

**CHEROKEE COUNTY  
BOARD OF COMMISSIONERS**

**Work Session**

**October 15, 2013**

**3:00 p.m.**

**Cherokee Hall**

**AGENDA**

1. August 2013 YTD Financial Results by Janelle Funk.
2. Discussion on Rules of Procedure.
3. Discussion of Regular Agenda Items.

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Executive Session to Follow

# AGENDA

## Cherokee County Board of Commissioners

October 15, 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

### ANNOUNCEMENTS

1. Early Voting begins October 14th.

### APPROVAL OF EXECUTIVE SESSION MINUTES FROM OCTOBER 1, 2013.

As distributed by the County Manager.

**APPROVAL OF WORK SESSION MINUTES FROM OCTOBER 1, 2013.**

**APPROVAL OF REGULAR MEETING MINUTES FROM OCTOBER 1, 2013.**

**APPROVAL OF JOINT BOC/RRDA MINUTES FROM SEPTEMBER 3, 2013.**

**PUBLIC HEARING**

None Scheduled.

**PUBLIC COMMENT**

**ZONING CASES**

<b>CASE NUMBER</b>	: 13-08-010
<b>APPLICANT</b>	: EAH Investments, LLC
<b>ZONING CHANGE</b>	: R-20 to R-15 with variances
<b>LOCATION</b>	: 295 Hames Road and 2235 Jamerson Road
<b>MAP &amp; PARCEL NUMBER</b>	: 15N18, Parcels 130 and 157
<b>ACRES</b>	: 53.44
<b>PROPOSED DEVELOPMENT</b>	: Single Family Residential Subdivision
<b>COMMISSION DISTRICT</b>	: 2
<b>FUTURE DEVELOPMENT MAP</b>	: Suburban Living
<b>PLANNING COMMISSION RECOMMENDATION</b>	: Approval of R-15

**COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

- A. Consideration of Ethics Board Appointment.

**COMMISSION DISTRICT 1**

**HARRY B. JOHNSTON**

- A. Discussion on 2014 Board of Commissioners Meeting Schedule.

**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 final acceptance and right-of-way, roadways and appurtenant drainage structures in the following subdivisions: Wexford, Phase I, Wexford Phase II, and Olde Heritage, Phase I.
- 1.2 Consider approval to surplus and dispose of workstations, servers, computer accessories and small office furniture that are in very poor condition and of no use to the County from various departments.

## **COUNTY MANAGER**

- 2.1 Consider authorizing County Manager to execute Amendment 1 to Aging Subgrant Contract with the Atlanta Regional Commission (ARC) and authorize budget amendment to the County FY14 adopted budget in the amount of \$3,497.00.
- 2.2 Consider approval of proposal from Strack, Inc., for construction of a pipe culvert replacement on Oakmont Drive in the amount of \$68,400.00.
- 2.3 Consider authorizing annual stone purchases from both bidders, Vulcan Materials and Blue Grass Materials for the Roads & Bridges Department.
- 2.4 Consider approval of Amendment 1 to State FY2014 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311), and budget amendment to the County's adopted FY14 budget in the total decreased amount of \$6,778.00.
- 2.5 Consideration and approval of the Fire Services Automatic Aid and Mutual Aid Agreement between Cherokee County and the City of Milton, including Approval of Waiver of Conflict from Jarrard & Davis, LLP.
- 2.6 Consideration of approval of an Agreement between Cherokee County and The Landon Group, Inc. for asphalt surface course installation on the Woodstock Road entrance to the Centennial Lakes Pod 7B subdivision. The Landon Group will pay Cherokee County \$23,250.00, which is the cost for the County to install the asphalt surface course.
- 2.7 Consider approval of a Utility Relocation Agreement with Georgia Power Company in the amount of \$75,370.00 to relocate three power poles that are in conflict with the East Rope Mill Road Improvement Project.

- 2.8 Consider approval of a Professional Services Contract with STV/Ralph Whitehead Associates, for completing design revisions and updates to the SR 20 and East Cherokee Drive intersection improvement project in the amount of \$49,140.00.
  - 2.9 Consider approval of Fire & Emergency Services Agreement between the County and the City of Waleska.
  - 2.10 Consider approval to repay 2013 TAN and not seek a 2014 TAN. This will reduce operating cash by \$1,264,900.00; however, the cash low point will then be at an adequate amount for 2014 at approximately \$4,235,000.00. This action will save the County approximately \$45,000.00 in interest costs budgeted in FY2014.
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### **COUNTY ATTORNEY**

- 3.1 City of Canton Annexation.
- 3.2 Consideration to pay forensic audit overage amount.

### **ADJOURN**

Early Voting begins October 14th! Below are the locations and times:

October 14 – 18 (M-F) 8:30 a.m. – 5:00 p.m.

Open to all qualified voters!

One location ONLY: Cherokee County Elections Office

400 E. Main Street, Canton, GA 30114

October 21 – 25 (M-F) 8:30 a.m. – 5:00 p.m.

Open to all qualified voters!

One location ONLY: Cherokee County Elections Office

400 E. Main Street, Canton, GA 30114

October 28 – Nov. 1 (M-F) 8:30 a.m. – 5:00 p.m.

Open to all qualified voters!

Two locations: Cherokee County Elections Office

400 E. Main Street, Canton, GA 30114

Woodstock Public Library

7735 Main Street, Woodstock, GA 30188

Nov. 4 (Mon) No voting

Nov. 5 (Tues) 7:00 a.m. – 7:00 p.m. at your regular polling locations.

All City of Canton, City of Woodstock and State Senate District 14 precincts are open for voting on ELECTION DAY (November 5th.)

You must vote at your assigned precinct on ELECTION DAY.

Check your voter precinct card or call the Elections office at 770-479-0407 for your polling location. Voter precinct cards can be looked up at <http://mvp.sos.state.ga.us/>

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

**Work Session**

**October 1, 2013**

**3:00 p.m.**

**Cherokee Hall**

**MINUTES**

The Chairman began at 3:14 p.m. with all Commissioners present. He mentioned Georgia Trend Magazine's "40 Under 40" for the state included Cherokee County's District Attorney, Ms. Shannon Wallace. He also mentioned a post from Lt. Jay Baker of the Sheriff's Office regarding black bears spotted in the County and asked everyone to be cautious.

**1. Discussion of Regular Agenda Items.**

The Chairman went over items under the **Announcements** portion:

- Touch-A-Truck is a free event that will be held Saturday, October 5, 2013 at the Recreation Center in Woodstock from 10a.m. to 12:30p.m.
- Cherokee County School District posts highest SAT district average score in Metro Atlanta.

Chairman Ahrens commented that this is really good news and that he often references the School District's SAT scores in his presentation of the County's

Unique Selling Points. He said that the County slipped to #2 in Metro with Forsyth being #1. He said that our scores are higher than the state average.

- Electronics Recycling Day, Saturday, October 12, 2013 at Cherokee County Administrative Building from 9a.m. to 1p.m.

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

- Department of Revenue considering a reduction in TAVT (Title Ad Valorem Tax) for Buy Here Pay Here Auto Dealers.

The County is being asked by ACCG to send a letter to the Department of Revenue opposing the reduction. Commissioner Johnston stated that he feels the argument put forward is they have such a high repossession rate that it's tantamount to a lease. Every time the vehicle is sold, the 6.5% or 7% is punitive. However, the ACCG caution is that if this passes, every car dealer could have payments made to them so that it meets the technical requirements of the law and then any car financed through the dealer becomes subject to the lower rate. The Chairman expressed his willingness to support ACCG's position.

- Discussion of annexation notice from City of Canton regarding parcel located on Cumming Highway.

Chairman Ahrens stated that just today information was received by County Attorney Paul Higbee related to the City of Canton Annexation. He commented on the new form Mr. Higbee used which is basically a check-off list to assist in determining if the annexation will be a material increase in burden or otherwise meet the criteria to oppose under the land use objection. Commissioner Johnston said that he asks that if they do annex, we respectfully request they restrict the property against the heavy commercial uses that the County's GC doesn't allow. He feels it is a case of disenfranchisement to the citizens who would be affected by it but have no influence on the matter. Chairman Ahrens asked Ms. Davis if we needed to do anything tonight. Ms. Davis replied that the deadline to file an opposition is not until October 19, so we have time to address it at the next BOC meeting on October 15, 2013. Chairman Ahrens commented that he would likely reach out to the Mayor to see where this might end up.

Commissioner Poole went over an item under **Commission District 3** portion:

- Vacancy on Planning Commission Board

Commissioner Poole stated that Mr. Joe Long is stepping down and he would like to appoint Mr. Bill Dewrell to replace Mr. Long.

Commissioner Nelms went over an item he would like to add under **Commissioner District 4** portion:

- Vacancy on Cemetery Preservation Committee

Commissioner Nelms recalled Mr. Dave Audia stepping down to move out of state. He would like to appoint June Vredenburgh, a genealogist in Woodstock, to fill the remaining term.

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

- Consider adoption of the FY2014 Budget for Cherokee County Board of Commissioners.
- Approve GEMA Emergency Management Performance Grant/Performance Partnership Agreement in the amount of \$64,304.00 for the agreement period July 1, 2013 through June 30, 2014.
- Consider adoption of the 2013 Capital Improvements Element and Short Term Work Plan Annual Update.
- Consider approval of Supplemental Agreement No. 1 with CW Matthews Contracting Company, Inc., for additional patching and paving on Parkbrooke Drive in conjunction with the Towne Lake Parkway and Rose Creek Drive Resurfacing Project in the amount of \$24,262.94.
- Confirm County Manager's approval of indemnity agreement drafted and approved by the County Attorney and payment of \$3,500.00 to property owner to allow access to the roof of business to facilitate removal of the Jones Building Façade located on the north side of the building.
- Consider awarding Ricoh a Four Year Leasing and Maintenance Agreements and allow County Manager to sign Legal Approved documents once the agreed upon and executed contract documents are received from Ricoh.
- Amended: Consider agreement to sell shoot house and associated land to the State of Georgia for the Georgia Training Center.

Commissioner Johnston clarified that in return for the State's contribution to the facility the State must legally own some real estate but under the referenced agreement both County and State will use the facility.

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

- Ratify City of Woodstock Annexation Agreement.

Ms. Davis recalled in a previous meeting that the County agreed and voted to refrain from objection of the annexation provided an acceptable agreement was worked out with terms that were set forth in the motion. She said the City turned in the requested agreement by the set deadline. Ms. Davis added the terms are consistent with what was previously discussed except for one addition which was an accommodation for the County's stormwater to be deposited into their retention pond. The Chairman expressed appreciation to everyone who worked quickly and diligently to get the agreement completed on both sides.

- Amended: Business Agreement with Jarrard & Davis and Cherokee County

Ms. Davis stated that this is a HIPAA requirement because the County maintains a self-insured health plan and Ms. Davis' firm sees protected health information.

The Chairman led a discussion on issues the Development Authority is having regarding impact fees. He stated he would like to help give them a better understanding of how it all works and plans to do so for their next meeting. The Impact Fee Review Board will get comparatives from adjacent counties. Commissioner Johnston stated that he was unaware of other counties that charge impact fees. He added that at some point we would want to not charge impact fees for industrial building and possibly commercial and keep the impact fees for residential building, but the law requires for impact fees to be charged to all.

### **3. Discussion on Rules of Procedure.**

The Chairman led a discussion comparing the County's existing Rules of Procedures with Forsyth County's Rules of procedures. He said that he would be meeting with Mr. Gil Howard from the Board of Ethics to discuss Rules of Procedure. He asked Ms. Davis if there was a need for a secretary as referenced

in the Forsyth County's Rules of Procedures. Discussion ensued and ideas included the County Clerk being named the secretary or selecting a second Vice-Chair which could be the seceding Commissioner, the one who would be next Vice-Chair. Commissioner Johnston added that according to Forsyth County's rules, if there is a quorum and the Board does not include the Chairman or Vice-Chairman, then the secretary would preside over the meeting. He further stated that the secretary was essentially a second Vice-Chair. Ms. Davis agreed. The Chairman believes they should appoint a second Vice-Chair in the odd case one may be needed. Commissioner Johnston stated in regards to setting the agenda items that since the County has not had any history of conflict under the current procedure, he suggested that it remain the same. In regards to non-agenda items, something that is not on the agenda but is deemed urgent, Forsyth requires a four-fifths vote. The County just requires a majority vote to amend the agenda. It was agreed that the County's current procedure is fine. Commissioner Johnston added that the Rules of Procedure would be a good thing to have. Ms. Davis mentioned that the potential for a tie vote and a look at "Robert's Rules" is what brought on the idea. The goal is to simplify the process. She feels the most useful guidelines are concerning issues like rescissions and tie votes. Commissioner Johnston commented that he would prefer in the event of a tie vote to roll to the next meeting rather than the vote resulting in defeat. Ms. Davis feels an inter-governmental agreement is significant and can last 50 years thus she agrees with Forsyth's policy requiring a super-majority vote. Commissioner Nelms asked if Forsyth had the lighted push-button vote. Ms. Davis confirmed that they did. Commissioner Johnston commented that he prefers the County's way over Forsyth's for selecting appointees for Boards and Committees. The Chairman stated he thinks the County's Public Comment process works versus Forsyth's. Commissioner Johnston referenced the "assumed main motions" recalling the County abandoned the idea due to it causing confusion. A discussion ensued regarding motions to "bring back" an item. Commissioner Johnston believes it to be practical for the end-of-year meeting when necessary. Commissioner Johnston asked what the next step would be. He suggested having Christy Black mark-up the Forsyth County procedures including the changes discussed tonight to be presented for adoption.

The Chairman asked if there was anything else, hearing none, Commissioner Nelms moved to adjourn the Work Session at 4:24 p.m. Commissioner Poole seconded and the motion carried unanimously.

Executive Session followed.

# MINUTES

## Cherokee County Board of Commissioners

October 1, 2013  
Regular Meeting  
CHEROKEE HALL 6:00 PM

### INVOCATION

Commissioner Gunnin 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"*

Members of the Young Marine Group led the Pledge of Allegiance.

### CALL TO ORDER

### CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:07 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

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

Commissioner Nelms made the motion; Commissioner Poole seconded and there was unanimous approval.

### PROCLAMATIONS

1. Proclaiming October 26, 2013 'Make a Difference Day'.

Lindsey Rhino, a Woodstock High student working on a Senior Project with Laura Mikszan with Envision Health Studio, was in attendance to accept the award. Ms. Rhino thanked the Board for their support and invited everyone to attend the Charity Dance Event on October 26.

2. Proclaiming October 23 to October 31, 2013 as 'Red Ribbon Week'.

Gage Bennett and Wade Whitfield of the Young Marines Group were in attendance to accept the proclamation. Chairman Ahrens thanked them for their leadership and asked them to keep up the good work.

### **AMENDMENTS TO AGENDA**

1. Add item 3.2 under County Attorney's Section: Business Agreement with Jarrard & Davis and Cherokee County.
2. Add under Commissioner Nelms' section: Appointment to Cemetery Preservation Committee.
3. Add item 2.7 under County Manager's Section: Resolution and Letter to sell shoot house and associated property to the State of Georgia.
4. Remove 'Approval of Special Joint Meeting Minutes from September 3, 2013'.

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

### **ANNOUNCEMENTS**

1. The 8<sup>th</sup> annual **Touch a Truck** will be held **Saturday, October 5<sup>th</sup> at the Recreation Center in Woodstock from 10 AM to 12:30 PM.** *FREE!!!* Explore fire trucks, an ambulance, police cars, motorcycles, a race car, back-hoe, dump truck, off road vehicles and more. For more information, call CRPA at 770-924-7768 or visit our web site at [www.crpa.net](http://www.crpa.net). Flyers are available on the table outside Cherokee Hall.
2. Cherokee County School District Posts Highest SAT District Average Score in Metro Atlanta.

Chairman Ahrens mentioned that Cherokee County slipped to number two this year in Metro Atlanta with Forsyth County ranking number one. He added that overall our scores were higher than state average and that this is a great thing for the County. He said that he often references the Cherokee

County School District's SAT Scores in his presentation of the County's Unique Selling Points (USP's).

3. Electronics Recycling Day, Saturday, October 12, 2013 at Cherokee County Administrative Building from 9 a.m. to 1 p.m. Flyers with acceptable items available on the table outside Cherokee Hall.
4. Chairman Ahrens mentioned that Georgia Trend's '40 under 40' included DA Shannon Wallace this year. He said that was great recognition for her and for the County and that he had congratulated her already.
5. Chairman Ahrens commented on a post by Jay Baker with the Sheriff's Office regarding a bear and cubs being spotted near Epperson Road in Canton. He cautioned that bears are coming around and watch what you have outside, pets, trash, etc.
5. The Chairman spoke about the recent Boys & Girls Club Annual Roast. He said this year's roastee was Sheriff Roger Garrison. He asked Mr. Cooper to speak about the event. Mr. Cooper said that this was the 10<sup>th</sup> Annual Charity Roast and that this year's Roast brought in the highest amount of proceeds so far at about \$90,000 for the Boys & Girls Club.

**APPROVAL OF MINUTES FROM SPECIAL JOINT BOC/RRDA MEETING FROM SEPTEMBER 3, 2013.**

Amended: Removed

**APPROVAL OF EXECUTIVE SESSION MINUTES FROM SEPTEMBER 17, 2013.**

As distributed by the County Manager.

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

**APPROVAL OF WORK SESSION MINUTES FROM SEPTEMBER 17, 2013.**

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

**APPROVAL OF REGULAR MEETING MINUTES FROM SEPTEMBER 17, 2013.**

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

**PUBLIC HEARING**

None Scheduled.

**PUBLIC COMMENT**

1. John Konop signed up to speak about Growth and Revenue. He gave a couple of ideas he had on generating revenue: The addition of EZ Living Housing in the Sixes Road area and by bringing the regional airport to Cherokee County. He added that Cherokee County could be the HUB rather than Chattanooga. Chairman Ahrens thanked him for his ideas and said that he would have a discussion with the Airport

**ZONING CASES**

None Scheduled.

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**COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

- A. Department of Revenue considering a reduction in TAVT (Title Ad Valorem Tax) for Buy Here Pay Here Auto Dealers.

Chairman Ahrens stated that at the Legislative Session where changes were made related to TAVT, room was left for the DOR to make changes. The DOR is seeking approval to change the 6.5% tax at 'Buy Here, Pay Here' dealers

to only 4%. He said that this would be a real downside financially and also would open the market for other dealer finance options to benefit from the 4% rate. He said that ACCG is asking Counties to write a letter of opposition and referenced a letter of opposition submitted to ACCG from Chatham County. He asked the Board if they would like to vote on drafting a similar letter under his signature opposing the change in percentage of the ad valorem tax.

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

- B. Discussion of annexation notice from City of Canton regarding parcel located on Cumming Highway.

The Chairman gave an overview of the City of Canton Annexation, commenting that just today we received notice. He said that as discussed in Work Session, the deadline to file an opposition to the request was not until October 19 so a decision did not have to be made this evening, but would be on the October 15 agenda.

**COMMISSION DISTRICT 1**

**HARRY B. JOHNSTON**

**COMMISSION DISTRICT 2**

**RAYMOND GUNNIN**

**COMMISSION DISTRICT 3**

**BRIAN POOLE**

- A. Vacancy on Planning Commission Board.

Commissioner Poole appointed Mr. Bill Dewrell to the Planning Commission for the remaining term of Mr. Joe Long which expires on December 31, 2016. Commissioner Poole thanked Mr. Long for his eight months of service to the Planning Commission.

**VICE CHAIR/COMMISSION DISTRICT 4**

**JASON NELMS**

A. Amended: Appointment to Cemetery Preservation Committee.

Commissioner Nelms appointed Ms. Jean Vredenburg to fill the remaining term of Dave Audia which expires on December 31, 2014. Ms. Vredenburg was in attendance and both Commissioner Nelms and Chairman Ahrens thanked her for her interest in serving on the committee and for attending the meeting.

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**CONSENT AGENDA**

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**COUNTY MANAGER**

- 2.1 Consider adoption of the FY2014 Budget for Cherokee County Board of Commissioners.

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

- 2.2 Approve GEMA Emergency Management Performance Grant/ Performance Partnership Agreement in the amount of \$64,304.00 for the agreement period July 1, 2013 through June 30, 2014.

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

- 2.3 Consider adoption of the 2013 Capital Improvements Element and Short Term Work Plan Annual Update.

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

- 2.4 Consider approval of Supplemental Agreement No. 1 with CW Matthews Contracting Company, Inc., for additional patching and

paving on Parkbrooke Drive in conjunction with the Towne Lake Parkway and Rose Creek Drive Resurfacing Project in the amount of \$24,262.94.

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

2.5 Confirm County Manager's approval of indemnity agreement drafted and approved by the County Attorney and payment of \$3,500.00 to property owner to allow access the roof of business to facilitate removal of the Jones Building Façade located on the north side of building.

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

2.6 Consider awarding Ricoh Four Year Leasing and Maintenance Agreements and allow County Manager to sign Legal Approved documents once the agreed upon and executed contract documents are received from Ricoh.

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

2.7 Amended: Resolution and Letter to sell shoot house and associated property to the State of Georgia.

Mr. Cooper recommended approval of the resolution and letter contingent upon a mutually agreeable Intergovernmental Agreement.

Commissioner Johnston explained that for practical purposes, we aren't selling the Shoot House. As part of the state's requirement of their contribution, they must legally own some real property. He said that the required amount is equal to the value associated with the Shoot House. He said that the state and Sheriff's Office would use the facility equally.

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

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## **COUNTY ATTORNEY**

### 3.1 Ratify City of Woodstock Annexation Agreement.

Angie Davis recalled from the discussion from the last meeting where the BOC approved to not oppose the annexation contingent upon a suitable agreement with the City of Woodstock as called for in the motion. She said in addition to the requests made by the County related to donation of land, rights-of-way, etc. the agreement also includes a provision for stormwater through a detention pond, allowing the County to make better use of the two acres the County owns. Ms. Davis stated that the agreement was received prior to the deadline set forth at the last meeting and has been executed. She said what she is asking for tonight is a full board ratification.

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

### 3.2 Amended: Business Agreement with Jarrard & Davis and Cherokee County.

Ms. Davis advised that this agreement is a requirement due to HIPAA laws as their firm comes in contact with medical information through worker's compensation claims, etc. She added that the agreement had been executed by Mr. Cooper and she was asking for ratification tonight on the agreement.

Commissioner Johnston made a motion to approve; Commissioner Nelms 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 6:48 p.m.; Commissioner Gunnin seconded and the motion received unanimous approval.

**Special Joint Meeting**  
**RESOURCE RECOVERY DEVELOPMENT AUTHORITY**  
**AND**  
**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

**TUESDAY, September 3, 2013**

**4:30 p.m. at Cherokee Hall**

**MINUTES**

A special joint meeting with the Board of Commissioners (BOC) and Resource Recovery Development Authority (RRDA) was called to order at 4:52 p.m. Those present included Chairman Ahrens, Commissioner Johnston, Commissioner Nelms, Commissioner Gunnin, Commissioner Poole, Tom Ware, Jeff Duncan, Troy Welker, Robert Morrison and John Konop.

1. Installation of two additional non-elected board members and resignation of Chairman Ahrens and Commissioner Johnston from the RRDA.

The Chairman began by welcoming the two new members of the RRDA, Robert Morrison and John Konop. He then read a short bio on each of the five RRDA members by way of introduction.

Commissioner Johnston made a motion that the RRDA accept his resignation and that of Chairman Buzz Ahrens; Tom Ware seconded and there was unanimous approval, 5-0.

Chairman Ahrens asked Angie Davis to swear in all five members of the RRDA. Ms. Davis advised that all five members had been officially appointed, three members back in July 2013 and the two members at the August 20, 2013 BOC meeting. She then read the oath and swore in the RRDA members.

