice thereof, this Agreement may be terminated by the non-defaulting party by giving written notice thereof. A newly elected chief magistrate shall have a right of termination of Section 1.5 relating solely to municipal court services as provided in Section 1.5.

**Section 10: INSURANCE**

(1) Requirements:

The City shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services contemplated under this Agreement by the County and the County Parties. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

The City shall maintain the following insurance policies with limits no less than:

Comprehensive General Liability of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County in writing.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability.

- (i) The City's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the City's insurance and shall not contribute with it.
- (ii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided under this Agreement.
- (iii) Coverage shall state that the City's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (iv) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (v) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the County for the City.

(b) All Coverages.

- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- (ii) Policies shall have concurrent starting and ending dates.

(5) Verification of Coverage:

The City shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Agreement prior to the start of work. The certificate of insurance and endorsements shall be on a form utilized by the City's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The City shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(6) Claims-Made Policies:

The City shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

**Section 11: GENERAL PROVISIONS**

- (a) This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of this state.
- (b) This Agreement expresses the entire understanding of the parties and all agreements between the parties hereto with respect to the matters set forth herein.
- (c) All agreements, covenants, certifications, representations, and warranties of the parties hereunder in connection with this transaction contemplated hereby shall survive the execution and delivery hereof regardless of any investigation and other action taken by the other person relying thereon.
- (d) This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.
- (e) This Agreement may be amended, supplemented or otherwise modified solely by a document in writing, duly executed and delivered by the City and the County. No waiver, release or similar modification of this Agreement shall be established by conduct, custom or course of dealings, but solely by a document in writing duly executed and delivered by a duly authorized official of the City and/or the County.
- (f) Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, or other communication hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one (1) business day after being sent by a reputable overnight registered delivery service, charges prepaid, or three (3) business days after being mailed if mailed by certified mail/return receipt requested and postage prepaid to the City and/or the County at the addresses shown below and at such other addresses as may be furnished by the City and the County in writing from time to time.

**Mayor, City of Waleska  
889 Fincher Road  
Waleska, Georgia 30183**

**City Manager, City of Waleska  
889 Fincher Road  
Waleska, Georgia 30183**

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

**County Manager, Cherokee County  
1130 Bluffs Parkway  
Canton, Georgia 30114**

- (g) This Agreement is made and entered into by the authority prescribed by the Georgia Constitution, Article IX, Section III, Paragraph I.
- (h) The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party.
- (i) Each of the individuals who executes this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective party. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.
- (j) This Agreement 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.
- (k) The brief capitalized and/or underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.
- (l) No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.
- (m) Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
- (n) The obligations of this paragraph (n) shall be binding on the parties only to the extent allowed by law, if at all, and to the extent covered by the City's insurance. The City covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The City shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. The City shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees

and costs of defense, (hereinafter "Liabilities") arising out of the services rendered in connection with this Agreement, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

IN WITNESS HEREOF, the parties hereto have set their hands and seals.

CHEROKEE COUNTY

ATTEST:

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

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

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

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

CITY OF WALESKA

ATTEST:

\_\_\_\_\_  
Doris Jones, Mayor

\_\_\_\_\_  
Aimee Abernathy, City Clerk

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

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

Approved:

\_\_\_\_\_  
Hon. James Drane, Chief Magistrate  
Cherokee County Magistrate Court

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

**APPROVAL BY THE CHAIRMAN OF THE  
BOARD OF COMMISSIONERS OF CHEROKEE COUNTY OF  
DEVELOPMENT AUTHORITY OF CHEROKEE COUNTY REVENUE BOND  
(CHEROKEE CHRISTIAN SCHOOLS, INC. PROJECT), SERIES 2013**

**WHEREAS**, under Section 147(f) of the Internal Revenue Code of 1986, as amended, and under Treasury Regulation Section 5f.103-2(e), Cherokee County, Georgia (the "County") must approve the revenue bond to be designated "Development Authority of Cherokee County Revenue Bond (Cherokee Christian Schools, Inc. Project), Series 2013 (the "Bond") because it is the governmental unit on behalf of which the Bond is to be issued by the Development Authority of Cherokee County (the "Issuer") and because it is the governmental unit having jurisdiction over the area in which the facility is to be located with respect to which financing is to be provided from the proceeds of the Bond; and

**WHEREAS**, under Treasury Regulation Section 5f.103-2(d), the County will approve the Bond only if its applicable elected representative approves the Bond following a public hearing held in a location which, under the facts and circumstances, is convenient for residents of the County and for which there was reasonable public notice; and

**WHEREAS**, the Chairman of the Board of Commissioners of Cherokee County is the applicable elected representative of the County, within the meaning of Treasury Regulation Section 5f.103-2(e), because he is the County's chief elected executive officer popularly elected at-large by the voters of the County; and

**WHEREAS**, on April 22, 2013, at 9:30 a.m., at the offices of the Issuer located at 3605 Marietta Highway in Canton, Georgia, the Issuer, through its designated public hearing officer, conducted a public hearing on the Bond and the location and nature of the facility to be financed with the proceeds of the Bond, notice of which was published in the Cherokee Tribune on April 5, 2013;

**NOW, THEREFORE, THE CHAIRMAN OF THE BOARD OF  
COMMISSIONERS OF CHEROKEE COUNTY ACTS AS FOLLOWS:**

1. The Chairman of the Board of Commissioners of Cherokee County hereby approves the Bond:

- (a) the proceeds of which will (1) refund all of the Issuer's Revenue Bonds (Cherokee Christian Schools, Inc. Project), Series 2008A and Series 2008B (the "Refunded Bonds"), presently outstanding in the aggregate principal amount of \$4,231,746.65, which indebtedness financed (i) a 40,650 square foot elementary school comprised of classrooms, offices and a gymnasium located at 3075 Trickum Road, Woodstock, Cherokee County, Georgia (the "Campus"), (ii) a 6,720 square foot middle school facility located on the Campus, (iii) a 25,000 square foot high school facility located on the Campus (the "High School"), and (iv) a central multi-purpose field located

on the Campus (collectively, the "Original Project"); (2) finance or refinance the completion costs of the High School (the "New Project," and together with the Original Project, the "Project"); and (3) pay for the costs of issuing the Bond,

- (b) the maximum aggregate face amount of which will not exceed \$4,800,000.00,
- (c) the initial owner and operator of the facility to be financed or refinanced from the proceeds of which is currently, and will continue to be, the Borrower, and
- (d) the location of the facility to be financed or refinanced from the proceeds of which will be 3075 Trickum Road, Woodstock, Georgia in Cherokee County, Georgia.

2. This approval is solely for the purpose of complying with, and is to be construed in accordance with, the provisions of Section 147(l) of the Internal Revenue Code of 1986, as amended, and shall not result in or impose any pecuniary liability upon or constitute a lien upon the property of or a claim against the County, the State of Georgia, or any political subdivision thereof.

Approved this 23<sup>rd</sup> day of April 2013.

  
CHAIRMAN, BOARD OF COMMISSIONERS  
OF CHEROKEE COUNTY



# 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