2. Approval of Special Joint BOC/RRDA Minutes from July 16, 2013.

Chairman Ahrens stated that everyone had a copy of the minutes from the July 16, 2013 Special Joint Meeting. Tom Ware made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

### 3. General update on site negotiations.

Jerry Cooper discussed prospects and said that he would be able to provide more information when he received an update, hopefully tomorrow morning. Commissioner Johnston asked if these were the same prospects as discussed before. Mr. Cooper replied that they were.

Chairman Ahrens referenced an email titled RRDA Background information that he had sent out to the BOC and the RRDA members. He advised that a printout of that communication was included in the agenda packets. He went over the information including item #5 (Basic/Core Responsibilities). He stated that A-B was basically what the BOC was asking them to do, such as establish procedures, elect a Chair, etc. He said that C-D is where we are now, looking at options for purchase/lease, etc. He added that this was kind of a handoff to the RRDA with Mr. Cooper remaining involved. Chairman Ahrens stressed that he wanted the RRDA involved in this process of the lease purchase. Mr. Cooper advised that he had an LOI that he would redact names, etc. and email out to the RRDA to give them an idea of what they were looking at.

Chairman Ahrens advised the RRDA that Ms. Davis' firm would be available for legal advice. He added that other Boards obtain a secretary and others handle the meetings themselves. Commissioner Johnston stated that he feels the RRDA's elected Chair should interface with a county staff member and that it could perhaps be Jerry Cooper or Christy Black or both, particularly with public notices on future meetings.

John Konop expressed concerns that decisions go beyond the authority of the RRDA such as what to do with the cash if it sold. Jeff Duncan stated that as it stands now, he feels that the RRDA is a recommending board and that he too has concerns with no County Board members remaining on the RRDA. He added that he agreed with John that someone from the BOC should be present at future meetings. Commissioner Johnston stated that when the facility has a new operator in place and business is relatively routine again, then the RRDA will be a standalone board with authority on its own to act in the capacity of managing that facility. While it's in this state of what amounts to be foreclosure, with the tax payers being on the hook for the cost, the BOC has to approve everything.

Troy Welker gave the scenario that if a sale occurred, would it go to the BOC to vote or would the RRDA have the authority to lease it out. Ms. Davis replied that the

County is the guarantor of funding so they would have some involvement. She suggested for now to let this new board get seated and she would provide them with an executive summary of specifics to help them as they move forward. Ms. Davis addressed concerns by the RRDA that no elected officials remained on the board by recalling that this was at the recommendation of the Grand Jury and with that comes some complexities and that it must be interrelated for it to function.

Further discussion ensued about the authority and the role of the RRDA. Ms. Davis said that the County might seek the RRDA's opinion on matters and likewise, the County might bring ideas to the RRDA to consider. She said that the process must be interrelated to be function. Mr. Konop added that recommendations could be made on how to fill the gaps on a shortfall and options on what to do with the money if property sold. Mr. Welker reiterated earlier discussion that a BOC member, whether it be the Chairman or Commissioner Johnston, attend future meetings to be available to address questions. Tom Ware referenced an email that discussed the possibility of future joint meetings. Chairman Ahrens said that they could do that and certainly they could meet jointly with potential operators, with at least one or two Commissioners present.

Ms. Davis advised that they each had a copy of a referral agreement in their agenda packets, but no action is needed tonight.

Mr. Konop asked from a legal standpoint if the RRDA could have it so that the Board of Commissioners votes on the RRDA recommendations. Ms. Davis replied that they could and that she would address that in the executive summary. Mr. Welker brought up a concern of not having a strategic business plan to be able to properly evaluate agreements. Ms. Davis explained that it would be difficult to provide too much detail without jeopardizing any potential prospects because anything put on paper could be subject to open records. Chairman Ahrens deferred to the LOI that would be provided to them by Mr. Cooper as mentioned earlier, stating that it was basically a strategic plan.

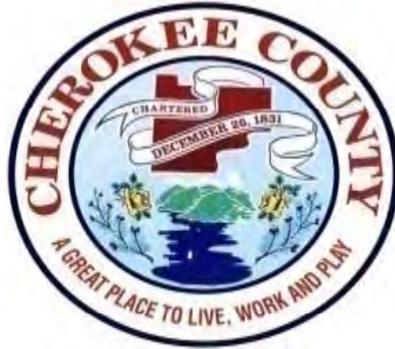
Mr. Ware inquired about the scoop and toss that was discussed as an option a while back. Chairman Ahrens stated that it had been tabled because, although it would reduce costs in the short term, it would cost more in the long term with the extra cost being passed on to tax payers.

Commissioner Johnston suggested that a good next step would be for the RRDA to hold a procedural meeting and elect a Chairman. After that, if the RRDA chose to hold a joint meeting that it could be arranged. Mr. Morrison agreed and asked if they could meet anywhere. Ms. Davis advised that the meeting would be an open meeting so the location must be accessible by the public. She added that there were several conference rooms available at the Bluffs and that typically it would be fine to hold a joint meeting on BOC meeting dates.

Tom Ware suggested a meeting of the RRDA at 5:00 in Cherokee Hall when the BOC adjourned to Executive Session on Tuesday, October 1 and all were in agreement.

#### ADJOURN

Chairman Ahrens made a motion to adjourn at 5:45 p.m.; Tom Ware seconded and there was unanimous approval.



# Cherokee County Board of Commissioners

FINANCIAL UPDATE  
AUGUST 2013 YTD

(Oct 2012 – Aug 2013)

Presented by Janelle Funk

October 15, 2013



# Status Summary – August 2013

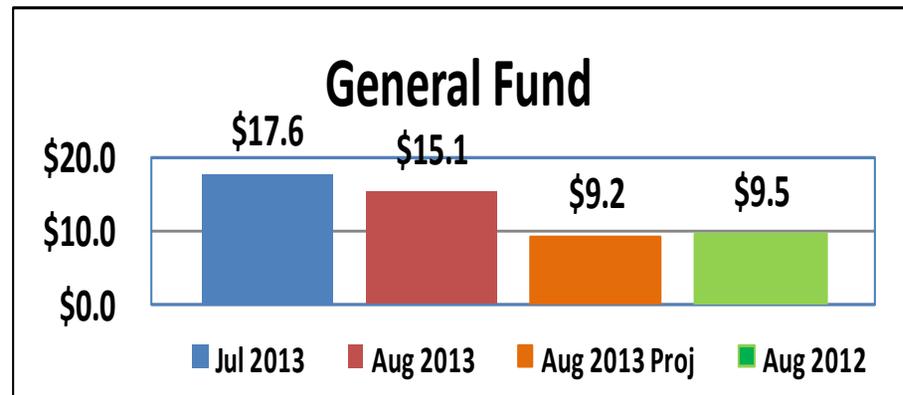
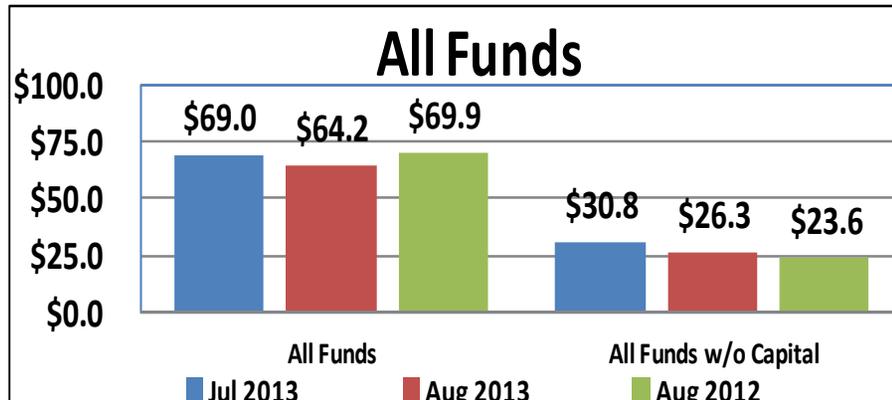
Metric	Status	Comments/Action Plan
Cash Position – All Funds		<ul style="list-style-type: none"> <li>• In total – the County is able to meet commitments</li> <li>• Nearly all non-capital funds improved cash position over prior year               <ul style="list-style-type: none"> <li>• Most funds that have not improved – due to revenue timing variances</li> <li>• EMS Fund still cash negative as transition with new TPA continues</li> </ul> </li> </ul>
Cash Position – General Fund		<ul style="list-style-type: none"> <li>• From negative cash in Nov 2010 to ~ \$5.5M low point forecast in Nov 2013</li> <li>• \$5.5M ~ 10% of General Fund Annual Budget</li> <li>• Still need to correct Unincorporated County Services Fund cash balance</li> </ul>
Revenue		<ul style="list-style-type: none"> <li>• Full Year Forecast - All Funds +\$5.6M</li> <li>• Full Year Forecast - General Fund +\$5.2M               <ul style="list-style-type: none"> <li>• TAVT, mortgage taxes, and court fines major drivers in variance</li> </ul> </li> <li>• RRDA Fund will be the only fund to require additional General Fund support since third party operator not in place</li> <li>• SPLOST before TAVT = \$2.57M, After TAVT = \$2.42M, August Only = \$2.51M</li> </ul>
Expenditures		<ul style="list-style-type: none"> <li>• Almost all funds expected to achieve the full year budget</li> <li>• 3-4 minor exceptions - but covered by additional revenues/reserves               <ul style="list-style-type: none"> <li>• Example: DUI Court – more participants – more revenue &amp; expenditures</li> </ul> </li> <li>• Actual healthcare claims &gt; Budget in July &amp; August, but will still forecast to achieve Full Year Budget</li> </ul>
Headcount		<ul style="list-style-type: none"> <li>• Personnel costs on target</li> <li>• Headcount below budget</li> </ul>



# Cash Executive Summary

## August 2013

Summary Statement: Property taxes are primarily collected in December 2012 and January 2013. Almost every month after, expenses > revenues. Therefore the cash balance will decrease throughout the year. This is expected and budgeted.



**Highlights for YOY: All Funds -\$5.7M, Non Capital Funds +\$2.7M, General Fund +\$5.6M**

**Of the County's 30 Funds, 18 have improved cash position over 2012. Most significant changes include:**

- **SPLOST Funds +\$6.2M** SPLOST tax receipts have significantly exceeded SPLOST spending (related to project timing).
- **Parks Bond Fund -\$15.9M** Our last bond issue was Jan 2012. Funds have been spent on planned projects (e.g., Aquatic Center, Soccer Complex, Canton Park by the Etowah, Blankets Creek, etc.). Not expecting next bond issuance until FY2015.
- **Debt Service Fund -\$7.3M** Final payments for SPLOST Bonds were made in 2012.
- **General Fund +\$5.6M** FY2013 expenditure spending is slower than budgeted. Revenues are \$4.7M > YTD Budget.
- **Fire Fund +\$2.3M** Variance primarily driven by revenues exceeding expenditures (due to ISRP and vacancies).
- **EMS Fund** – The fund is cash negative and we are still experiencing transition issues.

**Bottom Line:** Cash balances are improving or decreases are explainable/expected.



# Revenue Executive Summary

## General Fund – August 2013 YTD

Summary Statement: When comparing externally generated recurring revenue that is expected to fund operations, without requiring reserves, the General Fund YTD Results are \$4.7M more than budgeted. We are also forecasting the full year to be \$5.2M better than budget.

### YTD Revenue \$4.7M > YTD Budget

#### Taxes **+\$4.1M**

- Current Property Taxes **+\$0.3M**
- Prior Year **+\$0.3M** Budget achieved by end of March
- TAVT **+\$2.5M**
- Intangibles & Real Estate Transfer **+\$0.6M**
  - Both revenue sources are related to mortgages and were double the YTD Budget.
- Bank & Cable Franchise Tax **+\$0.2M**

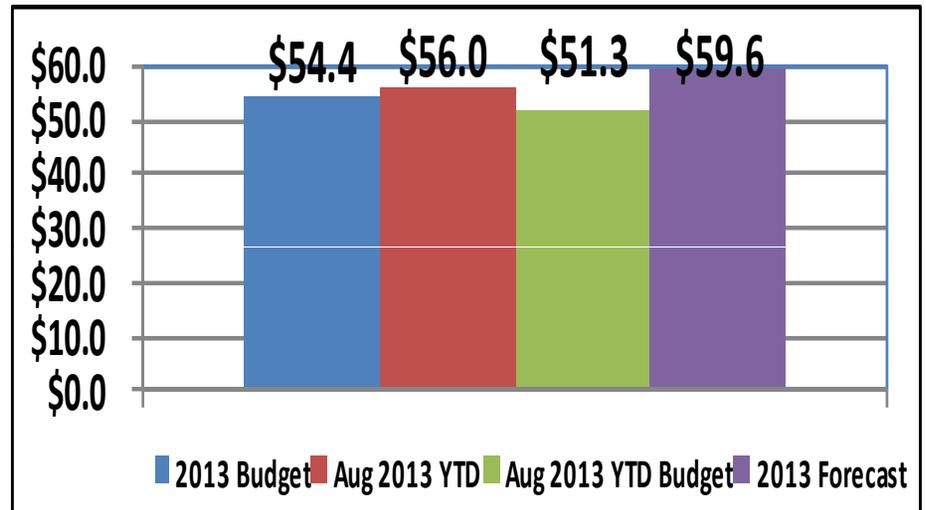
#### Charges for Services **+\$0.1M**

- Prisoner Housing **-\$0.3M** Budget based on 2012 actuals; this category varies significantly year to year.
- Land Fill Fees - **+\$0.2M** – Prior year amounts received from Waste Pro and Waste Management higher than budgeted.
- Other charges **+\$0.2M** – Variance driven by timing /new revenues related to TAVT.

#### Fines & Forfeitures **+\$0.4M**

- All courts >YTD Budget except Magistrate **-\$0.1M**

### 2013 – General Fund Recurring External Revenue



### 2013 Full Year Forecast vs. Budget **+\$5.2M**

- Intangible and Real Estate Transfer Taxes **+\$0.7M**
- Current & Prior Year Taxes **+\$0.4M**
- Bank & Cable Franchise Taxes **+\$0.2M**
- Motor Vehicle/TAVT **+\$3.5M**
- Court Fines **+\$0.4M**
- Charges for Services **-\$0.2M**
- Miscellaneous **+\$0.1M**

**Bottom Line:** General Fund Revenue is on track to exceed the FY2013 Budget.



# Revenue Executive Summary

## All Funds – August 2013 YTD

Summary Statement: When comparing externally generated recurring revenue that is expected to fund operations, without requiring reserves, the County's YTD Results are \$5.4M better than the YTD Budget. We are also forecasting the full year to be \$5.6M better than budget.

### Full Year Forecast: +\$5.6M > Budget

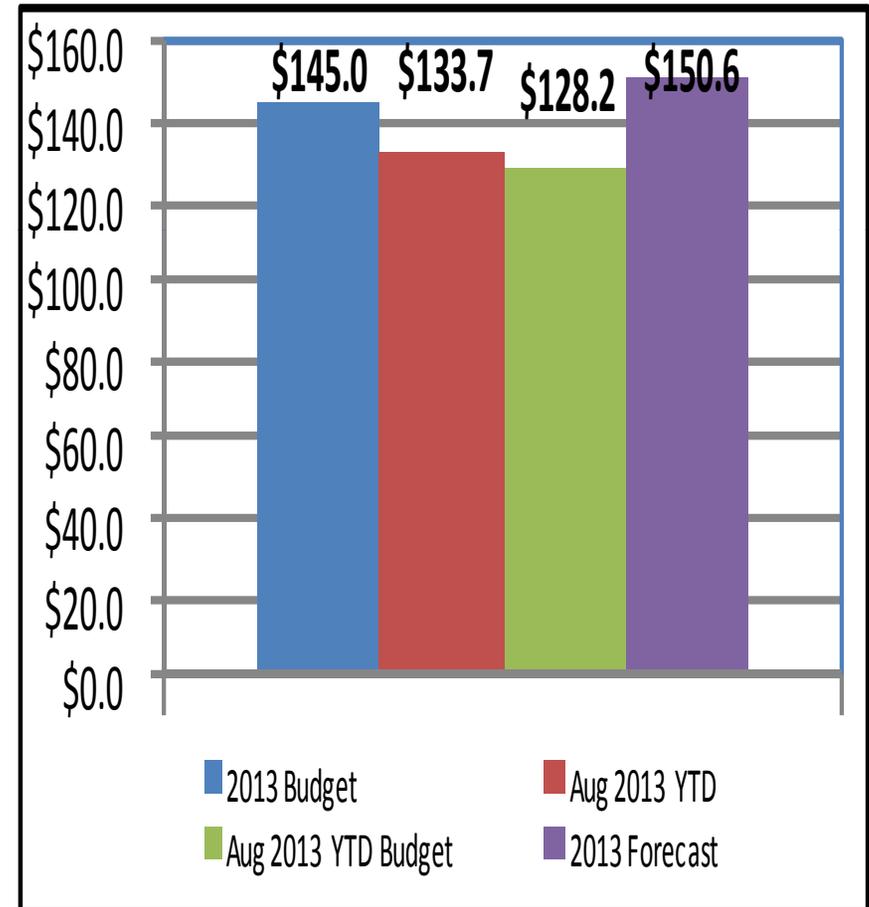
#### Most Significant Variances By Fund:

- General Fund **+\$5.2M**
- UnCS Fund **+\$0.5M**
- Transportation Fund **-\$0.5M**
- CDBG Fund **-\$0.9M**
- Impact Fee Fund **+\$0.8M**
- SPLOST Funds **+\$0.2M**
- Parks Bond Fund **+\$0.7M**
- RRDA Fund **-\$0.6M**

#### Most Significant Variances By Category:

- Current Taxes **+3.0M** (primarily TAVT)
- SPLOST Taxes **+\$1.0M**
- Other Taxes **+\$1.4M** (Intangibles, RE Transfer, Franchise)
- Building Permits **+\$0.4M**
- Grant Revenues **-\$2.4M** (expenses will also be lower)
- Impact Fees **+\$0.8M**
- Court Fines **+\$0.5M**

### 2013 – All Funds Recurring External Revenue

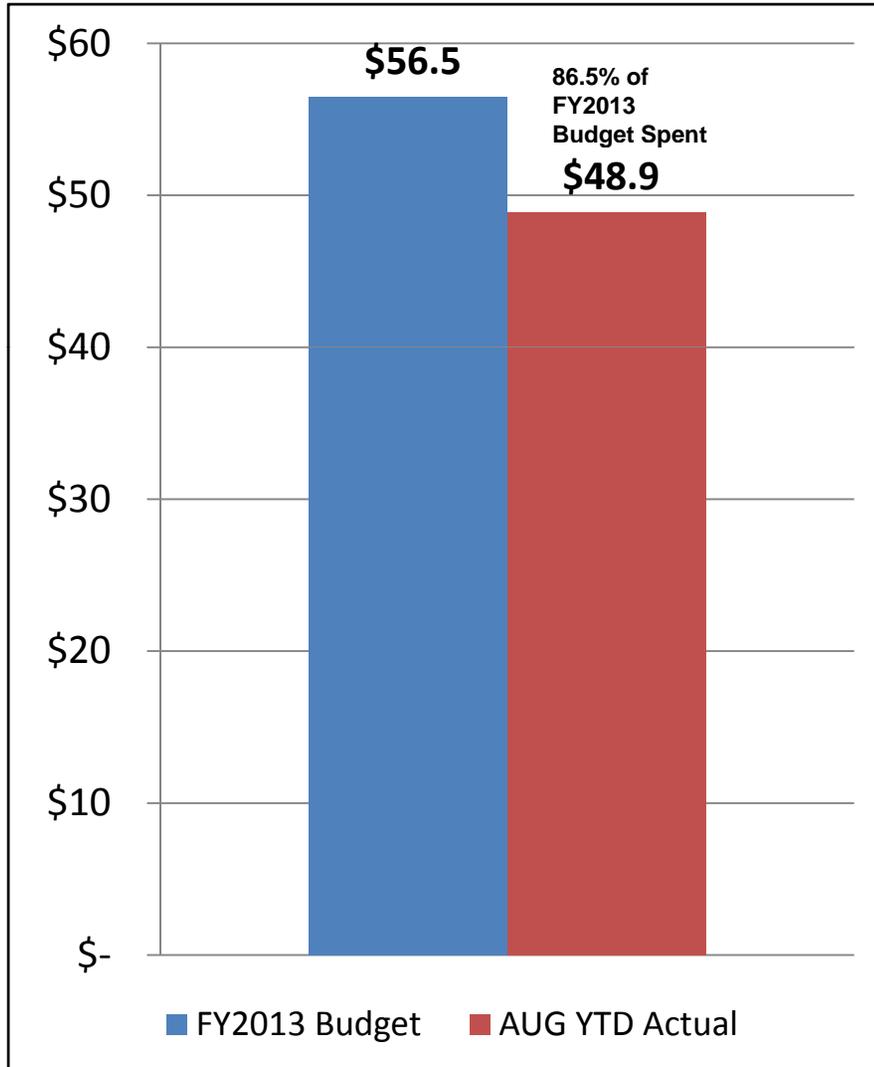


**Bottom Line:** A few funds will not achieve the FY2013 Revenue Budget, but variances will not impact operations. Most funds will achieve or exceed the FY2013 Revenue Budget.



# Expenditure Executive Summary General Fund – August 2013 YTD

Summary Statement: Expenses are being managed across all departments. Some variances exist, but are explainable.  
88.5% of Year Elapsed for Payroll Costs. 84% or 92% of Year Elapsed for Monthly Expenses.



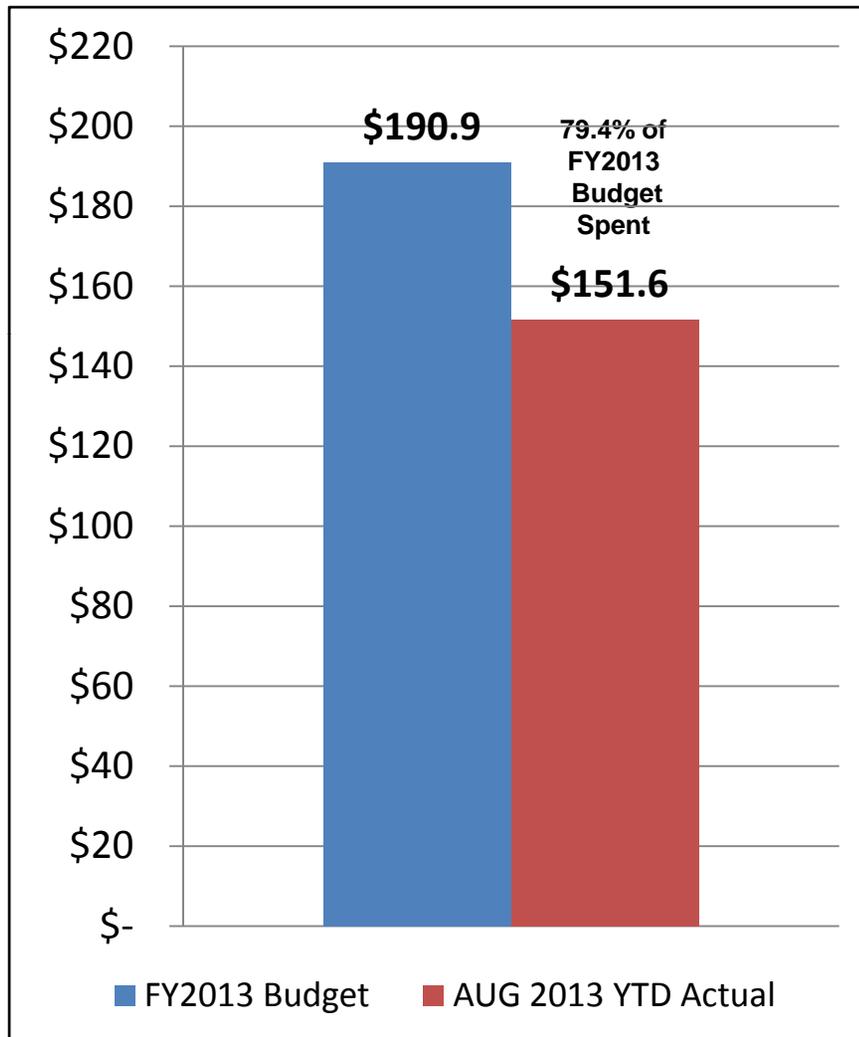
<b>General Fund - Expenditures 2013</b>			
	2013 Budget	August 2013 YTD	% Spent
Compensation	28,862,872	25,015,102	86.7%
Insurance Benefits	3,418,040	2,984,281	87.3%
Payroll Taxes	2,201,574	1,756,539	79.8%
Workers Comp	600,472	546,086	90.9%
Retirement Plans	21,312	16,631	78.0%
Other Personnel	66,719	13,632	20.4%
<b>Total Personnel</b>	<b>35,170,989</b>	<b>30,332,271</b>	<b>86.2%</b>
Operating Costs	12,749,621	11,017,645	86.4%
Capital	208,790	133,643	64.0%
Non-Op Costs	2,679,681	2,419,846	90.3%
Debt Service	662,221	561,612	84.8%
Utilities/Admin	2,064,828	1,713,561	83.0%
Transfers	2,992,585	2,698,199	90.2%
<b>Total Expenditures</b>	<b>56,528,715</b>	<b>48,876,777</b>	<b>86.5%</b>

**Bottom Line:** YTD Expenses are on target. We expect to achieve the FY2013 Budget.



# Expenditure Executive Summary All Funds – August 2013 YTD

Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.  
88.46% of Year Elapsed for Payroll Costs. 84% or 92% of Year Elapsed for Monthly Expenses.



<b>County-Wide Expenditures - 2013</b>				
	2013 Budget	August 2013 YTD	% Spent	Comment #
Compensation	53,858,009	46,267,506	85.9%	1
Insurance Benefits	14,907,702	13,269,959	89.0%	2
Payroll Taxes	4,083,277	3,256,061	79.7%	
Workers Comp	1,191,411	982,326	82.5%	3
Retirement Plans	1,134,631	1,049,331	92.5%	
Other Personnel	75,935	26,632	35.1%	
<b>Total Personnel</b>	<b>75,250,965</b>	<b>64,851,815</b>	<b>86.2%</b>	
Operating Costs	26,706,807	24,150,038	90.4%	4
Capital	48,919,722	27,294,989	55.8%	5
Non-Op Costs	15,653,544	12,463,080	79.6%	6
Debt Service	14,964,380	14,752,806	98.6%	7
Utilities/Admin	3,765,867	3,009,184	79.9%	8
Depreciation	149,000		0.0%	
Transfers	5,451,052	5,096,953	93.5%	9
<b>Total Expenditures</b>	<b>190,861,337</b>	<b>151,618,865</b>	<b>79.4%</b>	

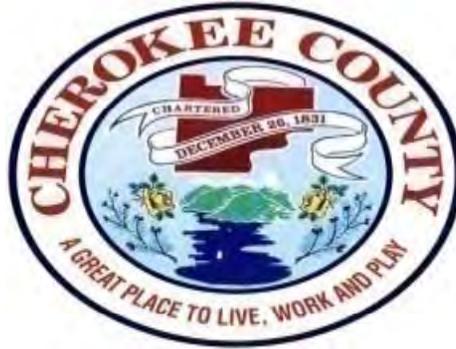
**Bottom Line:** YTD Expenses are on target. We expect to achieve the FY2013 Budget.



# August 2013 YTD Summary



- August YTD **Revenue** results point to a \$5.6M positive variance in the full year revenue forecast.
- August YTD **Expenditure** results indicate budgets are being properly managed and the County will achieve the Expenditure Budget.
- Nearly all August 2013 Non-Capital **Cash Balances** > August 2012 Cash Balances.



# Cherokee County Board of Commissioners

## VARIANCE EXPLANATIONS - EXPENDITURES



# Expenditure Executive Summary All Funds – August 2013 YTD

**Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.  
88.5% of Year Elapsed for Payroll Costs. 84% or 92% of Year Elapsed for Monthly Expenses.**

## **1. Compensation Costs are 85.9% of the FY2013 Budget**

- This is slightly less than the elapsed FY2013 Budget of 88.5% and is due to normal attrition.

## **2. Insurance/Benefits Costs are 89% of the FY2013 Budget**

*The County-Wide roll-up reflects Insurance & Benefits costs charged to departments for their respective employees, and also includes actual expenses in the Insurance & Benefits Fund (Health, Dental, LTD, STD and Life Insurance plans, which are paid monthly).*

Specific just to the Insurance & Benefits Fund, total costs were \$13.8k < Budget and revenues were \$23k > Budget, resulting in a net variance of \$36.8k compared to the August YTD Budget.

Primary variances:

- August YTD health insurance claims were 0.4% > Budget (+\$29.1)
- August YTD dental claims were 7.9% < Budget (-\$43.1k)
- August YTD unbudgeted stop loss reimbursement revenue was received (\$50.2k)

Healthcare claims for the months of July & August exceeded the monthly budget by 12%.

The Insurance & Benefits Fund ended August 2013 with a Fund Balance of \$2.75M:

- \$1.22M Reserved to support retirees' future health insurance costs
- \$1.53M Unreserved
  - The recommended amount for unreserved fund balance is 16 – 20% of annual claim expense:
    - Annual claim expense (medical & dental) ~ \$7.9M
    - Recommended unreserved fund balance ~ \$1.3M - \$1.6M



# Expenditure Executive Summary

## All Funds – August 2013 YTD

**Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.**  
*88.5% of Year Elapsed for Payroll Costs. 84% or 92% of Year Elapsed for Monthly Expenses.*

### **3. Total Workers Comp Costs are 82.5% of the FY2013 Budget**

- August YTD new claim total was \$453.2k, which is 79% of the FY2013 new claim budget.
  - Actual Average Monthly Cost = \$41.2k v. Monthly Budget = \$48k
- Prior year claim payments totaled \$383.7k, which is 93.2% of the FY2013 prior year claim budget.
  - Two of the three large carryover claims that were included in the FY2013 Budget have settled in FY2013 making the percentage seem slightly higher than the elapsed year. The remaining large claim has already reached the stop loss threshold, so when a settlement is reached, we can expect a reimbursement.
- Worker's Compensation Administration Fees are at 70.5% due to the fact that our costs for the Georgia Subsequent Injury Trust decreased. All FY2013 WC Admin fees have been paid.
- We are forecasting that County Wide Worker's Compensation costs will be slightly under budget.

### **4. Operating Costs are 90.4% of the FY2013 Budget**

- August YTD average monthly gasoline costs = \$179.6k v. monthly budget = \$183.5. Since gasoline prices often spike in summer months, these costs should be on target by year-end.
- While there are many offsetting variances among the ~ 100 expenditure accounts, most are insignificant or temporary due to timing.
- We expect to achieve the FY2013 Budget in this category.



# Expenditure Executive Summary All Funds – August 2013 YTD

**Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.  
*88.5% of Year Elapsed for Payroll Costs. 84% or 92% of Year Elapsed for Monthly Expenses.***

## **5. Capital spending is at 55.8% of the FY2013 Budget**

- Capital spending is driven by the timing of construction projects.

## **6. Non Operating Costs are 79.6% of the FY2013 Budget**

- This category represents monthly payments to other agencies and the allowance for EMS uncollectibles.
  - New EMS billing company (LifeQuest) assumed operations May 1.
  - Finance and EMS will review status of previous billings to determine if adjustments are required to the uncollectibles allowance.
  - Payments to other agencies are on target.

## **7. Debt Service is at 98.6% of the FY2013 Budget**

- Bond payments are made on a set schedule.
- All Parks Bond payments have already been made this year, thus making the percentage higher than the elapsed period.
- We only budgeted 50% of RRDA debt service payments to be covered by General Fund transfers. Because the County continues to make the monthly payments, additional transfers will need to be made from the General Fund.



# Expenditure Executive Summary All Funds – August 2013 YTD

**Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.**  
*88.5% of Year Elapsed for Payroll Costs. 84% or 92% of Year Elapsed for Monthly Expenses.*

## **8. Utilities & Insurance are 80% of the FY2013 Budget**

- Utilities are 70.4% of the FY Budget, which is below budget, due to relatively mild temperatures.
- Insurance premiums are 99% of the FY Budget because the premiums are paid according to a set schedule and the total amount has been paid for FY2013.

## **9. Transfers are 93.5% of the FY2013 Budget**

- Transfers are higher than the elapsed year due to the \$2.1M SPLOST reimbursement to the General Fund completed as one transfer in January. This reimbursement represents the Sheriff Vehicles which qualified for SPLOST funding, but were purchased by the General Fund through 2011.
- All other transfers are at or below budget.

**FORSYTH**~~CHEROKEE~~ COUNTY BOARD OF COMMISSIONERS  
2013~~2~~ RULES AND PROCEDURES

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## 1.0 OPERATIONAL PROCEDURE

### SECTION 1.01 MEETINGS

**1.01.01 Regular Meeting/Public Hearings, Work Sessions and Special Called Meetings** of the ForsythCherokee County Commission (also referred herein as the "Commission," the "Commissioners" or the "Board"). Regular Meeting/Public Hearings and Work Sessions are scheduled recurring meetings of the Commission to conduct or discuss the ongoing business of the County. Special Called Meetings are to conduct emergency business and the Chairman; a majority of the Board, the County Manager, or the County Attorney may call for a Special Called Meeting.

**1.01.02** An **Adjourned Meeting** is a continuation of the meeting immediately preceding, whether a regular or special meeting:

- a. If the scheduled business of the Commission is not completed due to time constraints or emergency, the meeting shall be adjourned to the following day or a specific day scheduled by the Commission to allow for the completion of pending business;
- b. In an adjourned meeting (regular or special), only business which would have been proper to consider at that meeting may be considered and acted upon at the adjourned meeting;
- c. Adjourned meetings resume business under the same rules, limitations and rights as the original meeting from which it was adjourned;
- d. The continuation of a public hearing will be allowed provided it is postponed to a certain date.

**1.01.03** **Executive session meetings** shall be conducted in accordance with O.C.G.A. Section 50-14-3 and Section 50-14-4, or as these sections may be amended from time to time.

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### SECTION 1.02 QUORUM

Any three (3) of the district Commissioners shall constitute a quorum for any meeting of the ForsythCherokee County Commission.

**1.02.01** If a quorum is not present thirty (30) minutes following the scheduled hour for convening, the chairman or the vice-chairman, or in their absence, the secretary second vice-chairman (or his/her designee), may adjourn the meeting. By unanimous consent, those present may select another hour and day for the meeting.

**1.02.02** If during the meeting there ceases to be a quorum, all business must stop, except that the Board, by majority votes to be recorded in the minutes (naming those present at the time of the vote) may:

- a. Set another day at which to reconvene;
- b. Adjourn and return at the next regular meeting; and
- c. Recess to determine if a quorum will be present within a short period of time.

**SECTION 1.03 CHAIRMAN**

**1.03.01** ~~The chairman shall be elected by the majority of the Board no sooner than the 1<sup>st</sup> meeting in January and no later than the 2<sup>nd</sup> meeting of January and shall serve for a period of one year.~~

The chairman shall have the same rights and privileges of the other Commissioners and no other authority above and beyond any other commissioner, except as described below.

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~~As a facilitator and guide to the Board, the chairman, in conjunction with the Board, should work to establish and implement the vision, mission, and values of the community.~~

The chairman's primary responsibility is to insure efficient and productive meetings of the Board with his/her duties to include:

- a. Presiding over meetings of the Commission;
- b. Calling the meeting to order at the scheduled hour;
- c. Determining that a quorum is present;
- d. Preserving decorum and order at all meetings;
- e. Making the Commissioners aware of the substance of each motion;
- f. Calling for the vote;
- g. Announcing the results of each vote; and
- h. Calling for a recess at such times as deemed advisable.

**1.03.02** The chairman, upon approval of a simple majority vote, may appoint representatives from the Board to serve on various committees and as liaison to various departments.

The chairman, or his/her designee, may serve as a representative of the Board of Commissioners as various local, regional or state groups, boards or events.

The chairman may succeed himself/herself. The chairman can make motions, debate, and vote or abstain on motions.

**1.03.03** The chairman shall exercise other duties as prescribed under Georgia law.

#### **SECTION 1.04 VICE-CHAIRMAN**

By tradition, the vice-chairman rotates among the district commissioners. Officially, he or she shall be elected by a majority of the Board no sooner than the first meeting in January of each year and no later than the second meeting in January of each year. The vice-chairman shall serve for a period of one year and shall assume the duties of the chair in the absence of the chair.

The vice-chairman shall have the same rights and privileges of any other commissioner and no other authority above and beyond any other commissioner.

~~The vice-chairman may succeed himself/herself.~~

#### **SECTION 1.05 ~~SECRETARY~~ SECOND VICE-CHAIRMAN**

By tradition, the ~~secretary~~ second vice-chairman position rotates among the district commissioners, with the second vice-chairman becoming the vice-chairman in the subsequent year. Officially, he or she shall be elected by a majority of the Board no sooner than the first meeting in January of each year and no later than the second meeting in January of each year. The ~~secretary~~ second vice-chairman shall serve for a period of one year and shall assume the duties of the chair in the absence of the chair and the vice-chair.

The second vice-chairman shall have the same rights and privileges of any other commissioner and no other authority above and beyond any other commissioner.

~~The secretary may succeed himself/herself.~~

#### **SECTION 1.06 MINUTES**

**1.06.01** All actions of the Commission, except for actions described in the O.C.G.A., Section 50-14-3 and Section 50-14-4, or as these sections may be amended from time to time, shall be accurately recorded by the clerk (or his/her designee) in the minutes which shall include:

- a. All main motions, exactly as worded when adopted (including amendments or stipulations);
- b. The name of the maker of all important motions.
- c. Disposition of all main motions, whether
  - 1) Adopted;
  - 2) Defeated;
  - 3) Referred to committee or to staff for further information or recommendation; and
  - 4) Held until \_\_\_\_\_ (a definite time/date).
- d. How each commissioner voted.
- e. Commissioner's comments (these are only printed in the minutes if, when requested by the commissioner, the majority votes to have the remarks included).

**1.06.02** The responsibility for correcting and approving the minutes shall be vested only in the members of the Commission. The minutes shall be adopted at the next regular meeting of the Board. The minutes of each meeting shall indicate their subsequent approval/correction. The minutes may be corrected whenever an error is noticed regardless of the time which has elapsed. The Board may correct the minutes of a previous meeting prior to the adoption with a majority approval of the Board. The Board may otherwise correct errors in minutes that have been adopted with a majority approval of the Board.

**1.06.03** The County Clerk or the Deputy County Clerk shall attest to the Minutes.

**SECTION 1.07 AGENDA**

- a. An agenda for the Regular Meetings/Public Hearings will be prepared by the County Manager with the advice of the Commissioners. Drafts of the agendas ~~and~~ will be available to the Commissioners no later than ~~noon~~ noon of the Friday preceding the Regular Meeting. Any ~~two~~ Commissioners may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is ~~54:00~~ 5:00 PM on the ~~Monday-Friday that is eight (8) working days~~ preceding the Regular Meeting.
  - a. ~~Any Commissioner may request additional information for any agenda item.~~
- b. An agenda for the Work Session will be prepared by the County Manager with the advice of the Commissioners ~~and will be available to the Commissioners.~~ Drafts of the Work Session agenda will be available to the Commissioners no later than noon of ~~the~~

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~~the Friday preceding the Work Session day (typically Friday) that is two (2) working days preceding the Work Session.~~ Any ~~two~~ Commissioners may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is ~~5:00~~4:00 PM on the ~~Friday preceding the Work Session.~~

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~~b. day (typically Monday) that is six (6) working days preceding the Work Session. Any Commissioner may request additional information for any agenda item~~

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c. While it is usual for unfinished business (that referred or held from another meeting) to be considered prior to new business, the order of business listed in any published agenda may be changed when it seems advisable to ~~4/5~~a majority of the Commission. ~~Should only four (4) members of the Commission be present, a unanimous vote shall be required.~~

d. After the cutoff time for either Regular Meetings or Work Sessions, no additional items shall be added to the agenda other than those deemed necessary for the operation or functioning of the County as recommended by the County Manager, County Attorney, or any two Commissioners. Any item added to the agenda after the cutoff time but prior to formal publication of the agenda will be included in the published agenda, but support and backup documentation will only be inserted into the Commissioners' agenda books if the County Clerk has adequate time to make such additions. If backup documentation is not included in the agenda books due to time constraints, the party(ies) seeking the late addition shall be required to utilize best efforts to distribute backup documentation to Board members. An item that is proposed to be placed on the agenda after the publication of the agenda, may be so placed only if in conformance with Section 1.07.02.

**1.07.01** All items contained in the ~~c~~consent ~~a~~agenda may be voted on en gross. ~~The County Manager shall determine suitable items for the consent agenda.~~ Prior to voting on the consent agenda, any ~~two~~ ~~C~~ommissioners may remove an item from the ~~c~~Consent ~~a~~Agenda and place it on the regular agenda for discussion. ~~Items for the consent agenda require either a 5-0 vote of the commission during a work session, or if no commissioner objects to the placement of a consent agenda item requested by county staff. An item that is legitimately discussed during executive session may likewise be placed on the consent agenda if there is unanimity by the Board for such placement.~~

**1.07.02** A **non-agenda item** shall be defined as that which is deemed by a Commissioner to require urgent attention but has not been placed on the published agenda. Such a non-agenda item may be added to any Regular Meeting/Public Hearing or Work Session meeting agenda subject to the following conditions:

a. Adequate information, including the specific topic, shall be given on any items requested to be added as non-agenda items.

b. ~~A vote of 4/5 majority shall be required to add a non-agenda item.~~

~~b. Should only four (4) members of the Commission be present, a unanimous vote shall be required.~~

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**1.07.03** During adoption of the agenda for either a regular meeting or work session, a majority vote shall be required to postpone or remove any published agenda item, except as otherwise provided in Sections 1.07(a) and (b) of these rules.

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**1.07.04** Subject to the priority of Motions set forth in Section 3.01, at any time during a Regular Meeting/Public Hearing an agenda item may be postponed, tabled, or moved to a future Regular Meeting/Public Hearing or Work Session agenda by a majority vote.

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~~**1.07.05** Unless otherwise scheduled by majority vote of the Board, actions on rezoning requests will be taken by the Board at the second regular scheduled meeting following the hearing of the Planning Commission (the Regular Meeting occurring on the third Thursday of the month following the hearing by the Planning Commission).~~

## SECTION 1.08 VOTING

**1.08.01** Formal voting on Board matters will ordinarily occur only during a **Regular Meeting/Public Hearing** or during a **Special Called Meeting**. Any votes taken during a **Work Session** will ordinarily be for ~~the procedural purposes, such as of a~~ authorizing placement of such item to the agenda of a Regular meeting/Public Hearing. ~~As discussed in Section 1.07.01, a unanimous vote of support for an agenda item during a Work Session shall authorize placement of that item on the next available Regular Meeting/Public Hearing consent agenda. A vote of support for a Work Session agenda item that is less than unanimous shall result in the agenda item being placed on the next available Regular Meeting/Public Hearing new business agenda or old business agenda, as applicable. In the event that a Work Session agenda item is deemed time critical by the Chairman, any two Commissioners, County Manager, or County Attorney, then a substantive and binding vote shall be allowed during a Work Session.~~

**1.08.02** All votes shall be taken by ~~lighted pushbutton~~ voice vote or show of hands. An affirmative vote of a majority of the members of the Board in attendance shall be required to adopt a motion unless otherwise noted in this document. If a Motion to Approve an item is defeated by the vote, the vote does not constitute an affirmative denial of the item. Instead, a Motion to Deny should immediately follow to bring closure to the item. Likewise, if a Motion to Deny an item is defeated by the vote, the vote does not constitute an affirmative approval of the item. Instead, a Motion to Approve should immediately follow to bring closure to the item. **(Need to Discuss)**

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**1.08.03** A tie vote shall cause all **procedural motions** to be defeated. A tie vote on a **main motion** shall keep the motion as pending before the Board and the motion shall be rescheduled for another time.

**1.08.04** No commissioner who is present at any meeting of the Commission at which an official decision, ruling or other official act is to be taken or adopted may abstain from voting in regard to any decision, ruling or act except when, with respect to any such commissioner, there is or appears to be a possible conflict of interest as described in the ForsythCherokee County Ethics Ordinance. In such cases, the abstaining commissioner shall give his/her reason for abstaining.

**1.08.05** Any vote taken on an intergovernmental agreement shall require an affirmative vote of at least four (4) Commissioners.

Should an intergovernmental agreement not receive a 4/5 vote, any commissioner may immediately make a motion to add the intergovernmental agreement item on the next public hearing agenda. Upon a second, and simple majority vote, the item will be added to the next public hearing agenda. Following the public hearing, the intergovernmental agreement item can be passed by affirmative vote by a simple majority of the Board. (Need to Discuss)

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**1.08.06** A County-initiated rezoning of land shall be permissible. However, prior to placement of the legal advertisement for such a rezoning in the legal organ, a majority of the Board of Commissioners shall be required to authorize placement of such legal advertisement. A vote in favor of placement of the legal advertisement for a County-initiated rezoning shall not be deemed nor construed as a vote in favor of the rezoning itself. If a proposed County-initiated rezoning is related to an item that is otherwise a permissible topic for Board discussion during a closed meeting, the requisite authority to commence the legal advertisement may be provided in closed session without the requirement of a formal vote in open session.

## **SECTION 1.09 PUBLIC PARTICIPATION IN BOARD MEETING**

The Cherokee County Board of Commissioners welcomes visitors to board meetings and is willing to hear any person or persons desiring to appear before the Board who is not currently an announced candidate for public office or a salaried member of the county staff. 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.

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**1.09.01** Persons wishing to address the Board shall do so during the **Public Comment Portion** of the agenda.

- a. At each regular meeting of the Commission, a fifteen (15) minute period, will be set aside for public comment. Persons wishing to address the Board of Commissioners shall be required to sign up at a designated

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~~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. Comments must be limited to chosen topic and must pertain to County business. 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.~~

~~b. 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.~~

~~c. 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.~~

~~d. 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.~~

~~The Forsyth County Board of Commissioners welcomes visitors to board meetings and is willing to hear any person or persons desiring to appear before the Board who is not currently an announced candidate for public office or a salaried member of the county staff, provided the person's comments do not violate the broadcasting policies of Comcast or TV Forsyth as duly adopted from time to time or otherwise constitute defamation.~~

~~**1.09.01** Persons wishing to address the Board shall do so during the **Public Comment Portion** of the agenda.~~

~~a. A total of ten (10) speakers are allowed to address the Board of Commissioners at each Regular Meeting of the Commission. Speakers shall sign-up with the Clerk to the Board or County manager on a first-come basis with sign-up to begin not more than five minutes prior to the announced starting time of the meeting and continuing until ten (10) have signed up or until the remarks of the last speaker have concluded;~~

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~~whichever first occurs. No prior reservations will be taken for these slots. Each speaker will be allotted a maximum of three (3) minutes for their presentation. Forsyth County residents will be allowed to address the Board first, with non-county residents to follow until the allotted time has expired.~~

- ~~b. An extension to the thirty (30) minute scheduled public comment session, and/or an extension of the three (3) minute limit per person, may be granted by a majority vote of the Commission.~~
- ~~c. If so directed by the Board, a written response to each speaker will be provided by the appropriate County Staff person, usually within thirty (30) days.~~
- ~~d. If so directed by the Board, when a request for special action or a grievance has been heard, the matter will be referred to the county manager (or his/her designee) who will prepare a response to the matter. If necessary, action on the matter for consideration of the Commission will be placed on the agenda for the second regular meeting following the date of the comment~~

~~**1.09.02** All persons shall address the Commission in the following manner:~~

- ~~a. State his/her name and state address if desired (address is required only on the sign-in list and may be omitted if the speaker does not wish to receive a written response).~~
- ~~b. The speaker shall be required to state:
  - ~~1) whether he/she is speaking for himself/herself or for another;~~
  - ~~2) if he/she represents an organization or represents a policy established by an organization or governing body and whether he/she is being compensated by the person(s) for whom he/she speaks; and~~
  - ~~3) whether he/she or any member of his/her immediate family has a personal interest in the pending matter.~~~~

~~**1.09.03** 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.~~

~~**1.09.04** Questions from Commissioners may be asked for clarification. However, no person shall be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the chair.~~

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~~1.09.025~~ Persons wishing to address the Board of Commissioners in **duly advertised** ~~public~~ **Public Hearings** will be heard. Each speaker should sign up on the sign-up sheet located on the table in the entry way to the Commissioners' Meeting Room. Individuals shall be heard by the Board in the order listed on the sign-up sheet. ~~Comments shall be made from the podium and the speaker should first give their name and address.~~ Each speaker should be allotted a maximum of three minutes. Said time limit per person may be lengthened or shortened for a given speaker, or for all speakers on a given matter, or for all speakers in a given meeting, ~~at the Chairman's discretion, subject to override~~ by a majority vote of the Commission. Proponents of a particular item shall be afforded a maximum of ~~fifteen~~ **(15)** minutes and an equal maximum time period shall be afforded for presentation by opponents of each item. ~~The Board of Commissioners will adopt, from time to time, a public hearing schedule to be placed on file with the clerk and posted as required by law.~~

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## SECTION 1.10 APPOINTMENTS OF THE BOARD

~~1.10.01~~ **Appointments by the Board of Commissioners shall be made as necessary** ~~are made by one of the following:~~

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~~a. When it has been determined, by rotation or some other manner, that it is the "turn" of a particular commissioner to nominate a candidate for a position, such candidate must be elected by a majority of the Board. Individual Commissioner appointment; such candidate is appointed by the District Commissioner and requires no vote.~~

~~a.~~

~~b. If the nominee fails to receive a majority vote, the commissioner who made the nomination may nominate another candidate(s) until the position is filled by majority vote. Board of Commissioners appointment; such candidate must be elected by a majority of the Board.~~

~~b. 1.10.02 Cherokee County's Boards and Committees List, outlining appointment type and term information is attached as Appendix "B".~~

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## 2.0 DECORUM OF DEBATE

The following practices shall be followed in the discussions (debate) on motions and matters presented to the Board of Commissioners.

### SECTION 2.01 ADHERENCE TO AGENDA

In discussion, the remarks made by the Commissioners shall be confined to the motion or matters immediately before the body.

### ~~SECTION 2.02 COMMISSIONER COMMENT PERIOD~~

~~Concerning the opportunity for Commissioners to address the public at regular meetings:~~

- ~~a. Each commissioner shall have an opportunity to address the public on any topic during the Announcements portion of the Board's regular meeting for no more than five (5) minutes.~~
- ~~b. During these remarks, a commissioner must observe the same rules of decorum as those below in Section 2.03, and may be called to order by the chairman or another commissioner if there is a breach of those applicable rules;~~
- ~~c. A commissioner may not use this time to interrogate another commissioner, staff or citizens. No one shall attempt to enter into discussion with a commissioner who has chosen to avail himself/herself of this opportunity to share his/her opinions with the public.~~

### SECTION 2.023 DISCUSSION OF THE ISSUE

In discussion, a commissioner may condemn the nature or likely consequences of the proposed measure in strong terms, but must avoid personalities, and under no circumstances may he/she attack or question the motives of another commissioner or staff. The issue, and not a person shall be the item under discussion.

### SECTION 2.034 CALL TO ORDER, REMARKS

The chair shall immediately call as "out of order" any remarks made in regards to comments outside the issue being addressed; or another commissioner may call this breach of procedure to the attention of the chair and other Commissioners. In either case, the errant commissioner shall immediately cease the breach of decorum and continue with his/her remarks confined to the remarks confined to the issue.

| **SECTION 2.0~~45~~**    **DISCUSSION THROUGH THE CHAIR**

All discussion shall be made through the chair, and one commissioner may not interrogate another commissioner or person speaking from the public except through the chair (or with the permission of the chair).

| **SECTION 2.0~~56~~**    **EQUAL OPPORTUNITY**

After a commissioner has spoken or asked questions on a matter before the Commission, other commissioners shall be given the opportunity to speak. If no other commissioner wishes to speak to the issue, the commissioner may continue speaking to the issue.

| **SECTION 2.0~~67~~**    **DISRUPTIONS**

During discussion or voting, a commissioner shall not disturb the other Commissioners in any way that may be considered disruptive to the proceedings or hamper the transaction of business.

| **SECTION 2.0~~78~~**    **CALL TO ORDER, ACTION**

The chair may rule as “out of order” any action deemed inappropriate or dilatory and may interrupt a speaker for reasons deemed necessary by the chair. The chairman shall say, “Commissioner, those remarks are out of order. Please cease this line of comments and restrict your comments to the inquiry and the merits of the agenda item.”

## 3.0 PROCEDURE IN MEETINGS

### SECTION 3.00 MOTIONS

Prior to taking the vote, the chair, or at his/her request the clerk, should re-state the motion (or resolution) or its substance.

### SECTION 3.01 RANKING MOTIONS

These motions shall take precedence in order in which they are listed below:

- a. Adjourn;
- b. Recess;
- c. Motions of privilege;
- d. Call the question;
- e. Limit discussion or debate by the Commission;
- f. Hold until a time certain;
- g. Refer back to staff/committee; or refer to staff/committee;
- h. Amend;
- i. Main motion.

#### 3.01.01

A **main motion** shall be a motion whose introduction brings business before the Commission. Main motions require a second and will fail in the absence of a second.

~~a. **Assumed Main Motions.** A recommendation from staff, or another item published in the agenda for action, shall be handled as an **Assumed Main Motion** by the chair. This, the chair shall, upon the conclusion of a report, state, "The question (or motion) before you is..." (stating the motion in the affirmative). No second will be required in these instances and the chair, in assuming such motion, is not presumed to be in favor of the motion and may speak against it if he/she so wishes.~~

~~a.~~  
1) Possible **dispositions** of a main motionsuch a motion assumed by the chair include:

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- a) 1) Adopt;
- b) 2) Amend and adopt with amendments (or stipulations);
- c) 3) Defeat;
- d) 4) Refer ~~back~~ to staff/committee; ~~or refer to staff/committee~~;
- e) 5) Hold until (a definite time).

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- 2) b. Incidental motions such as consider en gross, consider by     paragraph, or divide the motion (each described in Section 3.03)                      may also be applied to ~~such assumed~~ main motions.

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~~b. **Other Main Motions** (motions that are incidental or relating to business of the Commission, or its past or future action, or arising as **Non-agenda Items** [see Section 1.07.02]) shall require a second, and, if such motions fail to obtain a second, the chairman shall state, "Since there is no second, the motion is not before this meeting."~~

**3.01.02** Concerning the **amending** of particular motions:

- a. If a commissioner feels that the main motion might be more acceptable in a way other than the way presented, the commissioner may amend through substitution, insertion of stipulations, striking out portions, or striking out and inserting portions. Such proposed amendments shall require a second, allow for discussion, and require a majority vote on the proposed amendment.
- b. If a proposed amendment fails to obtain a majority vote, the main motion considered shall be the one originally presented.
- c. An amendment must be germane (relating to the substance of the main motion) and may not introduce an independent question.
- d. Improper amendments shall be:
  - 1) one which is not germane;
  - 2) one which would make the adoption of the amended motion equivalent to a rejection of the motion;
  - 3) one which is frivolous or absurd.

**3.01.03** If the Commissioners feel that adequate information has not been given, the Board may, by majority vote, **refer** the motion to staff (or an agency, committee, etc.) for more information. A date may be set for hearing the additional information or it may be open-ended. This motion shall require a second and shall be debatable only as to whether or not it shall be referred to whom it shall

be referred, or when the person to whom it is referred shall report back. If the motion fails, the motion to be considered shall be that motion which was on the floor prior to the motion to refer.

- 3.01.04** A motion to **hold to a time certain (postpone)** may be used if a majority of the Commission feels that the motion before them should be considered at a more convenient time or if the discussion shows that a final decision should be made at a later time or date. This motion shall be used if the Commissioners themselves feel that they may obtain information that is needed or that the facts as presented are not adequate for their final vote. A second shall be required and discussion shall be limited to the reason for holding the motion or the time to which it is to be held. If the motion fails, the motion to be considered shall be that motion which was on the floor prior to the motion to hold.

The continuation of a public hearing will be allowed provided it is postponed to a certain date.

- 3.01.05** If a commissioner feels that a set period of time for discussion of a motion should be adopted as to time for the motion as a whole, or as to individual time given, the commissioner may move to “**limit discussion (or debate)** to minutes.” This motion shall require a second and no discussion on the motion shall be allowed. It shall require a 4/5 super-majority vote to adopt. ~~Should only four (4) members of the Commission be present, a unanimous vote shall be required. A super-majority vote is defined as four (4) commissioners if all five (5) are present, or three (3) commissioners if only four (4) or three (3) commissioners are present.~~

- 3.01.06** A commissioner may “**call the question**” (a motion to end discussion) when it is clear that further discussion is unnecessary or that discussion is becoming repetitive. This motion shall require a second and no discussion on the motion shall be allowed. It shall require a 4/5 super-majority vote to adopt. ~~Should only four (4) members of the Commission be present, a unanimous vote shall be required.~~

- 3.01.07** If any matters occur such as to impede a commissioner in attending to the business, e.g., too much noise, the microphone not working, matters that affect the safety, orderliness, or comfort of the Commissioners, or affects the honor of an individual commissioner, such commissioner may state to the chairman that he/she has a **question of privilege** and the matter must be addressed before the pending business of the Commission continues. No vote is required unless a motion arises out of the privilege.

- 3.01.08** A **recess** may be taken as it appears on the agenda or declared by the chair when he/she deems it advisable or by a motion from a commissioner. If the motion is made by a Commissioner, a second and an affirmative majority vote shall be required to recess.

**3.01.09** The highest-ranking motion shall be the motion to **adjourn**, requiring a second and majority vote with no discussion allowed, except that the motion shall contain a time to hear any non-completed items on the agenda, if such exist. If all business on the agenda has been completed, the chair may assume the motion and, without a second, obtain unanimous consent to adjourn.

### **SECTION 3.02 MOTIONS USED TO BRING BACK AN ISSUE**

Except as otherwise provided by law, if a commissioner wishes to bring back to the Board a matter which has been adopted, he/she may do so through the motions to reconsider, rescind and amend something previously adopted. These shall have the same rank as a main motion.

**3.02.01** If a commissioner wishes to amend an action taken at a previous meeting, the **Motion to Amend Something Previously Adopted** shall be followed and may be used by any commissioner regardless of how he/she originally voted. This motion shall be used when the Commission desires to change only a part of the text or to substitute a different version for a matter that was previously adopted. A second shall be required and full discussion shall be allowed. If the item has been listed on the published agenda, a majority vote shall be required for adoption. A super-majority vote ~~of 4/5~~ shall be required if the item is not on the official agenda, ~~except that, should only four (4) members of the Commission be present, a unanimous vote shall be required.~~

A Motion to Amend cannot be used when something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo. (The unexecuted part of an order, however, can be amended.)

**3.02.02** If in the same meeting, new information or changed situations make it appear that a different result might reflect the will of the Board, any commissioner (regardless of how he/she originally voted on the matter) may move to **Reconsider the Vote**. A motion to reconsider may be applied to a vote that was either affirmative or negative and shall propose no specific change in a decision but simply shall propose that the motion be reopened for discussion and another vote taken. A second shall be required to this motion and discussion shall be allowed as to the reasons for wishing to reconsider the vote. A majority vote shall be required to adopt the motion to reconsider.

**3.02.03** If a Commissioner wishes to annul an action taken at a previous meeting, the motion to **Rescind** may be used by any commissioner regardless of how he/she originally voted on the matter. The motion to rescind shall require prior notice at a regularly scheduled meeting of the intent to rescind a motion at the next scheduled meeting. The motion to rescind shall not be in order if:

- a. the motion to reconsider ~~is has already been~~ made ~~and defeated, i.e., at~~ at the same meeting;

~~b. the motion to reconsider was taken and lost;~~

~~b.e.~~ the matter is routine and only part of the action needs to be changed, in which case the motion to “amend something previously adopted” shall be used;

~~ce.~~ something has been done as a result of the vote to implement the earlier action adopted that is impossible to undo. (The unexecuted part of an order, however, can be rescinded.).

A second shall be required and full discussion shall be allowed. If the item has been listed on the published agenda, a majority vote shall be required for adoption. A ~~super-majority~~ vote ~~of 4/5~~ shall be required if the item is not on the official agenda, ~~except that, should only four (4) members of the Commission be present, a unanimous vote shall be required.~~

### SECTION 3.03 INCIDENTAL MOTIONS

Incidental motions have no rank but shall be decided immediately before business may proceed and may be used throughout the meeting as follows:

**3.03.01** **Point of Information** is a request, directed to or through the chair, for information relevant to the business at hand, but not related to parliamentary procedure.

**3.03.02** A commissioner may call for a **Point of Order** if he/she believes that the chair has failed to notice a breach in the rules. The point of order shall require the chair to make a ruling on the question involved.

**3.03.03** Whenever a commissioner believes that the chair is mistaken in his/her ruling, a commissioner may **Appeal the Chair’s Decision**. An appeal shall require a second and shall be debatable with the chair speaking first to explain his/her ruling. The chair may also close out the debate with a statement defending the ruling. An appeal may be made only on a ruling and may not be made:

- a. in response to a parliamentary inquiry or point of information.
- b. in areas that challenge verifiable rulings of factual nature.

The chair shall state the motion as “Shall the chair’s decision be sustained?” A tie vote shall sustain the chair because a majority of those voting shall be required to overturn the chair’s ruling.

**3.03.04** A **Parliamentary Inquiry** is a question directed to the chair to obtain information on a matter of parliamentary law or the rules of the Commission. The chair will

answer such questions or may ask the county attorney or parliamentarian for an opinion. The chair's reply, whether or not he/she has requested advice from the county attorney or parliamentarian, is an opinion, not a ruling. If a commissioner does not agree with the chair's opinion, he/she may act in a way contrary to this opinion and if ruled out of order may then appeal the chair's ruling. The chair is not obligated to respond to hypothetical questions.

**3.03.05** If the motion presented contains two (2) or more parts capable of standing as separate motions, a commissioner may move to "**Divide the Motion.**" This motion shall require a second and discussion shall be allowed only on why it should or should not be divided. A majority vote shall be required to adopt the motion to "divide the motion."

**3.03.06** If a main motion is in the form of a resolution or document containing several paragraphs or sections which are not separate motions but could be discussed more efficiently if discussed in sections, a motion to **Discuss by Paragraphs, Sections, or Numbered Agenda Items under a "tab",** may be made. A second shall be required and discussion shall be brief as to the necessity for the action. A majority vote shall be required to "consider by paragraphs, Sections, or numbered agenda items under a 'tab'."

**3.03.07** Once a motion has been moved and seconded, it belongs to the entire Commission and not to the maker of the motion; therefore, if a commissioner wishes to **withdraw a motion** that is officially before the Board, action of the Board must be taken in either of the following ways: **(Need to Discuss)**

- a. The chair may ask the Board if there are any objections to the motion being withdrawn. If there are no objections, the motion shall be withdrawn by unanimous consent, without the need for the seconder to withdraw his/her second;
- b. If there is an objection to the motion being withdrawn, then the chair shall take an official vote, a second being required. A majority vote shall be required to adopt the motion to "withdraw the motion."

**3.03.08** If a commissioner feels that time could be saved by acting on all of the agenda items under a "tab," he/she may move that it be "**Considered en Gross.**"

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#### **4.0 PARLIAMENTARIAN**

The county attorney or his/her designee shall serve as parliamentarian and shall advise and assist the chair and the Commission in matters of parliamentary law. A professional parliamentarian may be consulted as deemed necessary.

## 5.0 PARLIAMENTARY AUTHORITY

The latest edition of **ROBERT'S RULES OF ORDER NEWLY REVISED** shall govern meetings of the ~~Forsyth~~Cherokee County Board of Commissioners in all areas in which it is applicable and in which it is not inconsistent with these rules adopted by the Commissioners or higher law.

## 6.0 AMENDMENTS

These rules may be amended by a 4/5 super-majority vote of the entire Commission at a regular meeting or special meeting of the Forsyth Cherokee County Board of Commissioners, provided notice has been given of the amendment(s) at the meeting prior to the vote on the amendment(s).

## APPENDIX "A"

### Parliamentary Definitions

The following parliamentary definitions apply to the **RULES OF PROCEDURE FOR THE FORSYTHCHEROKEE COUNTY BOARD OF COMMISSIONERS.**

**Adjourn** – to officially terminate a meeting

**Adjourned meeting** – a meeting that is a continuation at a later time of a regular or special meeting

**Adopt** – to approve or pass by whatever vote is required for the motion

**Affirmative vote** – a vote in favor of the motion as stated

**Agenda** – the official list of items of business planned for consideration during the meeting

**Approval of minutes** – formal acceptance of the record of a meeting, thus making this record the official minutes of the Commission

**Board** – the ForsythCherokee County Board of Commissioners

**Chair** – the presiding commissioner

**Clerk** – the duly appointed County Clerk or Assistant Clerk

**Commission**– the ForsythCherokee County Board of Commissioners

**Commissioner** – any person elected to that position

**Common parliamentary law** – the body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization; does not include statutory law or particular rules adopted by any organization or board

**Convene** – to open a meeting

**Debate** – formal discussion of a motion under the rules of parliamentary law and more often herein referred to as discussion

**Defer or hold** – to delay action by referring the motion to staff (or an agency, committee, etc) for more information, or by postponing a vote to a certain time

**Demand** – an assertion of a parliamentary right by a commissioner

**Dilatory motions or tactics** – misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting

**Floor** – when a person received formal recognition from the chair, he/she “has the floor” and is the only person entitled to speak

**Germane amendment** – an amendment relating directly to the motion to which it is applied

**Germane discussion** – discussion relating directly to the matter involved

**Hearing** – a meeting for the purpose of listening to the views of an individual or of a particular group on a particular subject

**In order** – permissible and right from a parliamentary standpoint

**Majority vote** – an affirmation vote of at least three (3) Commissioners, one of which may be the chair

**Minutes** – the legal record of the action of the Commission after the record has been approved by vote of the body

**Motion** – a proposal submitted to the Commission for its consideration and decision; it is introduced by the body

**Objection** – the formal expression of opposition to a proposed action

**Order of business** – the adopted order in which the business is presented to the meeting of the Commission

**Out of order** – not correct, from a parliamentary standpoint, at the particular time

~~**Parliamentary authority** – the code of procedure adopted by the Board as its parliamentary guide, governing in all parliamentary situations not otherwise provided for in the charter, the RULES OF PROCEDURE FOR THE FORSYTH COUNTY BOARD OF COMMISSIONERS~~

**Pending motion**- sometimes referred to as pending question; a motion that has been proposed and stated by the chair for the Commission’s consideration and that is awaiting decision by vote

**Precedence** – the rank or priority governing the motion

**Precedent** – a course of action that may serve as guide or rule for future similar situations

**Procedural motion** – motion to assist the Commission in treating or disposing of a main motion; or motion relating to the pending business otherwise at hand

**Proposal or proposition** – a statement of a motion of any kind for consideration and action

**OCGA** – Official Code of Georgia Annotated

**Quorum** – the number of persons that must be present at a meeting of the Commission to enable it to act legally on business; any three (3) of the district commissioners, one of which may be the chair, shall constitute a quorum for any meeting of the Board of the ForsythCherokee County Commission

**Recognition** - acknowledgement by the chair, giving a person sole right to speak

**Reconsider** – to review again a matter previously disposed of and to vote on it again; must be made on the same day of business

**Regular Meeting/Public Hearing** – the scheduled meetings of the Board of Commissioners held on the first and third Thursday of each month

**Request** – a statement to the chair asking a question or some “right”

**Rescind** – to nullify or cancel out a previous action; cannot be made if action has already been taken to implement the motion it wishes to rescind

**Resolution** – a formal motion, usually in writing, and introduced by the word “resolved” that is presented to the Commission for a decision

**Ruling** – the chair’s decision as it relates to the procedure of the Board

**Second** – a commissioner’s statement that he/she is willing to have the motion considered

**Seriatim** – consideration by sections or paragraphs

**Special Called Meetings** – a meeting called by the Chairman, a majority of the Board, the County Manager, or the County Attorney to conduct emergency business of the County

**Statute** – a law passed by the Georgia legislature

**Super-Majority Vote** – A vote of four (4) commissioners if all five (5) are present, or three (3) commissioners if four (4) commissioners or fewer are present.

**Technical inquiry** – request for information relevant to the business at hand

**Tie vote** – vote in which the affirmative and negative votes are equal on a motion

**Unanimous consent** – deciding on a motion without voting on it but where no commissioner voices objection; with single objection a vote must be taken

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**Unfinished business** – any business that is postponed definitely to a time certain

**Work Session** – the scheduled work sessions of the Board of Commissioners and staff - typically held ~~on-in the afternoon before the normally scheduled regular meetings, the second and fourth Tuesday of the month~~

SO ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20132.

**FORSYTHCHEROKEE COUNTY BOARD OF COMMISSIONERS**

~~Brian R. Tam~~L. B. Ahrens, Chairman

~~Patrick B. Bell~~Jason Nelms, Vice Chairman

~~Ralph J. Amos, Secretary~~Harry Johnston, Commissioner

~~Jim Boff, Member~~Raymond Gunnin, Commissioner

~~Todd Levent, Member~~Brian Poole, Commissioner

Cherokee County Boards & Committees Appendix "B"

Board/Committee	Term	# of Members	Appointment	Purpose
Airport Authority	4 years	6	2-Board of Commissioners; 4-Grand Jury	Established for the purpose of overseeing the daily operations and functions of the airport and to ensure its expansion to enhance and promote growth in Cherokee County
Animal Control Advisory Board	4 Years	5	Individual; Concurrent w/appointment Commissioner	To conduct hearings and determine matters as required in section 10-96. The board is further authorized and shall have jurisdiction to conduct such hearings and determine matter provided for in section 10-96 of the Cherokee County Code.
Board of Ethics	7 Years	7	2-Chairman 5-Board of Commissioners	Established for the purpose of a "guardian" for the Board of Commissioners and other government officials within Cherokee County.
Board of Health	Varies	7	2-Board of Commissioners; 5-Serves While in Office	Established by the Georgia Legislature for the purpose of overseeing the operations and functions of the departments of Environmental Health and the Health Department.
Board of Tax Assessors	6 Years	5	Board of Commissioners	Governing body for the determination of property values through out the county and established the tax digest.
Board of Equalization	3 Years	12	Grand Jury	Established as the Appellate level of the Board of Tax Assessors.
Cemetery Preservation Committee	4 Years	5	Individual; Concurrent w/appointment Commissioner	Re-established December 7, 2010. Established for the purpose of providing for the preservation, protection, and maintenance of all such family and community cemeteries, graveyards, and burial grounds.
Cherokee County Development Authority		7	2-Board of Commissioiners; 5-Cities	

Department of Family and Children Services	5 Years	7	Board of Commissioners	Established for the purpose of ensuring that the best interest of the children within this State Agency are adhered to.	
Cherokee Parks & Recreation Advisory Board	4 years	5	Individual; Concurrent w/appointment Commissioner	Established by the Board of Commissioners to oversee all recreation issues through out Cherokee County.	
Development Authority of Cherokee County	4 Years	8	Board of Commissioners	Established by the Georgia Legislature for the purpose of developing business in Cherokee County. The Development Authority is called a "statutory authority" because they were established by constitutional amendment to the Georgia Constitution.	
Joint Development Authority of Cherokee & Cobb	6 Years	5	3-Board of Commissioners; 2-Other	Established for the purpose of a "conduit" for State tax breaks in both counties for business and industry.	
Construction Board of Appeals	4 Years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of ensuring that all building code procedures have been adhered to if an appeal is sought over and above the direction of the Building Inspection Department.	
Region 1 DBHDD	3 Years	4	Board of Commisones	Established by the State Legislature	
Fire Code Appeals Board	4 years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of providing an individual who wishes another level of review to appeal the decision of the Fire Chief.	
Highland Rivers Community Service Board	2 Years	2	Board of Commissioners	Established for the purpose of overseeing the operation of the Highland Rivers Community Center.	
Impact Fee Appeals Board	4 Years	5	Individual; Concurrent w/appointment Commissioner	Established as the Appellate board governing Building Inspection's administration of the Impact Fee Ordinance.	

Lanier Joint Development Authority		3	Board of Commissionoers; Other Counties	Established for the purpose of encouraging cooperation among participating counties in the promotion of quality economic development.	
Lake Allatoona Preservation Authority	4 Years	9	Legislation	Established by the Georgia Legislature to ensure against abuse to the lake.	
Planning Commission	4 Years	9	5-Individual; Concurrent w/appointment Commissioner; 2- Cities; 2-At Large	Established for the purpose of hearing all re-zoning applications and making recommendations to the Board of Commissioners.	
Region 1 EMS Advisory Board	2 Years	2	Board of Commissioners	Established for the purpose of hearing all re-zoning applications and making recommendations to the Board of Commissioners.	
Resource Recovery Development Authority (RRDA)	4 Years	5	Board of Commissioners	Established for the purpose of developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities in the County by recovering and utilizing resources contained in sewage, sludge, solid waste, and water resources.	
Sequoyah Regional Library System	3 Years	11	6-Board of Commissioners; 5-Cities	Established for the purpose of overseeing the general operations and functions of the libraries through out the county.	
Wrecker Service Advisory Board	4 years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of overseeing the operation of the wrecker service companies through out Cherokee County and is the administrator of the wrecker ordinance on behalf of the Board of Commissioners.	
Zoning Board of Appeals	4 years	5	Individual; Concurrent w/appointment Commissioner	Established for the purpose of hearing appeals concerning provisions of the zoning ordinances.	



Planning and Land Use

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

FROM: Vicki Taylor Lee, Zoning Administrator

DATE: October 4, 2013

**SUBJECT: Summary of Zoning Cases**

At the October 1, 2013 meeting the Planning Commission reviewed the following items:

Zoning Cases:

<b>CASE NUMBER</b>	: 13-08-010
<b>APPLICANT</b>	: EAH Investments, LLC
<b>ZONING CHANGE</b>	: R-20 to R-15 with variances
<b>LOCATION</b>	: 295 Hames Road and 2235 Jamerson Road
<b>MAP &amp; PARCEL NUMBER</b>	: 15N18, Parcels 130 and 157
<b>ACRES</b>	: 53.44
<b>PROPOSED DEVELOPMENT</b>	: Single Family Residential Subdivision
<b>COMMISSION DISTRICT</b>	: 2
<b>FUTURE DEVELOPMENT MAP</b>	: Suburban Living
<b>PLANNING COMMISSION RECOMMENDATION</b>	: Approval of R-15



## Cherokee County Board of Commissioners

### 2014 Meeting Schedule **DRAFT**

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

### **Cherokee County Holidays**

Jan 1 – New Year’s Day  
 Jan 20 – Martin Luther King Day  
 May 26 – Memorial Day  
 July 4 – Independence Day  
 September 1 – Labor Day

November 11 – Veterans Day  
 November 27 – 28 Thanksgiving  
 December 24, 25, 26 Christmas  
 Birthday - Floating





### Cherokee County, Georgia Agenda Request

**SUBJECT:** Subdivision Acceptances  
Wexford - Phase I, Wexford - Phase II,  
Olde Heritage - Phase I

**MEETING DATE:** October 15, 2013

**SUBMITTED BY:** Geoffrey E. Morton, Public Works Agency Director

**COMMISSION ACTION REQUESTED:**

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Wexford - Phase I subdivision, Wexford - Phase II subdivision and the Olde Heritage - Phase I subdivision.

**FACTS AND ISSUES:**

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

- |               |                          |   |
|---------------|--------------------------|---|
| Included are: | Wexford - Phase I:       | Windsor Green Drive - 1,003 LF<br>Windsor Green Court - 893 LF<br>Sturbridge Pines Lane - 513 LF<br>Gramercy Place - 236 LF                 |
|               | Wexford - Phase II:      | Windsor Green Drive - 1,093 LF<br>Monarch Lake Drive - 475 LF<br>Abbey Crest Way - 249 LF   |
|               | Olde Heritage - Phase I: | Heritage Way - 1,774 LF<br>Olde Heritage Circle - 900 LF<br>Olde Oak Way - 254 LF<br>Heritage Overlook - 1,410 LF<br>Crestline Way - 207 LF |

**BUDGET:**

**ADMINISTRATIVE RECOMMENDATION:**

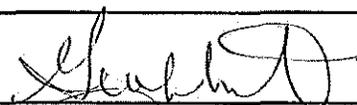
Final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Wexford - Phase I subdivision, Wexford - Phase II subdivision and the Olde Heritage - Phase I subdivision.

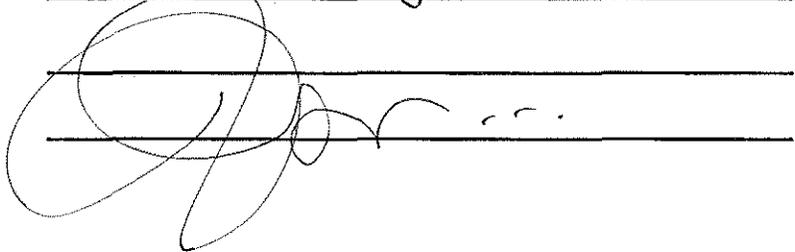
**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER







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

**RESOLUTION**

**A Resolution accepting the streets or portions of streets within Wexford – Phase 1 (formerly known as The Estates at Woodmont – Phase 1) for County Maintenance.**

**Whereas, it is hereby found and determined that Wexford – Phase 1 does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.**

**Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a portion of Windsor Green Drive (1,003 L.F.), Windsor Green Court (893 L.F.), Sturbridge Pines Lane (513 L.F.) and Gramercy Place (236 L.F.) for a total of 2,645 L.F., all having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of Wexford – Phase 1, and located in Land Lots 1206, 1207, 1208, 1241, 1242, 1243, 3<sup>rd</sup> District, 2<sup>nd</sup> Section of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.**

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

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

Attest:

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



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

October 1, 2013

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

**Re: Final Acceptance – Wexford – Phase 1 (formerly known as The Estates at Woodmont Phase 1), including all or a portion of: Windsor Green Drive (1,003 L.F.), Windsor Green Court (893 L.F.), Sturbridge Pines Lane (513 L.F.), Gramercy Place (236 L.F.), for a total of 2,645 L.F.**

Dear Chairman Ahrens:

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

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

Sincerely,

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

Kenny Phelps  
Development Inspection Manager

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

Geoffrey E. Morton, P.E.  
County Engineer

GEM/jcc



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

**RESOLUTION**

**A Resolution accepting the streets or portions of streets within Wexford – Phase II (formerly known as The Estates at Woodmont – Phase II) for County Maintenance.**

Whereas, it is hereby found and determined that Wexford – Phase II does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a portion of Windsor Green Drive (1,093 L.F.), Monarch Lake Drive (475 L.F.), and Abbey Crest Way (249 L.F.) for a total of 1,817 L.F., all having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of Wexford – Phase II, and located in Land Lots 1242 and 1243, 3<sup>rd</sup> District, 2<sup>nd</sup> Section of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

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

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

Attest:

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



## Cherokee County Government

ENGINEERING DEPARTMENT

1130 Bluffs Parkway – Canton, Georgia 30114

678-493-6077 – Fax 678-493-6088

October 1, 2013

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

**Re: Final Acceptance – Wexford – Phase II (formerly known as The Estates at Woodmont - Phase II), including all or a portion of: Windsor Green Drive (1,093 L.F.), Monarch Lake Drive (475 L.F.), and Abbey Crest Way (249 L.F.) for a total of 1,817 L.F.**

Dear Chairman Ahrens:

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

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

Sincerely,

A handwritten signature in cursive script that reads "Kenny Phelps".

Kenny Phelps  
Development Inspection Manager

A handwritten signature in cursive script that reads "Geoffrey E. Morton".

Geoffrey E. Morton, P.E.  
County Engineer

GEM/jcc



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

**RESOLUTION**

**A Resolution accepting the streets or portions of streets within Olde Heritage Phase 1 for County Maintenance.**

**Whereas, it is hereby found and determined that Olde Heritage Phase 1 does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.**

**Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that Heritage Way (1,774 L.F.), Olde Heritage Circle (900 L.F.), Olde Oak Way (254 L.F.), Heritage Overlook (1,410 L.F.), and Crestline Way (207 L.F.) all having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of Olde Heritage Phase 1 and located in Land Lots 678, 679, 690 & 691 of the 15<sup>th</sup> District, 2<sup>nd</sup> Section of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.**

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

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

Attest:

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



## Cherokee County Government

ENGINEERING DEPARTMENT

1130 Bluffs Parkway – Canton, Georgia 30114

678-493-6077 – Fax 678-493-6088

October 1, 2013

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

**Re: Final Acceptance – Olde Heritage Phase 1, a Conservation Subdivision  
Including all or part of: Heritage Way (1,774 L.F.), Olde Heritage Circle  
(900 L.F.), Olde Oak Way (254 L.F.), Heritage Overlook (1,410 L.F.), and  
Crestline Way (207 L.F.).**

Dear Chairman Ahrens:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Kenny Phelps".

Kenny Phelps  
Development Inspection Manager

A handwritten signature in black ink, appearing to read "Geoffrey E. Morton".

Geoffrey E. Morton, P.E.  
County Engineer

GEM/jcc



## Cherokee County, Georgia Agenda Request

---

SUBJECT: Surplus

MEETING DATE: October 15, 2013

SUBMITTED BY: Jerry Cooper

---

COMMISSION ACTION REQUESTED:

Consider approval to surplus and dispose of miscellaneous old office furniture, servers and work stations and computer accessories that are in poor condition and of no use to the County.

---

FACTS AND ISSUES:

The computer accessories and small office furniture as listed on the attached surplus forms from the IT Department, CDBG Office and DA's Office are in poor condition and of no use or value to the County.

---

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: Yes  No  Ordinance/Resolution: Yes  No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

---

ADMINISTRATIVE RECOMMENDATION:

Approval to surplus officer furniture and computer accessories that are in poor condition.

---

REVIEWED BY:

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

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

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

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

SURPLUS PROPERTY TRANSFER FORM

Date: 10/3/2013

Transferred From:  <div style="text-align: center; font-size: 2em; font-family: cursive;">IT</div>	Transferred To:  <div style="text-align: center; font-size: 1.5em; font-family: cursive;">WASTE MGMT</div>
--	--

Action Requested:  Transfer  Surplus  Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition	Funding Information	Final Disposition	Fixed Asset#
			G=Good F=Fair P=Poor			
1	1	Dell 4600 Poweredge Server 8B15H11	P			1871
2	1	Dell 4600 Poweredge Server 3B15H11	P			1869
3	1	Inline Server No Model # Reg#1811 Invoice# 10589	P			2655
4						
5						
6						
7						
8						
9						
10						
11						
12						

Purchasing Representative Signature: <i>[Signature]</i>	Dept Property Coordinator Signature: <i>[Signature]</i>	Received By Signature:
Title: <i>SPRAC Specialist</i>	Title: <i>IT DIRECTOR</i>	Title:
Date: <i>10-7-13</i>	Date: <i>10/7/13</i>	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: 10/7/2013

Transferred From:  <i>IT</i>	Transferred To:  <i>WASTE MGMT</i>
------------------------------------	--

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	Dimension 4600 7D38P41	P			<i>N/A</i>
2	1	Optiplex 755 20JFPG1	P			↓
3	1	Optiplex 755 4LXPQF1	P			
4	1	Optiplex 755 HFHKZF1	P			
5	1	Dimension 8200 FHWVK11	P			
6	1	Dimension 8200 2KRWC11	P			
7	1	Dimension 8300 319YV21	P			
8	1	Dimension 8400 548J461	P			
9	1	Precision 670 9ZYT91	P			
10	1	Dimension 2400 9D38P41	P			
11	1	Optiplex 755 4JYBJH1	P			
12	1	Optiplex 755 BFZ34J1	P			

Purchasing Representative	Dept Property Coordinator	Received By
Signature: <i>[Signature]</i>	Signature: <i>Enonista Nya</i>	Signature:
Title: <i>Sr Proc Specialist</i>	Title: <i>IT DIRECTOR</i>	Title:
Date: <i>10-7-13</i>	Date: <i>10/7/13</i>	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: 10/7/2013

Transferred From:  <div style="text-align: center; font-size: 2em; font-family: cursive;">IT</div>	Transferred To:  <div style="text-align: center; font-size: 1.5em; font-family: cursive;">WASTE MGMT</div>
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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	Dimension 9200 5SXXFC1	P			N/A
2	1	Optiplex GX620 GF0D481	P			↓
3	1	Dimension 9100 JQKXL81	P			
4	1	Optiplex 755 GNM4NF1	P			
5	1	Optiplex 745 CLMWRD1	P			
6	1	Dimension 3100 HKXVX81	P			
7	1	Dimension E520 7HMH5C1	P			
8	1	Dimension 9150 GV44QB1	P			
9	1	Dimension E520 JHMH5C1	P			
10	1	Dimension 2400 BD6TS51	P			
11	1	Dimension 9200 F4BK7C1	P			
12	1	Dimension E520 GW4W5C1	P			

Purchasing Representative Signature: <i>[Signature]</i>	Dept Property Coordinator Signature: <i>[Signature]</i>	Received By Signature:
Title: <i>Sr Proc Specialist</i>	Title: <i>IT DIRECTOR</i>	Title:
Date: <i>10-7-13</i>	Date: <i>10/7/13</i>	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: 10/7/2013

Transferred From:  <i>IT</i>	Transferred To:  <i>WASTE MGMT</i>
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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	Optiplex 745 G14S9F1	P			N/A
2	1	Dimension 4700 30W7G81	P			
3	1	Dimension 9150 F5R2NB1	P			
4	1	Optiplex 755 J5JFDG1	P			
5	1	Optiplex 755 6L79GH1	P			
6	1	Optiplex 745 7NGR8F1	P			
7	1	Optiplex 755 8M51JF1	P			
8	1	Optiplex 320 DBPWGD1	P			
9	1	Optiplex 745 48JP1D1	P			
10						
11						
12						

Purchasing Representative Signature: <i>[Signature]</i>	Dept Property Coordinator Signature: <i>Evonite Nya</i>	Received By Signature:
Title: <i>SR Proc Specialist</i>	Title: <i>IT DIRECTOR</i>	Title:
Date: <i>10-7-13</i>	Date: <i>10/7/13</i>	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: 10/7/2013

Transferred From: <u>IT</u> STORAGE	Transferred To: Reworx, acting as agent for Waste Management
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Action Requested: \_\_\_\_\_ Transfer    X \_\_\_\_\_ Surplus    \_\_\_\_\_ Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Cisco 3640, s/n JAB040880N3	<del>R</del> F			
2	1	Cisco 3640A, s/n JMX0743L3PS	<del>R</del> F			
3	1	Cisco 2610, s/n JAB0349894T	<del>R</del> P			
4	1	Cisco 2620, s/n JAB0343839C	<del>R</del> P			
5	1	Cisco 804, s/n JAB0402400D	<del>R</del> F			
6	1	Cisco 3550-12T, s/n FAA0545S00A	<del>R</del> F			
7	1	Cisco 3550-12T, s/n FAA0545S00G	<del>R</del> F			
8	1	Cisco 3550-12T, s/n CAT0843Z1E5	<del>R</del> F			
9	1	Cisco 3550-12T, s/n CAT0828Y0D4	<del>R</del> F			
10	1	Cisco 831 ROUTER, s/n FHK095110CQ	<del>R</del> F			
11	1	ADTRAN NETVANTA 1224STR, s/n LBADTN0702AC281	<del>R</del> F			
12	1	ADTRAN NETVANTA 1224STR, s/n LBADTN0702AC330	<del>R</del> F			
13	1	ADTRAN NETVANTA 3200, s/n LBADTN0818AD167	<del>R</del> F			
14	1	ADTRAN NETVANTA 3200, s/n LBADTN0818AD160	<del>R</del> F			
15	1	ADTRAN NETVANTA 3200, s/n LBADTN0818AD697	<del>R</del> F			
16	1	ADTRAN NETVANTA 3200, s/n LBADTN0515AA738	<del>R</del> F			
17	1	ADTRAN NETVANTA 3200, s/n LBADTN0515AC582	<del>R</del> F			
18	1	ADTRAN NETVANTA 3200, s/n LBADTN0502AC450	<del>R</del> F			
19	1	ADTRAN NETVANTA 3200, s/n LBADTN0502AC377	<del>R</del> F			
20	1	ADTRAN NETVANTA 3200, s/n LBADTN0621AE113	<del>R</del> F			
21	1	ADTRAN NETVANTA 5305, s/n LBADTN0819AC426	<del>R</del> F			
22	1	3COM PS HUB 40, s/n 7TSV491CE4	<del>R</del> F			
23	1	3COM PS HUB 40, s/n 7TSV1FFC6C	<del>R</del> F			
24	1	3COM PS HUB 40, s/n 7TSV1FCF8E	<del>R</del> F			

25	1	3COM BASELINE HUB, s/n 7XXV066513	RF		
26	1	3COM BASELINE SWITCH, s/n 7HJF150025664	RF		
27	1	3COM 4200G, s/n YFBF9ZMC09B80	RF		
28	1	3COM 4400, s/n L6DV4LBCD39A0	RF		
29	1	3COM 4400, s/n 7Z5V0Y6E7EE80	RF		
30	1	3COM 4400, s/n 7Z5V0Y6E9CC40	RF		
31	1	3COM 4400, s/n 7PVV116FE98C0	RF		
32	1	3COM 4400, s/n L6DV4JB92F1E0	RF		
33	1	3COM 4400, s/n L6DV6CE7B74E0	RF		
34	1	3COM 4400, s/n 7Z5V0Y6E804C0	RF		
35	1	3COM 4400, s/n L6DV3SB022E80	RF		
36	1	3COM 4400, s/n 7Z5V2S921F2C0	RF		
37	1	3COM 4400, s/n L6DV3SB0391C0	RF		
38	1	3COM 4400, s/n 7Z5V0Y6EA2E40	RF		
39	1	3COM 4500, s/n YECF7PHF00580	RF		
40	1	3COM 4500, s/n YECF8AK640800	RF		
41	1	3COM 4500, s/n YECF80K064700	RF		
42	1	3COM 4900SX, s/n 7LJV7013900	RF		
43	1	3COM 4950, s/n 7FZV7529940	RF		
44	1	3COM WL-455, s/n 75TF3VAD14C42	RF		
45	1	3COM WL-455, s/n 75TF3XAD5D041	RF		
46	1	3COM WL-455, s/n 75TF3XAD5CF70	RF		
47	1	3COM WL-455, s/n 75TF3VAD14A89	RF		
48	1	3COM WL-455, s/n 75TF3XAD5D085	RF		
49	1	3COM WL-455, s/n 75TF3XAD5D432	RF		
50	1	CYMPHONIX DC30X, s/n 08192ME0136	RF		
51	1	NETENFORCER AC-402, s/n 963861	RF		
52	1	HP PROCURVE 2124, s/n CN050MWOJR	RF		
53	1	MICRODYNE LX-2M, s/n E6FE46	RF		
54	1	JUNIPER IDP-200, s/n 0146052007000035	RF		

Purchasing Representative		Dept Property Coordinator		Received By	
Signature: <i>K. B. Thompson</i>		Signature: <i>Brian Rohn</i>		Signature:	
Title: Sr Procurement Specialist		Title: <i>Network Mgr</i>		Title:	
Date: 10/7/2013		Date: <i>10/7/13</i>		Date:	

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

SURPLUS PROPERTY DISPOSITION FORM

Date: 10/10/2013

Transferred From: CDBG	Transferred To: Surplus  WASTE MGT
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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	HP Desk Jet Printer CN8CP95164	P			None
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Purchasing Representative Signature: <i>[Signature]</i>	Dept Property Coordinator Signature: <i>M. Peeper</i>	Received By Signature:
Title: <i>Acquisition Specialist</i>	Title: <i>CDBG Coordinator</i>	Title:
Date: <i>10-10-13</i>	Date: <i>10/10/13</i>	Date:

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

SURPLUS PROPERTY TRANSFER FORM

Date: August 16, 2013

Transferred From: Cherokee County District Attorney's Office 90 North Street, suite 390 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	metal secretary desk	P			
2	7	desk chairs - assorted colors	P			
3	3	panels to secretarial cubicle/desktop	F			
4	1	HP Laserjet 1020 Serial No. CNBK605654	P			
5						
6						
7						
8						
9						
10						
11						
12						

Purchasing Representative Signature: <i>[Signature]</i> Title: <i>District Attorney</i> Date: <i>10-02-13</i>	Dept Property Coordinator Signature: Title: Date:	Received By Signature: Title: Date:
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## Cherokee County, Georgia Agenda Request

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SUBJECT: ARC Aging Subgrant Contract Amendment

MEETING DATE: 10/15/2013

SUBMITTED BY: Nathan Brandon, Director Senior Services

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**COMMISSION ACTION REQUESTED:**

Authorize County Manager to execute Amendment 1 to Aging Subgrant Contract #AG1400 with the Atlanta Regional Commission (ARC) and authorize the budget amendment to the County FY14 adopted Budget.

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**FACTS AND ISSUES:**

On August 6, 2014, the Board approved the annual Aging Subgrant Contract for the State Fiscal Year 2014 (July 2013 – June 2014) in the amount of \$766,671. This contract represents three (3) months of the County’s fiscal year 2013 budget and nine (9) months of the County’s fiscal year 2014 budget.

The County’s FY2014 proposed budget was calculated based on the final amendment to the SFY13 contract for a total contract amount of \$704,775.

Amendment 1 to the SFY14 Contract #AG1400 is a total of \$707,799 which is an overall budget increase of \$3,524 as follows:

Funding Source	Increase	Decrease
Federal Grant Monies	\$3,994	
State Grant Monies	\$2	
County Required Match	\$27	
Contributions/Donations		\$3,500
Cost Sharing/Participant Billings	\$3,001	
Totals	\$7,024	\$3,500
Net		\$3,524
*Net w/out County increase		\$3,497

A Budget Amendment to the County’s FY14 budget is needed and will not include the County’s increase of \$27 for a total fund budget amendment of \$3,497. Costs will be cut to make up the \$27 county match requirement.

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**BUDGET:**

Budgeted Amount:	\$704,775	Account Name:	Senior Services - Revenue
Amount Encumbered:	\$0	Account #:	22160-3xxxxx
Amount Spent to Date:	\$0		
Amount Requested:	\$3,497		
Remaining Budget:	\$707,799		

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

Contract: Yes  No  Ordinance/Resolution: Yes  No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

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ADMINISTRATIVE RECOMMENDATION:

Authorize County Manager to execute Amendment 1 to Aging Subgrant Contract #AG1400 with the Atlanta Regional Commission (ARC) and authorize the budget amendment to the County FY14 adopted Budget.

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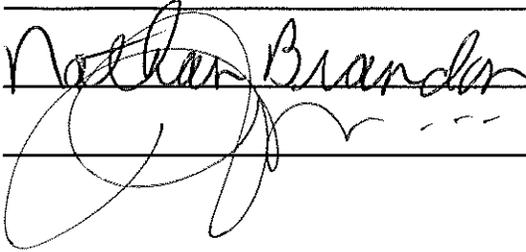
REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

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A handwritten signature in cursive script, appearing to read "Nathan Brander", is written across three horizontal lines. The signature is written in black ink and is positioned to the right of the labels for Department Head, Agency Director, and County Manager.

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

CFY14

**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
22160	331100	FEDERAL GRANTS	3,994.00
22160	334100	STATE GRANTS	2.00
22160	371000	CONTRIBUTIONS/DONATIONS	(3,500.00)
22160	341951	COST SHARING	3,001.00
			3,497.00

**EXPENDITURES:**

Department Org Code	Object	Account Name	Amount
25521000	531300-ADMIN	FOOD	3,497.00
			3,497.00

**PURPOSE OF TRANSFER/ AMENDMENT**

Amendment 1 to SFY14 Contract AG1400

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**Department Head Approval:** Nathan Brandon, Director

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

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

ARC Contract  
No. AG1400.1

FIRST AMENDMENT OF AGING SUBGRANT CONTRACT

THIS AGREEMENT, entered into as of this 1<sup>st</sup> day September 2013 by and between CHEROKEE COUNTY (hereinafter referred to as the "Subgrantee"), and the Atlanta Regional Commission (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, the parties hereto did enter into a subgrant contract dated July 1, 2013 in which the Subgrantee agreed to perform certain professional services for ARC and ARC agreed to compensate the Subgrantee for the performance of such services, all as more fully set in said contract;

WHEREAS, the parties wish to amend said contract in certain respects as set forth herein below.

NOW, therefore and in consideration of the mutual benefits to the parties, the parties agree that said contract is hereby amended as follows:

- 1. Pages A-1 through A-5, each labeled *SFY: 2014*, are hereby deleted in their entirety and replaced with Pages A-1 through A-5, each labeled *SFY: 2014 1<sup>st</sup> Amendment*, copies of which are attached hereto.
- 2. Pages B-5 and B-6, each labeled *7/1/2013*, are hereby deleted in their entirety and replaced with Pages B-5 and B-6, each labeled *Amendment 1*, copies of which are attached hereto.

Except as specifically modified hereinabove, the remainder of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Subgrantee and ARC have hereunto agreed effective as of the date above written,

ATTEST:

\_\_\_\_\_

CHEROKEE COUNTY

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

ATLANTA REGIONAL COMMISSION

ATTEST:

\_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
ARC Assistant Secretary

\_\_\_\_\_  
Chair

**DHS - Division Of Aging Services**  
**Area Plan - Provider Service Detail**

SFY: 2014 1<sup>st</sup> Amendment

PSA: Atlanta Region  
 Provider: Cherokee County Board of Commissioners  
 Program: HCBS Caregiver

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
<b>HCBS-Caregiver-Group</b>									
	OAA Title III E-Family Caregiver Support	\$18,967	1.00%	410	\$0.00	36.00	\$0.00	\$46.26	\$526.86
<b>Totals for HCBS-Caregiver-Group:</b>		<b>\$18,967</b>		<b>410</b>		<b>36.00</b>	<b>\$0.00</b>	<b>\$46.26</b>	<b>\$526.86</b>
<b>HCBS-Homemaker-Ind</b>									
	CBS - Respite Care State	\$27,771	1.00%	58	\$25.00	1,111.00	\$27,775.00	\$478.88	\$25.00
<b>Totals for HCBS-Homemaker-Ind:</b>		<b>\$27,771</b>		<b>58</b>		<b>1,111.00</b>	<b>\$27,775.00</b>	<b>\$478.88</b>	
<b>HCBS-Respite Care In-Home-Ind</b>									
	Alzheimer's Program, State	\$12,550	0.39%	17	\$25.00	502.00	\$12,550.00	\$738.24	\$25.00
	OAA Title III E-Family Caregiver Support	\$19,636	0.61%	28	\$25.00	835.00	\$20,875.00	\$745.54	\$25.00
<b>Totals for HCBS-Respite Care In-Home-Ind:</b>		<b>\$32,186</b>		<b>45</b>		<b>1,337.00</b>	<b>\$33,425.00</b>	<b>\$742.78</b>	

**Note:** This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is

**DHS - Division Of Aging Services**  
**Area Plan - Provider Service Detail**

SFY: 2014 1<sup>st</sup> Amendment

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS In-Home

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
HCBS-Homemaker-Ind									
	CBS - HCBS State	\$66,478	1.00%	100	\$25.00	2,660.00	\$66,500.00	\$665.00	\$25.00
	<b>Totals for HCBS-Homemaker-Ind:</b>	<b>\$66,478</b>		<b>100</b>		<b>2,660.00</b>	<b>\$66,500.00</b>	<b>\$665.00</b>	

**Note:** This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is

**DHS - Division Of Aging Services**  
**Area Plan - Provider Service Detail**

SFY: 2014 1<sup>st</sup> Amendment

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Nutrition / Wellness

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
<b>HCBS-Congregate Meals-Ind</b>									
	OAA Title III C1 - Congregate Meals	\$146,261	1.00%	250	\$12.66	11,552.00	\$146,248.32	\$584.99	\$12.66
	Other	\$0	0.00%	0	\$0.00	0.00	\$0.00	\$0.00	\$0.00
<b>Totals for HCBS-Congregate Meals-Ind:</b>		<b>\$146,261</b>		<b>250</b>		<b>11,552.00</b>	<b>\$146,248.32</b>	<b>\$584.99</b>	<b>\$12.66</b>
<b>HCBS-Home Delivered Meals-Ind</b>									
	ACL Nutrition Services Incentive Program (NSIP)	\$22,196	0.07%	25	\$5.57	3,985.00	\$22,196.45	\$887.86	\$5.57
	Income Tax Check-off	\$1,738	0.01%	2	\$5.57	312.00	\$1,737.84	\$868.92	\$5.57
	NSIP - State	\$9,012	0.03%	9	\$5.57	1,617.00	\$9,006.69	\$1,000.74	\$5.57
	OAA Title III C2 - Home Delivered Meals	\$109,900	0.33%	118	\$5.57	19,723.00	\$109,857.11	\$930.99	\$5.57
	Other	\$187,104	0.57%	196	\$5.57	33,578.00	\$187,029.46	\$954.23	\$5.57
<b>Totals for HCBS-Home Delivered Meals-Ind:</b>		<b>\$329,950</b>		<b>350</b>		<b>59,215.00</b>	<b>\$329,827.55</b>	<b>\$942.36</b>	

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units). The Average Cost per Person is

**DHS - Division Of Aging Services**  
**Area Plan - Provider Service Detail**

SFY: 2014 1<sup>st</sup> Amendment

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Service

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
<b>HCBS-Case Management-Ind</b>									
	CBS - HCBS State	\$75,001	0.46%	155	\$0.00	1,035.00	\$0.00	\$483.88	\$72.46
	OAA Title III B - Supportive Services	\$89,445	0.54%	185	\$0.00	1,235.00	\$0.00	\$483.49	\$72.43
	<b>Totals for HCBS-Case Management-Ind:</b>	<b>\$164,446</b>		<b>340</b>		<b>2,270.00</b>	<b>\$0.00</b>	<b>\$483.66</b>	<b>\$72.44</b>
<b>HCBS-Information and Assistance-Group</b>									
	CBS - HCBS State	\$7,773	0.18%	225	\$0.00	328.00	\$0.00	\$34.55	\$23.70
	OAA Title III B - Supportive Services	\$35,221	0.82%	1,348	\$0.00	1,966.00	\$0.00	\$26.13	\$17.92
	<b>Totals for HCBS-Information and Assistance-Group:</b>	<b>\$42,994</b>		<b>1,573</b>		<b>2,294.00</b>	<b>\$0.00</b>	<b>\$27.33</b>	<b>\$18.74</b>
<b>HCBS-Senior Recreation-Group</b>									
	OAA Title III B - Supportive Services	\$6,120	1.00%	333	\$0.00	17.00	\$0.00	\$18.38	\$360.00
	<b>Totals for HCBS-Senior Recreation-Group:</b>	<b>\$6,120</b>		<b>333</b>		<b>17.00</b>	<b>\$0.00</b>	<b>\$18.38</b>	<b>\$360.00</b>
<b>HCBS-Transportation-Ind</b>									
	OAA Title III B - Supportive Services	\$27,531	1.00%	58	\$7.58	3,632.00	\$27,530.56	\$474.66	\$7.58
	<b>Totals for HCBS-Transportation-Ind:</b>	<b>\$27,531</b>		<b>58</b>		<b>3,632.00</b>	<b>\$27,530.56</b>	<b>\$474.66</b>	
<b>HCBS-Transportation-Voucher</b>									
	CBS - HCBS State	\$13,453	0.58%	9	\$26.24	513.00	\$13,461.12	\$1,495.68	\$26.24
	OAA Title III B - Supportive Services	\$9,795	0.42%	6	\$26.24	1,467.00	\$38,494.08	\$6,415.68	\$26.24
	<b>Totals for HCBS-Transportation-Voucher:</b>	<b>\$23,248</b>		<b>15</b>		<b>1,980.00</b>	<b>\$51,955.20</b>	<b>\$3,463.68</b>	

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is

**DHS - Division Of Aging Services**  
**Area Plan - Provider Service Detail**

SFY: 2014 1<sup>st</sup> Amendment

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Service

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
<b>HCBS-Volunteer Develop/Opp/Service-Group</b>									
	OAA Title III B - Supportive Services	\$4,951	1.00%	66	\$0.00	3,938.00	\$0.00	\$75.02	\$1.26
<b>Totals for HCBS-Volunteer Develop/Opp/Service-Group:</b>		<b>\$4,951</b>		<b>66</b>		<b>3,938.00</b>	<b>\$0.00</b>	<b>\$75.02</b>	<b>\$1.26</b>

**Note:** This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is

CHEROKEE COUNTY BOARD OF COMMISSIONERS  
DISTRIBUTION OF RESOURCES  
SFY 2014

SFY 2013 BUDGET	Case Mgmt	I&A Group	Senior Rec	Trans. Ind.	Trans. Voucher	Vol Dev	408AS1 Title III-B	Home-maker	Case Mgmt	I&A Group	Trans. Voucher	408AC1 CBS	Home Del. Meals	408AU1 NSIP	Home Del. Meals	408AU2 NSIP State	Congregate Meals	Home Del. Meals	
<b>UNIT COST REIMBURSEMENT</b>																			
Cost Per Unit of Service				7.68				24.00					5.67		5.57		12.06	5.57	
Proposed Annual Units				9,632				2,560					3,885		1,817		11,362	19,723	
Total Cost				27,531			27,531	62,478				66,478	22,196	22,196	9,012		146,261	109,900	
In Kind																			
<b>Total Cash Unit Costs</b>				27,531			27,531	66,478				66,478	22,196	22,196	9,012		146,261	109,900	
<b>NON-UNIT COST REIMBURSEMENT</b>																			
Salaries and Fringe	69,445	35,221	6,120		7,985	4,951	143,732		72,030	7,773	12,953	63,386							
Star Mileage/Per Diem Reimbursement									2,371				2,371						
Volunteer Mileage/Per Diem Reimbursement																			
Vehicle Gas & Oil																			
Vehicle Insurance																			
Vehicle Maintenance																			
Building Maintenance/Janitorial																			
Rent																			
Utilities																			
Other Building Expense																			
Computer Purchase																			
Computer Supplies					300		300												
Computer Maintenance																			
Other Computer Operations																			
Equipment Maintenance																			
Advertising																			
Copy/Printing																			
Dues/Subscriptions																			
Employee Testing																			
Insurance																			
Office/Paper Supplies					1,500		1,500				600	500							
Postage																			
Site Supplies																			
Telephone & Other Telecommunications																			
Training Expenses																			
Other Supply Expenses																			
Service Contracts																			
Other Meal Costs																			
Audit/Legal Fees																			
Other Operating Expenses																			
Relocated Costs from LCM Spreadsheet																			
Non-Cash Support																			
<b>Total Cash Non Unit Costs</b>	69,445	35,221	6,120		9,785	4,951	146,632		75,001	7,773	13,483	66,227							
<b>TOTAL BUDGET</b>	69,445	35,221	6,120	27,531	9,785	4,951	173,063	66,478	75,001	7,773	13,483	162,705	22,196	22,196	9,012	9,012	146,261	109,900	
<b>FUND SOURCES</b>																			
Federal	70,020	20,036	5,202	20,651	9,795	4,208	143,023						22,196	22,196			120,496	87,049	
State Match	4,471	1,781	306	1,227	400	248	6,413										7,080	5,120	
Local Match																			
Cash	8,045	3,522	812	2,453	800	495	16,827										14,178	10,240	
Non-cash																			
State								65,864	75,001	7,773	13,483	162,001			9,012	9,012			
Voluntary Client Contributions					1,800		1,800	600				600						4,500	7,500
Client Cost Share Revenue				3,000			3,000												
Fees/Private Pay																			
County								14				14							
<b>Total of All Fund Sources</b>	69,445	35,221	6,120	27,531	9,785	4,951	173,063	66,478	75,001	7,773	13,483	162,705	22,196	22,196	9,012	9,012	146,261	109,900	

CHEROKEE COUNTY BOARD OF COMMISSIONERS  
DISTRIBUTION OF RESOURCES  
SFY 2014

SFY 2013 BUDGET	406AS4 Title III-C	Caregiver Group	In-Home Respite	406AS3 Title III-E	In-Home Respite	406AA2 ALZ State	Home Del. Meals	406AT1 ITCK	Home- maker	406AC6 CBS Respite	Home- maker	Home Del. Meals	Trans. Ind.	206DCT Care Transitions	Total
<b>UNIT COST REIMBURSEMENT</b>															
Cost Per Unit of Service			25.00		25.00		5.57		25.00		25.00	5.57	7.98		
Processed Annual Units	31,276		785		822	802	312		1,141		43	358	122		
Total Cost	256,161		19,638		12,550	12,550	1,738		27,771		1,000	2,000	1,000	4,000	427,437
In Kind															
Total Cash Unit Costs	256,161		19,638	19,638	12,550	12,550	1,738	1,738	27,771	27,771	1,000	2,000	1,000	4,000	447,073
<b>NON-UNIT COST REIMBURSEMENT</b>															
Salaries and Fringe		8,436		8,436											245,523
Staff Mileage/Per Diem Reimbursement															2,371
Volunteer Mileage/Per Diem Reimbursement															
Vehicle Gas & Oil															
Vehicle Insurance															
Vehicle Maintenance															
Building Maintenance/Janitorial															
Rent															
Utilities															
Other Building Expense															
Computer Purchase															
Computer Supplies															300
Computer Maintenance															
Other Computer Operations															
Equipment Maintenance															
Advertising															
Copy/Printing															
Dues/Subscriptions		200		200											200
Employee Testing															
Insurance															
Office/Paper Supplies		3,000		3,000											6,000
Postage		1,000		1,000											1,000
Site Supplies															
Telephone & Other Telecommunications															
Traveling Expenses		400		400											400
Other Supply Expenses		2,500		2,500											2,500
Service Contracts															
Other Meal Costs															
Audit/Legal Fees															
Other Operating Expenses															
Reallocated Costs from UCM Sprongshot		3,432		3,432											3,432
Non-Cash Support															
Total Cash Non Unit Costs		15,967		15,967											260,728
<b>TOTAL BUDGET</b>	<b>256,161</b>	<b>15,967</b>	<b>19,638</b>	<b>35,603</b>	<b>12,550</b>	<b>12,550</b>	<b>1,738</b>	<b>1,738</b>	<b>27,771</b>	<b>27,771</b>	<b>1,000</b>	<b>2,000</b>	<b>1,000</b>	<b>4,000</b>	<b>707,769</b>
<b>FUND SOURCES</b>															
Federal	207,536	14,225	14,727	28,952							1,000	2,000	1,000	4,000	409,707
State Match	12,208	2,045	2,045	5,700											26,412
Local Match															
Cash	24,416	1,997	1,064	3,861											45,104
Non-cash															
State					12,649	12,649	1,738	1,738	27,780	27,780					215,180
Voluntary Client Contributions	12,000														14,400
Client Cost Share Revenue					1	1									3,001
Fees/Private Pay															
County									11	11					28
Total of All Fund Sources	256,161	15,967	19,638	38,603	12,550	12,550	1,738	1,738	27,771	27,771	1,000	2,000	1,000	4,000	707,769





### Cherokee County, Georgia Agenda Request

SUBJECT: Oakmont Drive Pipe Replacement Project MEETING DATE: October 15, 2013

SUBMITTED BY: Geoffrey E. Morton, Public Works Agency Director

**COMMISSION ACTION REQUESTED:**

Consider approval of proposal from Strack, Inc., for construction of a pipe culvert replacement on Oakmont Drive in the amount of \$68,400.00.

**FACTS AND ISSUES:**

The existing pipe culvert on Oakmont Drive is in need of replacement as a result of its deteriorated condition. In addition it is undersized. In order to limit the disturbance to the surrounding areas and the existing roadway, the Engineering Department and the Roads & Bridges Department determined that the most economical way to replace this pipe was to bore a new pipe in a new location.

Bids were requested for the pipe boring contract, only one bidder responded. It is determined that the price bid is reasonable for the amount of work involved with the project.

**BUDGET:**

Budgeted Amount:	\$200,000.00	Account Name: Storm Drainage Improvements
Amount Encumbered:	\$ 0.00	Account #: 64008
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 68,400.00	
Remaining Budget:	\$131,600.00	

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

Contract: Yes  No  Ordinance/Resolution: Yes  No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

**ADMINISTRATIVE RECOMMENDATION:**

Approval of proposal from Strack, Inc., for construction of a pipe culvert replacement on Oakmont Drive in the amount of \$68,400.00

**REVIEWED BY:**

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

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

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







Cherokee County  
Board of Commissioners

Department of Transportation  
1130 Bluffs Parkway  
Canton, Georgia 30114

Bid Documents

Oakmont Drive Pipe Replacement Project  
PR 621-1 (057), Cherokee County

BID NO.: 2013-61

BID DATE: SEPTEMBER 12, 2013

PROJECT: OAKMONT DRIVE PIPE REPLACEMENT, PR-621-1 (057), CHEROKEE  
COUNTY

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CONTRACT TIME .....LIQUIDATED DAMAGES

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120 CALENDAR DAYS.....AS PER SECTION 108.08 of  
the Georgia Department of Transportation Standard Specifications.

# Section One

## Bid Documents

# Bid Proposal

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Noncollusion Affidavit of Prime Bidder	Page 13
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# Notice to Contractors

**BID NO.: 2013-61**

The Cherokee County Roadway Capital Program Management Division is requesting bids for the following project: Oakmont Drive Pipe Replacement; PR-621-1(057), Cherokee County, as per current Georgia DOT Standards and Specifications. Bidders must be unconditionally qualified prospective bidders in accordance with Chapter 672-5 of the Rules of the Georgia Department of Transportation.

If your company is interested in submitting a bid for this project, please provide three (3) copies of your bid in a sealed envelope (Entire Bid Document) of sufficient size with the following clearly typed or printed on the outside.

**Contract Time: 120 Calendar Days      Proposal Guarantee: 5 %**

1. Company Name
2. Project Number
3. Bid Number
4. Date and Hour of Opening
5. Georgia Department of Transportation Prequalified Contractor Number

Sealed bids will be received by The Board of Commissioners of Cherokee County, Georgia, in the Office of Procurement & Risk Management, Upper Level, 1130 Bluffs Parkway, Canton, Georgia 30114, until 9:50 a.m. local time Thursday, September 12, 2013. At 10:30 a.m. local time on the above date, the bids will be publicly opened and read aloud.

Any inquiries concerning this bid should be made in writing to Geoffrey E. Morton, P.E., County Engineer, Office of Roadway Capital Program Management, 1130 Bluffs Parkway, Canton, Georgia 30114. The deadline for making inquiries is 5:00 p.m., Wednesday, September 4, 2013. Cherokee County shall inform all bidders of its response to any inquiries that may lead to the issuance of an addendum.

The work to be done consists of the furnishing of all material, labor and equipment for the following project:

**Oakmont Drive Pipe Replacement Project; PR-621-1(057), Cherokee County**

The bidder is required to submit only the Bid Proposal, which includes:

1. Completed Bid Proposal Form
2. Bid Bond or Certified Check
3. Completed Schedule of Items (Sign each page)
4. Noncollusion Affidavit of Prime Bidder

All work performed for this project will be in accordance with Georgia Department of Transportation Standard Specifications For Construction of Roads and Bridges, latest edition.

The Bidder shall be responsible for performing at least 60 percent of the work in this contract. The Bidder shall not sub-contract, transfer, assign or otherwise dispose of the contract or any portion thereof, without the written consent of the County. The Cherokee County Board of Commissioners reserves the right to reject all bids and waive formalities. Any claims for cost incurred by any Bidder in preparation of any part of or total package for this project will not be considered for reimbursement by Cherokee County.

The Bidding Documents consist of the following, including all addenda issued therewith and forms referenced therein, in addition to the plans:

- Notice to Contractors
- Bid Proposal
- Completed Schedule of Items
- Noncollusion Affidavit of Prime Bidder
- Sample Contract
- General Conditions
- Special Conditions

Geoffrey E. Morton, P.E.  
County Engineer  
August 13, 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 and doing business as \_\_\_\_\_.

TO: Cherokee County  
(Hereinafter called "County")

Gentlemen:

The Bidder in compliance with your Notice to contractors and all Bidding Documents for the **Oakmont Drive Pipe Replacement Project; PR-621-1(057), Cherokee County**, contract, having examined the plans and specifications with related documents and the site of other 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, on the form provided by Cherokee County, 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 agrees to provide payment and performance bonds on the forms provided by Cherokee County and in conformance with applicable Georgia law. Any such bonds shall be subject to review and approval of the County Attorney.

Bidder, if successful, prior to commencement of the work shall execute a written oath as required by O.C.G.A. §§ 32-4-122 and 36-91-21(e).

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 of the Georgia Department of Transportation Standard Specifications, 2001 Edition. .

Bid Proposal, page 2 of 3

Bidder acknowledges receipt of the following addenda:

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The undersigned Bidder further agrees that in case of failure on his part to execute said contract and bonds, 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 not as a penalty, but as liquidated damages because actual damages would be difficult or impossible to determine; 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.

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

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**Bid Proposal, page 3 of 3**

**Cherokee County, Georgia**

Signed, sealed, and dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2013.

**Bidder:**

**(Company Name)**

**By:**

**Title:**

**Mailing Address:**

**BID BOND**

**CHEROKEE COUNTY, GEORGIA**

BIDDER (Name and Address):

\_\_\_\_\_

SURETY (Name and Address of Principal Place of Business):

\_\_\_\_\_

OWNER (hereinafter referred to as the "County" (Name and Address):

Cherokee County, Georgia  
Purchasing Office  
1130 Bluffs Parkway  
Canton, Georgia 30114

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

\_\_\_\_\_

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: \_\_\_\_\_  
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the County, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

\_\_\_\_\_(Seal)  
Bidder's Name and Corporate Seal

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title:

By: \_\_\_\_\_  
Signature and Title:  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title:

Attest: \_\_\_\_\_  
Signature and Title:

- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
  - (2) Any singular reference to Bidder, Surety, the County or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 The County accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or

3.2 All Bids are rejected by the County; or

3.3 The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the County, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the County and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail,

return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )

)ss.

County of \_\_\_\_\_ )

\_\_\_\_\_, 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;

(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

Title

Subscribed and Sworn to before me  
this \_\_\_\_ Day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
(SEAL)

# BID ITEMS

ITEM	ITEM		PLAN	UNIT	CONTRACT
NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
150-1000	TRAFFIC CONTROL	LS	1	\$	\$
161-1000	EROSION CONTROL *	LS	1	\$	\$
615-1100*	JACK OR BORE PIPE, STEEL, 30 INCH, 3/8 THICKNESS, ASTM A 139, GRADE B OR EQUIVALENT	LF	126	\$	\$
500-3800	CLASS A CONCRETE, INCL REINF STEEL (GDOT STD 1125)	CY	5	\$	\$
				<b>TOTAL</b>	\$

## Project Specifics

1. It is the contractor's responsibility for coordination of utilities.
2. All borrow or waste pits are the contractor's responsibility.
3. All existing pipe that is to be abandoned and left in place shall be filled throughout its entire length with Class "B" Concrete. The cost of the Class "B" Concrete used for this purpose shall be included in the price bid for other items.
4. Proper State of Georgia erosion control guidelines and measures are to be followed during construction.
5. All BMP's required or needed to maintain the project, final dressing and permanent grassing shall be included in the cost for Lump Sum Erosion Control.
6. Road to be open to traffic during construction.
7. All disturbed areas are to be hydro-seeded and mulched per GDOT specifications and cost to be included in Erosion Control – Lump Sum.
8. All material from the boring operation shall be disposed of daily and not allowed to be left on the site.
9. All incidental items to be included in the overall cost of the pipe.
10. Steel Pipe material to meet the attached requirements for steel pipe.
11. Inlet and Outlet Headwalls GDOT STD 1125 required.

## Steel Pipe Requirements

**B. Steel Pipe:** Steel pipe for culverts or casing shall be new and meet the requirements of ASTM A 139, Grade B; ASTM A 252, Grade 2; or ASTM A 53, Grade B. Hydrostatic test should be waived for non-pressure applications and can be designated as (no hydro).

Joints shall comply with American Welding Society Code. Fully weld all joints with full penetrating weld, including joints of casing pipes laid in open pipe trenches.

Upon approval of the Engineer, connecting adjacent pieces of steel pipe during installation may be achieved by a CNC machined integral press fit connection such as Permalok, or approved equal, as long as loading and installation design criteria are met. The press fit connection of the pipe shall be installed in accordance with the pipe manufacturer's recommendation.

Casing Pipe Minimum Wall Thickness:

NOMINAL DIAMETER INCHES (mm)	WALL THICKNESS, MINIMUM INCHES (mm)	
	UNDER HIGHWAY	UNDER RAILROAD
6 thru 14 (150 thru	0.188 (4.78)	0.25000 (6.35)
16 (405)	0.188 (4.78)	0.28125 (7.14)
18 (450)	0.25 (6.35)	0.31250 (7.94)
20 (510)	0.25 (6.35)	0.34375 (8.73)
22 (560)	0.25 (6.35)	0.34375 (8.73)
24 (600)	0.281 (7.14)	0.37500 (9.53)
26 (660)	0.281 (7.14)	0.40625 (10.32)
28 (710)	0.312 (7.92)	0.43750 (11.11)
30 (750)	0.312 (7.92)	0.46875 (11.91)
32 (815)	0.312 (7.92)	0.50000 (12.70)
34 (865)	0.312 (7.92)	0.53125 (13.49)
36 (900)	0.344 (8.74)	0.53125 (13.49)
38 (965)	0.344 (8.74)	0.56250 (14.29)

THIS PROJECT INVOLVES THE INSTALLATION OF A 30" PIPE UNDERNEATH OAKMONT DRIVE USING A JACK AND BORE METHOD.

BORING PLATFORM SHALL BE SIZED BASED UPON THE SIZE OF THE BORING RIG SO AS TO PROVIDE 4' CLEARANCE ON ALL SIDES OF THE RIG.

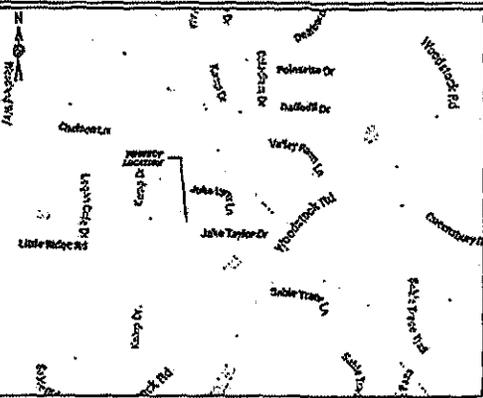
BORING PLATFORM SHALL CONSIST OF PLYWOOD OR TIRES SO AS TO MINIMIZE DISTURBANCE IN THE STREAM BUFFER.

ONCE BORING RIG IS IN PLACE, MAT BALES SHALL BE PLACED AROUND THE PERIMETER OF THE PLATFORM AS SHOWN BELOW.

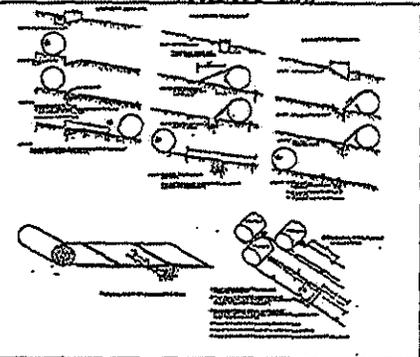
THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE MEASURES SHOWN ON THIS PLAN DO NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

ALL AREAS OF DISTURBANCE SHALL BE RESTORED UPON COMPLETION OF THE PIPE INSTALLATION.



VICINITY MAP



TAX MAP 21N12D PARCEL 042  
N./F.  
THE HARPAGON COMPANY, LLC  
(DEED BOOK 9158, PAGE 271)  
(PLAT BOOK 27, PAGE 14)

TAX MAP 21N12D PARCEL 043  
N./F.  
ALLISON BRYANT  
(DEED BOOK 15232, PAGE 362)  
(PLAT BOOK 27, PAGE 185)

TAX MAP 21N12D PARCEL 044  
N./F.  
TREVOR J. DEGG  
(DEED BOOK 5851, PAGE 166)

TEMPORARY CONSTRUCTION EASEMENT: 2722 SF

ACCESS PATH

ABANDON EXISTING PIPE BORING PLATFORM

20' DRAINAGE EASEMENT: 181 SF

TAX MAP 21N12D PARCEL 041  
N./F.  
JUDY C. WOODS & DANIEL CHAMBERLIN  
(DEED BOOK 2140, PAGE 334)  
(PLAT BOOK 8, PAGE 205)

40' TEMPORARY CONSTRUCTION EASEMENT: 2498 SF

20' DRAINAGE EASEMENT: 1079 SF

PROPOSED DOWNSTREAM INVERT 1008.00 WITH CONCRETE HEADWALL

ASPHALT +1037.75 +1036.85 +1037.15

OAKMONT DRIVE 50' R/W

(INACCESSIBLE)

INVERT 6' 1028.28

40' TEMPORARY CONSTRUCTION EASEMENT: 607 SF

20' DRAINAGE EASEMENT: 649 SF

PROPOSED 126 L.F. OF 30" C.M.P. PIPE

PROPOSED UPSTREAM INVERT 1018.00 WITH CONCRETE HEADWALL

CENTERLINE OF STREAM

TAX MAP 21N12D PARCEL 040  
N./F.  
JUDY C. WOODS & DANIEL CHAMBERLIN  
(DEED BOOK 2140, PAGE 334)  
(PLAT BOOK 8, PAGE 205)

TAX MAP 21N12D PARCEL 039  
N./F.  
ALLEN SINGLETON & CYNTHIA SINGLETON  
(DEED BOOK 5510, PAGE 317)  
(PLAT BOOK 8, PAGE 206)



SHEET		REVISIONS REQUESTED BY:	
1		DATE:	REVISIONS:
		JUNE 2023	PLAN COMPLETE
OAKMONT DRIVE PIPE REPLACEMENT EASEMENT PLAN			
CHEROKEE COUNTY CAPITAL PROGRAM 1150 BLUFFS PARKWAY CANTON, GEORGIA 30144			





## Cherokee County, Georgia Agenda Request

---

SUBJECT: Stone Contract for FY14

MEETING DATE:

10/15/2013

SUBMITTED BY: Cliff Harden, Director Roads and Bridges

---

**COMMISSION ACTION REQUESTED:**

Consider authorizing annual stone purchases from both bidders, Vulcan Materials and Bluegrass Materials.

---

**FACTS AND ISSUES:**

RFB# 2013-58 Stone was advertised on July 16, 2013 for the annual stone purchases needed by the Roads and Bridges Department. There are only two (2) local companies which provide stone – Vulcan Materials and Bluegrass Materials (formerly LaFarge Aggregates). On July 31, 2013 both companies provided pricing as outlined in the attached Bid Tab. Vulcan Materials quoted prices from its various local quarries in Cherokee, Bartow and Kennesaw. Bluegrass Materials quoted prices from its local quarry in Ball Ground. Additionally, both companies provided quotes for trucking prices of their materials to a job site in Cherokee County. Both companies pricing increased from a low of \$0.50/Ton to a high of \$1.00/Ton from last year's pricing. This increase was expected by the Department and represents an overall 7% increase from current prices.

Material will be ordered from the lowest overall-priced supplier depending on how much material is needed for a specific project and where that project is within the County. Total Stone expenditure for FY2011 was \$95,676; total expenditure for FY2012 was \$96,539 (annualized \$128,717); total expenditure (through first week of September) for FY2013 is \$178,244.

---

**BUDGET:**

Budgeted Amount:	\$	Account Name: General Supplies - Stone
Amount Encumbered:	\$	Account #: 531145-STONE
Amount Spent to Date:	\$	
Amount Requested:	\$	
Remaining Budget:	\$	

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

Contract: Yes  No  Ordinance/Resolution: Yes  No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

---

**ADMINISTRATIVE RECOMMENDATION:**

Authorize annual stone purchases from both bidders, Vulcan Materials and Bluegrass Materials.

---

**REVIEWED BY:**

DEPARTMENT HEAD:

*Cliff Harden*

AGENCY DIRECTOR:

*[Signature]*

COUNTY MANAGER:

*[Signature]*

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB 2013-58: STONE  
 BID TAB

Stone Type	Quantity (Tons)	VULCAN						BLUE GRASS	
		CHEROKEE QUARRY	FOB TRUCK	BARTOW QUARRY	FOB TRUCK	KENNESAW QUARRY	FOB TRUCK	BALL GROUND QUARRY	FOB TRUCK
Manufactured Sand	0 - 1,000	13.00	18.00	-	-	13.00	18.00	21.70	27.70
# 89 Stone (Washed)	0 - 1,000	14.50	19.50	14.50	19.50	-	-	11.50	17.50
# 57 Stone (Washed)	0 - 1,000	14.50	19.50	14.50	19.50	14.50	19.50	15.75	21.75
# 57 Stone (Unwashed)	0 - 1,000	-	-	-	-	-	-	15.25	21.25
# 34 Stone	0 - 1,000	13.50	18.50	-	-	13.50	18.50	-	-
# 3 Stone	0 - 1,000	-	-	13.50	18.50	-	-	14.75	20.75
# 4 Stone	0 - 1,000	-	-	-	-	-	-	14.75	20.75
# 5 Stone	0 - 1,000	-	-	-	-	-	-	16.00	22.00
# 7 Stone	0 - 1,000	14.50	19.50	14.50	19.50	14.50	19.50	24.00	30.00
Type I Rip Rap	0 - 5,000	17.50	27.50	17.50	27.50	17.50	27.50	22.75	32.75
Type II Rip Rap	0 - 5,000	-	-	-	-	-	-	-	-
Type III Rip Rap (Jetty Stone)	0 - 10,000	17.50	23.50	17.50	23.50	17.50	23.50	19.50	26.50
Shot Rock	0 - 1,000	15.00	25.00	15.00	25.00	15.00	25.00	26.15	32.15
GAB (Graded Aggr. Base)	0 - 40,000	11.25	16.25	11.25	16.25	11.25	16.25	11.50	17.50
Type II Stabilizer (Crush'Run)	0 - 10,000	11.25	16.25	11.25	16.25	11.25	16.25	11.50	17.50

INDIVIDUAL ORDERS WILL BE PLACED BASED ON:

- 1) MATERIAL NEEDED (STONE TYPE AND QTY)
- 2) PROJECT SITE LOCATION

VULCAN SERVES EAST, SOUTH AND WEST SIDES OF COUNTY  
 BLUEGRASS SERVES NORTH SIDE OF COUNTY

**APPENDIX "A"**

**RFB 2013-58: STONE**

***BID ACKNOWLEDGEMENT FORM***  
***BID DUE DATE/TIME: JULY 31, 2013 BY 2:00PM EST***

I hereby acknowledge that I, as the Bidder:

- a) Have read and understand fully the requirements of this RFB; and
- b) Confirm the pricing, services and products in my Bid meet the minimum requirements and specifications of this RFB; and
- c) Am duly authorized to execute and submit this Bid.

Name of Company: Vulcan Materials Company

Address: One Glenlake Pkwy, Suite 600

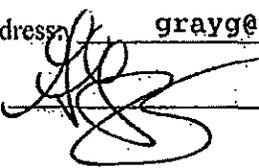
City: Atlanta State: GA Zip: 30328

Representative: Gary Gray  
(printed name)

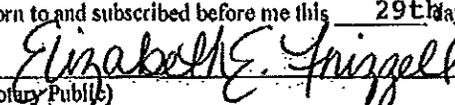
Title: Manager, Transportation Services

Telephone: (770) 454-3659 Fax: (770) 454-3695

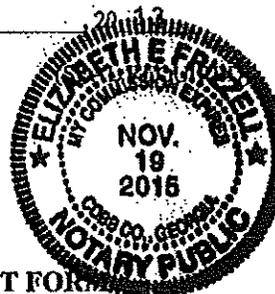
E-Mail Address: grayg@vmcmail.com

Signature:  Date: 7/29/2013

Sworn to and subscribed before me this 29<sup>th</sup> day of July

  
(Notary Public)

My Commission Expires: 11/19/2015



\* END BID ACKNOWLEDGEMENT FORM

**APPENDIX "B"**

**RFB 2013-58: STONE**

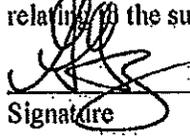
***NON-COLLUSION AFFIDAVIT***

I state that I am authorized to make this AFFIDAVIT on behalf of my company, and its owners, directors and officers and I further state that:

1. The price(s) shown in this Bid/Proposal has/have been arrived at independently and without consultation, communication or agreement with any other contractor, responder or potential responder to the Request for Bids (RFB)/Request for Proposals (RFP); and
2. Neither the price(s) nor the amount of the Bid/Proposal, and neither the approximate budgets nor approximate amounts in this Bid/Proposal, have been disclosed to any other company or person who is a responder or potential responder to this RFP, and they will not be disclosed before the Bid/Proposal opening; and
3. No attempt has been made or will be made to induce any company or person to refrain from responding to this RFB/RFP, or to induce them to submit a budget that is higher than the budget in this Bid/Proposal, or to submit any intentionally high or noncompetitive Bid/Proposal or other form of nonresponsive Bid/Proposal; and
4. The price(s), proposal and budget prepared are made in good faith and not pursuant to any agreement, discussion with or inducement from any agency, company or person to submit a complementary or other noncompetitive Bid/Proposal.

I state that Vulcan Materials Company understands and acknowledges that  
(Name of Company)

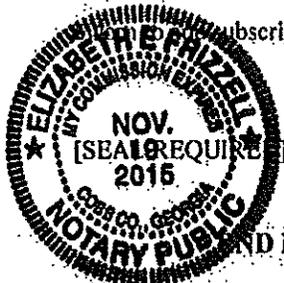
the above representations are material and important, and will be relied on by the Cherokee County Board of Commissioners (CCBOC) in awarding the contract(s) for which this Bid/Proposal is submitted. I understand, and my company understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from CCBOC of the true facts relating to the submission of Bids/Proposals for this contract.

  
Signature

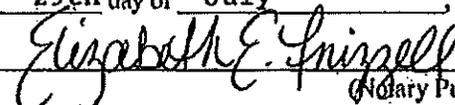
7/29/2013  
Date

Gary Gray  
Printed Name

Manager, Transportation Services  
Title



subscribed before me this 29th day of July, 2013

  
Notary Public

My Commission Expires: 11/19/2015

ND NON-COLLUSION AFFIDAVIT \*

**APPENDIX "C"**

**RFB 2013-58: STONE**

**CERTIFICATION OF REVIEW AND ACCEPTANCE OF AGREEMENT**

BIDDER'S NAME: Vulcan Materials Company

THE UNDERSIGNED CERTIFIES, in preparing my Bid for this Project, that I have read the referenced PROFESSIONAL SERVICES AGREEMENT between Cherokee County and the Contractor and all required other exhibits, attachments and supporting documents, and that my legal advisor and insurance carrier representatives have also read the Agreement. Therefore, I hereby make the following sworn statement:

**CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:**

I and my legal advisor and insurance carrier representatives have read, understand and accept all the terms and conditions of the Agreement, and if awarded this Project I will promptly execute and furnish all required statements, exhibits and certification of insurance coverage within ten (10) calendar days.

**OR**

           I and my legal advisor and insurance carrier representatives have read and understand all the terms and conditions of the Agreement, **BUT HAVE NOTED THE FOLLOWING EXCEPTIONS AND/OR QUALIFICATIONS:**

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

*Proposers may provide additional sheets written on their own letterhead to supplement this page, if necessary.*

THE UNDERSIGNED FURTHER UNDERSTANDS AND ACCEPTS that such submitted exceptions and/or qualifications may cause Cherokee County to determine the Bid to be non-responsive and the Consultant to be non-responsible, and that the County may fully reject the Bid and select another Consultant based upon the noted or described exceptions and/or qualifications hereto. Such a determination by Cherokee County shall not be a cause of action by the Consultant against Cherokee County.

I CERTIFY that the above information is true and correct and is applicable to the Bid for this Project.

Signed:  (SEAL, REQUIRED IF CORPORATION)

**THIS FORM TO BE NOTARIZED.**

This 29<sup>th</sup> day of July, 2013.

NOTARY AND WITNESS: County of Cobb Georgia

Notary Public: Elizabeth E. Grizzell



**APPENDIX "E"****RFB 2013-58: STONE****BID FORM**

Bidder Name:

VULCAN MATERIALS

Quarry\*:

CHEROKEE

Stone Type	Quantity	FOB Quarry (see above for location)		Truck Delivery (from Quarry*)	
		Group I	Group II	Group I	Group II
Manufactured Sand	0-1,000 Tons		13.00		18.00
# 89 Stone (Washed)	0-1,000 Tons		14.50		19.50
# 57 Stone (Washed)	0-1,000 Tons		14.50		19.50
# 57 Stone (Unwashed)	0-1,000 Tons		—		—
# 34 Stone	0-1,000 Tons		13.50		18.50
# 3 Stone	0-1,000 Tons		—		—
# 4 Stone	0-1,000 Tons		—		—
# 5 Stone	0-1,000 Tons		—		—
# 7 Stone	0-1,000 Tons		14.50		19.50
Type I Rip Rap	0-5,000 Tons		17.50		27.50
Type II Rip Rap	0-5,000 Tons		—		—
Type III Rip Rap (Jelly Stone)	0-10,000 Tons		17.50		23.50
Shot Rock	0-1,000 Tons		15.00		25.00
GAB (Graded Aggr. Base)	0-40,000 Tons		11.25		16.25
Type II Stabilizer (Crush'Run)	0-10,000 Tons		11.25		16.25

*\*A separate Bid Form must be submitted for each Quarry (that may serve Cherokee County) quoted and should contain the Truck Delivery Price from that Quarry.*

**APPENDIX "E"****RFB 2013-58: STONE****BID FORM**

Bidder Name:

VULCAN MATERIALS

Quarry\*:

BARTON

Stone Type	Quantity	FOB Quarry (see above for location)		Truck Delivery (from Quarry*)	
		Group I	Group II	Group I	Group II
Manufactured Sand	0-1,000 Tons		—		—
# 89 Stone (Washed)	0-1,000 Tons		14.50		19.50
# 57 Stone (Washed)	0-1,000 Tons		14.50		19.50
# 57 Stone (Unwashed)	0-1,000 Tons		—		—
# 34 Stone	0-1,000 Tons		—		—
# 3 Stone	0-1,000 Tons		13.50		18.50
# 4 Stone	0-1,000 Tons		—		—
# 5 Stone	0-1,000 Tons		—		—
# 7 Stone	0-1,000 Tons		14.50		19.50
Type I Rip Rap	0-5,000 Tons		17.50		27.50
Type II Rip Rap	0-5,000 Tons		—		—
Type III Rip Rap (Jetty Stone)	0-10,000 Tons		17.50		23.50
Shot Rock	0-1,000 Tons		15. <sup>00</sup>		25. <sup>00</sup>
GAB (Graded Aggr. Base)	0-40,000 Tons		11.25		16.25
Type II Stabilizer (Crush'Run)	0-10,000 Tons		11.25		16.25

*\*A separate Bid Form must be submitted for each Quarry (that may serve Cherokee County) quoted and should contain the Truck Delivery Price from that Quarry.*

**APPENDIX "E"****RFB 2013-58: STONE****BID FORM**

Bidder Name: VULCAN MATERIALS  
 Quarry\*: KENNESAW

Stone Type	Quantity	FOB Quarry (see above for location)		Truck Delivery (from Quarry*)	
		Group I	Group II	Group I	Group II
Manufactured Sand	0-1,000 Tons		13.00		18.00
# 89 Stone (Washed)	0-1,000 Tons		—		—
# 57 Stone (Washed)	0-1,000 Tons		14.50		19.50
# 57 Stone (Unwashed)	0-1,000 Tons		—		—
# 34 Stone	0-1,000 Tons		13.50		18.50
# 3 Stone	0-1,000 Tons		—		—
# 4 Stone	0-1,000 Tons		—		—
# 5 Stone	0-1,000 Tons		—		—
# 7 Stone	0-1,000 Tons		14.50		19.50
Type I Rip Rap	0-5,000 Tons		17.50		27.50
Type II Rip Rap	0-5,000 Tons		—		—
Type III Rip Rap (Jelly Stone)	0-10,000 Tons		17.50		23.50
Shot Rock	0-1,000 Tons		15.00		25.00
GAB (Graded Aggr. Base)	0-40,000 Tons		11.25		16.25
Type II Stabilizer (Crush'Run)	0-10,000 Tons		11.25		16.25

*\*A separate Bid Form must be submitted for each Quarry (that may serve Cherokee County) quoted and should contain the Truck Delivery Price from that Quarry.*

**APPENDIX "A"**

**RFB 2013-58: STONE**

**BID ACKNOWLEDGEMENT FORM  
BID DUE DATE/TIME: JULY 31, 2013 BY 2:00PM EST**

I hereby acknowledge that I, as the Bidder:

- a) Have read and understand fully the requirements of this RFB; and
- b) Confirm the pricing, services and products in my Bid meet the minimum requirements and specifications of this RFB; and
- c) Am duly authorized to execute and submit this Bid.

Name of Company: Bluegrass Materials  
 Address: 2015 Ronald Reagan Blvd  
 City: Cumming State: GA Zip: 30041  
 Representative: Pam Provost  
(printed name)  
 Title: Sales Rep  
 Telephone: 770-652-9731 Fax: 678-456-8831  
 E-Mail Address: pprovost@bluegrassmaterials.com  
 Signature: *Pam Provost* Date: 7-25-13

Sworn to and subscribed before me this 25<sup>th</sup> day of July, 2013

*Brenda Lovett*  
(Notary Public)

(SEAL REQUIRED)

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

**BRENDA LOVETT  
NOTARY PUBLIC  
BARTOW COUNTY, GEORGIA  
MY COMMISSION EXPIRES NOVEMBER 4, 2016**

**\* END BID ACKNOWLEDGEMENT FORM \***

**APPENDIX "B"**

**RFB 2013-58: STONE**

**NON-COLLUSION AFFIDAVIT**

I state that I am authorized to make this AFFIDAVIT on behalf of my company, and its owners, directors and officers and I further state that:

1. The price(s) shown in this Bid/Proposal has/have been arrived at independently and without consultation, communication or agreement with any other contractor, responder or potential responder to the Request for Bids (RFB)/Request for Proposals (RFP); and
2. Neither the price(s) nor the amount of the Bid/Proposal, and neither the approximate budgets nor approximate amounts in this Bid/Proposal, have been disclosed to any other company or person who is a responder or potential responder to this RFP, and they will not be disclosed before the Bid/Proposal opening; and
3. No attempt has been made or will be made to induce any company or person to refrain from responding to this RFB/RFP, or to induce them to submit a budget that is higher than the budget in this Bid/Proposal, or to submit any intentionally high or noncompetitive Bid/Proposal or other form of nonresponsive Bid/Proposal; and
4. The price(s), proposal and budget prepared are made in good faith and not pursuant to any agreement, discussion with or inducement from any agency, company or person to submit a complementary or other noncompetitive Bid/Proposal.

I state that Bluegrass Materials understands and acknowledges that  
(Name of Company)

the above representations are material and important, and will be relied on by the Cherokee County Board of Commissioners (CCBOC) in awarding the contract(s) for which this Bid/Proposal is submitted. I understand, and my company understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from CCBOC of the true facts relating to the submission of Bids/Proposals for this contract.

Pam Provost  
Signature

7-25-13  
Date

Pam Provost  
Printed Name

Sales Rep  
Title

Sworn to and subscribed before me this 25<sup>th</sup> day of July, 2013

Brenda Lovett  
(Notary Public)

[SEAL REQUIRED]

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

**\* END NON-COLLUSION AFFIDAVIT \***

BRENDA LOVETT  
NOTARY PUBLIC  
BARTOW COUNTY, GEORGIA  
MY COMMISSION EXPIRES NOVEMBER 4, 2016

**APPENDIX "C"**

**RFB 2013-58: STONE**

**CERTIFICATION OF REVIEW AND ACCEPTANCE OF AGREEMENT**

BIDDER'S NAME: Bluegrass Materials

THE UNDERSIGNED CERTIFIES, in preparing my Bid for this Project, that I have read the referenced PROFESSIONAL SERVICES AGREEMENT between Cherokee County and the Contractor and all required other exhibits, attachments and supporting documents, and that my legal advisor and insurance carrier representatives have also read the Agreement. Therefore, I hereby make the following sworn statement:

**CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:**

I and my legal advisor and insurance carrier representatives have read, understand and accept all the terms and conditions of the Agreement, and if awarded this Project I will promptly execute and furnish all required statements, exhibits and certification of insurance coverage within ten (10) calendar days.

**OR**

I and my legal advisor and insurance carrier representatives have read and understand all the terms and conditions of the Agreement, **BUT HAVE NOTED THE FOLLOWING EXCEPTIONS AND/OR QUALIFICATIONS:**

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

*Proposers may provide additional sheets written on their own letterhead to supplement this page, if necessary.*

THE UNDERSIGNED FURTHER UNDERSTANDS AND ACCEPTS that such submitted exceptions and/or qualifications may cause Cherokee County to determine the Bid to be non-responsive and the Consultant to be non-responsible, and that the County may fully reject the Bid and select another Consultant based upon the noted or described exceptions and/or qualifications hereto. Such a determination by Cherokee County shall not be a cause of action by the Consultant against Cherokee County.

I CERTIFY that the above information is true and correct and is applicable to the Bid for this Project.

Signed: Pam Lovett (SEAL, REQUIRED IF CORPORATION)

**THIS FORM TO BE NOTARIZED.**

This 25<sup>th</sup> day of July, 2013.

NOTARY AND WITNESS: County of Bartow State of Ga

Notary Public: Brenda Lovett (SEAL, REQUIRED)  
BRENDA LOVETT  
NOTARY PUBLIC

BARTOW COUNTY, GEORGIA  
MY COMMISSION EXPIRES NOVEMBER 4, 2016

**APPENDIX "E"****RFB 2013-58: STONE****BID FORM**

Bidder Name:

Bluegrass Materials

Quarry\*:

Ballground

Stone Type	Quantity	FOB Quarry (see above for location)		Truck Delivery (from Quarry*)	
		Group I	Group II	Group I	Group II
Manufactured Sand	0-1,000 Tons	21.70		27.70	
# 89 Stone (Washed)	0-1,000 Tons	11.50		17.50	
# 57 Stone (Washed)	0-1,000 Tons	15.75		21.75	
# 57 Stone (Unwashed)	0-1,000 Tons	15.25		21.25	
# 34 Stone	0-1,000 Tons	N/A		N/A	
# 3 Stone	0-1,000 Tons	14.75		20.75	
# 4 Stone	0-1,000 Tons	14.75		20.75	
# 5 Stone	0-1,000 Tons	16.00		22.00	
# 7 Stone	0-1,000 Tons	24.00		30.00	
Type I Rip Rap	0-5,000 Tons	22.75		32.75	
Type II Rip Rap	0-5,000 Tons	N/A		N/A	
Type III Rip Rap (Jetty Stone)	0-10,000 Tons	19.50		26.50	
Shot Rock	0-1,000 Tons	25.15		32.15	
GAB (Graded Aggr. Base)	0-40,000 Tons	11.50		17.50	
Type II Stabilizer (Crush'Run)	0-10,000 Tons	11.50		17.50	

*\*A separate Bid Form must be submitted for each Quarry (that may serve Cherokee County) quoted and should contain the Truck Delivery Price from that Quarry.*





## Cherokee County, Georgia Agenda Request

**SUBJECT:** FY 2014 Department of Human Services (DHS)      **MEETING DATE:** October 15, 2013  
 Amendment No. 1 to Annual Contract for Rural Transportation Program  
 CATS 5311 Demand Response Service

**SUBMITTED BY:** Geoffrey E. Morton

**COMMISSION ACTION REQUESTED:**

Consider approval of Amendment #1 to State FY 2014 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311). Approve a Budget Amendment to the County's adopted FY14 Budget in the total DECREASED amount of \$6,778.

**FACTS AND ISSUES:**

This program provides necessary local match funding for transit services for the elderly, persons with disabilities and other transit dependent citizens of Cherokee County.

The original 2014 DHS contract amount is \$159,104.49 versus the \$169,665.13 provided in FY 2013. This reduction in funds brings the 2014 DHS contract amount down to \$152,326.25. A Budget Amendment (attached) to the County's FY14 budget is needed to decrease the Transportation Fund's revenues and expenses.

The reduction of funds is a result of the Federal sequestration. It is all senior funds and is used for reimbursement of Senior Services trips. CATS will monitor senior ridership and will keep them advised of if/when funding runs out. Based on current ridership, funding will be adequate thru January 2014.

**BUDGET:**

Budgeted Amount:	\$205,200	Account Name:	Transportation Fund POS
Amount Encumbered:	\$0	Account #:	24010-345511-DHS
Amount to Date:	\$0		
Amount Requested:	\$(6,778)		
Remaining Budget:	\$198,422		

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

Contract: Yes  No       Ordinance/Resolution: Yes  No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

**ADMINISTRATIVE RECOMMENDATION:**

Approval of Amendment #1 to State FY 2014 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311). Approval of a Budget Amendment to the County's adopted FY14 Budget in the total DECREASED amount of \$6,778.

**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
24010	345511-DHS	DHS Contract	(6,778.00)
			(6,778.00)

**EXPENDITURES:**

Department Org Code	Object	Account Name	Amount
25541000	531270-5311	Gasoline 5311 Program	(6,778.00)
			(6,778.00)

**PURPOSE OF TRANSFER/ AMENDMENT**

DHS Contract# 42700-362-0000023378 for State FY14 (July 1, 2013-June 30, 2014)  
 Amendment #1 reduces contract total by \$6,778 for Senior Center trips

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

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

Date Approved by BOC (please attach a copy of Minutes) 10/15/2013

STATE OF GEORGIA  
 DEPARTMENT OF HUMAN SERVICES CONTRACT FORM - AMENDMENT

This Contract Amendment is entered into between the Department of Human Services and the Contractor named below. The effective date of this amendment is September 27, 2013. All other provisions of the contract remain unchanged.

State Entity's Name: Department of Human Services, through its Office of Facilities and Support Services (hereinafter the "Department" or "DHS")

Contractor's Name: Cherokee County Board of Commissioners (hereinafter the "Contractor")	Contractor's Address 1130 Bluffs Parkway Canton, Georgia 30114
Contractor's FEI # 68-6000799	Contractor's FY End Date 09/30
Contractor's Entity Government	

Department Administrative Information

DHS Contract # 42700-362-0000023378	DHS Financials Vendor ID # 0000014576
Requisition # 0000025442	PO #286497
QFDA #(s): 93.658, 93.667, 84.126	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source Event #
<input checked="" type="checkbox"/> Amendment #1	
Summary of Contracted Services: To provide a coordinated transportation system for human services agency consumers.	

Expense  Revenue  No Cost

Total De-Obligation: \$(6,778.24) Federal: \$(6,778.24) State: \$0.00 Match: \$0.00 Other: \$0.00

If this Amendment revises obligated amounts, provide *immediate prior* obligation amounts:

Total Obligation: \$159,104.49 Federal: \$25,936.99 State: \$133,167.50 Match: \$0.00 Other: \$0.00

Contract Term:

Current Contract Start Date: 07/01/2013 Current Contract Expiration Date: 06/30/2014 Contract Fiscal Yr: 2014

The Contract is in effect through the above Contract Expiration Date. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. AMENDMENT. The parties hereby agree that the Contract is amended as of the above Amendment Start Date as follows:

AS READS

SECTION III:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR :

(301E) 2/23/84\*

The Department will pay the Contractor according to the Rate Schedule attached as an Annex after receipt of specified documentation and approval by the Department.

Total approved contract amount is \$159,104.49 comprised of federal, state, and local funds as indicated below:

- a. Social Services Block Grant (SSBG) funds from Division of Aging Services are \$0.00 which includes 12% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00 (federal funds).
- b. Social Services Block Grant (SSBG) funds from Division of Aging Services which do not require a local match to be provided by the Contractor are \$16,500.00. Total payments for services against these funds shall not exceed \$16,500.00 (federal funds).

- c. Title III fund of the Older Americans Act from Division of Aging Services are \$0.00 which includes 10% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00.
- d. State funds available from Division of Aging Services are \$0.00. Payments for services against these funds shall not exceed \$0.00.
- e. Multiple fund sources available for services not specifically designated for Division of Aging Services' clients are \$142,604.49. Payments for services against these funds shall not exceed \$142,604.49.

Total fund sources available for trips for all clients, including senior citizens, are \$159,104.49 (state and federal). Total payments for services against these funds shall not be exceeded.

**IS AMENDED TO READ:**

**SECTION III:**

**PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:**

(301E) 2/23/84\*

The Department will pay the Contractor according to the Rate Schedule attached as an Annex after receipt of specified documentation and approval by the Department.

Total approved contract amount is \$152,326.25 comprised of federal, state, and local funds as indicated below:

- a. Social Services Block Grant (SSBG) funds from Division of Aging Services are \$0.00 which includes 12% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00 (federal funds).
- b. Social Services Block Grant (SSBG) funds from Division of Aging Services which do not require a local match to be provided by the Contractor are \$9,721.76. Total payments for services against these funds shall not exceed \$9,721.76 (federal funds).
- c. Title III fund of the Older Americans Act from Division of Aging Services are \$0.00 which includes 10% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00.
- d. State funds available from Division of Aging Services are \$0.00. Payments for services against these funds shall not exceed \$0.00.
- e. Multiple fund sources available for services not specifically designated for Division of Aging Services' clients are \$142,604.49. Payments for services against these funds shall not exceed \$142,604.49.

Total fund sources available for trips for all clients, including senior citizens, are \$152,326.25 (state and federal). Total payments for services against these funds shall not be exceeded.

- 2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the Contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the Contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates indicated.

I, the undersigned Commissioner of Cherokee County, certify that this Contract is entered in Book No. \_\_\_\_\_, Page No. \_\_\_\_\_, of the official minutes of the Commission of Cherokee County.

**CONTRACTOR EXECUTION:**

Cherokee County Board of Commissioners  
Name of Contractor

The person signing on behalf of Contractor has full power and has been properly authorized and empowered to enter into this Contract.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date signed by Contractor

\_\_\_\_\_  
Signature of Chairman

\_\_\_\_\_  
\*Typed name of individual signing  
Chairman Commission of

\_\_\_\_\_ County

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

\_\_\_\_\_  
Attestor's signature

\_\_\_\_\_  
Attestor's typed name

\_\_\_\_\_  
\*Title of Attestor

\*Must be Chairman or sole Commissioner.  
\*\*Must be Clerk of Commission.

**DEPARTMENTAL EXECUTION:**

Department of Human Services

\_\_\_\_\_  
Keith Horton  
Commissioner

\_\_\_\_\_  
Date signed by the Department

Division/Office Director

\_\_\_\_\_  
James T. Bricker, Director  
Office of Facilities and Support Services

\_\_\_\_\_  
Date signed by the Department





## Cherokee County, Georgia Agenda Request

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SUBJECT: Automatic Aid Agreement – City of Milton

MEETING DATE: October 15, 2013

SUBMITTED BY: Tim Prather, Fire Chief

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**COMMISSION ACTION REQUESTED:**

Consideration and approval of the Automatic Aid and Mutual Aid Agreement (attached) between Cherokee County and the City of Milton, including Approval of Waiver of Conflict from Jarrard & Davis, LLP. This Agreement is to receive and provide supplemental fire suppression and protection in the event of fire or other local emergencies and take part in joint training.

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**FACTS AND ISSUES:**

This agreement authorizes “automatic aid” and mutual aid for fire emergencies between Cherokee County and the City of Milton. This agreement will allow homeowners in specific areas that exceed the maximum distance from a fire station the potential benefit of reduced insurance premiums as well as enhancing fire suppression efforts.

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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: Yes  No  Ordinance/Resolution: Yes  No 

Note: Contracts, ordinances &amp; resolutions require prior review by County Manager and County Attorney.

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**ADMINISTRATIVE RECOMMENDATION:**

Approval of Automatic Aid and Mutual Aid Agreement agreement between Cherokee County and the City of Milton and approval of the “Waiver of Conflict” from Jarrard & Davis, LLP.

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**REVIEWED BY:**

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

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

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

*Tim Prather*

A large, stylized handwritten signature in black ink, appearing to read "Tim Prather", is written over the signature lines for the Agency Director and County Manager.

## Automatic Aid and Mutual Aid Agreement

This Agreement is made and entered into this \_\_\_\_ day of October, 2013 by and between the County of Cherokee and the City of Milton, both organized and existing under the laws of the State of Georgia, acting by and through their duly elected officials.

### **Witnesseth:**

**WHEREAS**, The County of Cherokee and the City of Milton are contiguous;  
and,

**WHEREAS**, The County of Cherokee and the City of Milton each maintain and staff a fire department (each referred to herein as an "agency") for the purposes of fire suppression, protection, and prevention, and for emergency medical services; and,

**WHEREAS**, The County of Cherokee and City of Milton have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression and protection to the other party in the event of fire or other local emergency and take part in joint training exercises; and,

**WHEREAS**, it is the desire of the signatories hereto to enter into this Agreement for automatic aid and first response and mutual aid, pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and Article IX, Section III, Paragraph 1.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

### **ARTICLE 1.1 – AUTOMATIC AID**

**Paragraph 1.1.0** The parties shall establish a mutually beneficial response district (the "Automatic Aid Area") within their jurisdictions up to certain feasible boundary limits as agreed upon by the Cherokee County Fire Chief and the City of Milton Fire Chief.

**Paragraph 1.1.1** In the event any fire, rescue situation, disturbance, or other fire related local emergency occurs in the Automatic Aid Area, the County of Cherokee and the City of Milton shall provide such fire suppression, prevention, protection and rescue services as may be reasonably required to cope with such emergency, as part of the first response assignment to ensure that all residential properties in each jurisdiction are located within five (5) miles of a fire station of either jurisdiction, subject to the limitations set forth in this Agreement.

### **ARTICLE 1.2 – MUTUAL AID**

**Paragraph 1.2.0.** Each party acknowledges that the timing of each request for mutual aid is critical to the effectiveness of the assistance being requested. Each party agrees that in order to expedite the response to each request for mutual aid, field officers should make the request for mutual aid as soon and in the most direct manner as possible and that the requesting party's designee may be the incident commander or the officer (or acting officer) on the apparatus responding to the incident.

When either party determines that it is necessary to request mutual aid, the requesting party or its designee is authorized to make the request in either of these ways:

- Via radio directly from the requesting jurisdiction's unit to the requested jurisdiction's dispatcher center; and/or
- By telephone between dispatch centers.

Both of these methods ensure that unit assignment and status is heard and understood by the providing jurisdiction's dispatch center and that the request is captured in audio documentation.

It is expressly acknowledged and agreed by both parties that any obligations and/or requests for mutual aid shall be secondary to the duties and obligations of each respective agency to its own City/County and shall be provided only on an "as available" basis.

**Paragraph 1.2.1.** Each party agrees that it is to the mutual advantage of both parties to provide supplemental fire suppression, protection, and prevention equipment and/or personnel to each other in the event of a fire or other emergency when the local jurisdiction's primary resources are insufficient to contain the situation in an adequate or timely manner. The party requesting mutual aid is responsible for identifying specific needs regarding equipment and/or personnel. The party furnishing mutual aid will determine the actual amount of aid to be extended in each instance based on the availability of personnel and/or equipment in light of the specific needs identified. The Fire Chief of the agency furnishing aid shall have the sole authority to determine the amount and type of personnel and equipment, if any, available for operational assistance, and such agency will provide operational assistance only to the extent that the personnel and equipment are not required for adequate protection of that agency. The equipment and/or personnel provided for mutual aid may be recalled at the sole discretion of the furnishing jurisdiction.

#### **ARTICLE 2 – SCOPE/TRAINING**

**Paragraph 2.0** The party furnishing mutual aid within the other party's jurisdiction shall determine the actual amount of equipment and staff it will extend in each instance of emergency aid based on the available personnel and equipment and on local conditions at the time of the emergency.

**Paragraph 2.1** It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chief for each party.

#### **ARTICLE 3 – SUPERVISORS**

**Paragraph 3.0** If a Battalion Chief or Acting Battalion Chief is requested to respond to a particular incident, then that officer is expected to coordinate and give general directions as to the work to be done. This officer is expected to be in command until properly relieved by a Chief Officer of the jurisdiction receiving the aid.

**Paragraph 3.1** Personnel who are furnished will work as far as possible under their own supervisor and with their own equipment, except as otherwise provided in Paragraph 3.0.

**Paragraph 3.2** All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the aid, except as otherwise provided in Paragraph 3.0.

#### **ARTICLE 4 – LIABILITY**

**Paragraph 4.0** There shall be no liability imposed on any party or its personnel for failure to respond to requests for aid pursuant to this Agreement.

**Paragraph 4.1** Every employee shall be deemed to be the employee of and agent for his/her regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than his/her regular employer.

**Paragraph 4.2** All damages or repairs to any equipment or apparatus that occur during the provision of aid under this Agreement shall be the responsibility of the owner jurisdiction, except as otherwise provided in Article 5 of this Agreement and/or in accordance with O.C.G.A. § 38-3-30.

#### **ARTICLE 5 – COMPENSATION**

**Paragraph 5.0** No party under this Agreement will be required to pay any compensation or reimbursement to the other party, or any employee, officer or agent thereof, under this Agreement for services rendered pursuant to this Agreement. Each party shall pay its own personnel without cost to the other party, except as otherwise provided in this Article 5 and/or in accordance with O.C.G.A. § 38-3-30.

**Paragraph 5.1** The mutual advantage and protection afforded by this Agreement is considered adequate compensation to both parties.

**Paragraph 5.2** Each party to this Agreement shall comply with Workers Compensation laws of the State of Georgia without any cost to the other party.

**Paragraph 5.3** Notwithstanding any other provision set forth in this Agreement, the parties agree that a party requesting assistance (“Requesting Party”) under this Agreement shall reimburse a party providing assistance (“Providing Party”) for those certain costs and expenses set forth in O.C.G.A. § 38-3-30 when assistance has been requested for an event for which a declaration of state of emergency or disaster has been or, subsequently, is made. Further, for purposes of eligible costs recognized by the Federal Emergency Management Agency (“FEMA”), a Requesting Party shall claim the eligible costs of the Providing Party, pursuant to the terms and conditions of this Agreement and FEMA’s Disaster Assistance Policy 9523.6, “Mutual Aid Agreements for Public Assistance and Fire Management Assistance.” The Requesting Party agrees to claim such eligible costs on its subgrant application and to disburse the appropriate share of federal funds to the Providing Party. Notwithstanding the provisions of this Paragraph, a Providing Party may determine to donate assets of any kind to a Requesting Party.

#### **ARTICLE 6 – RELEASE OF CLAIMS**

**Paragraph 6.0** Each of the parties agrees, to the extent, if any, allowed by law, to release, indemnify, defend, and forever hold harmless the other party, including its officers, boards, commissions, elected officials, employees and agents, from any and all liabilities, claims, judgment, cost or demands for damage or injury to any person or property whether directly arising or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party or other act of the other party during the provision of service pursuant to this Agreement, except as otherwise provided in Article 5 of this Agreement and/or in accordance with O.C.G.A. § 38-3-30.

#### **ARTICLE 7 – NO THIRD PARTY RIGHTS**

**Paragraph 7.0** This Agreement does not create any rights in or for any third party or parties and shall not be construed as, or deemed to be, an Agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever.

#### **ARTICLE 8 – INJURIES TO PERSONNEL**

**Paragraph 8.0** Any and all damage or other compensation of any type or kind which is required to be paid to an employee of either party by reason of an injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing such person, except as otherwise provided in Article 5 of this Agreement and/or in accordance with O.C.G.A. § 38-3-30.

#### **ARTICLE 9 – TERM OF AGREEMENT**

**Paragraph 9.0** This Agreement shall commence on the date of its approval and entry into the minutes of the governing body of the County of Cherokee County and the minutes of the governing body of the City of Milton and shall continue until the 31<sup>st</sup> day of December 2013. This Agreement shall automatically be renewed by the parties on January 1, 2014 and each year thereafter on January 1<sup>st</sup> unless and until written notice of termination or modification is received by either party from the other within ninety (90) days of the expiration of the term of this Agreement on December 31, 2013 and each December 31<sup>st</sup> thereafter. This Agreement, if not terminated earlier as provided herein, shall terminate absolutely and without automatic renewal fifty (50) years after the date of execution of this Agreement.

**Paragraph 9.1** Nothing in this Article shall preclude termination pursuant to Article 13.

#### **ARTICLE 10 – DISPATCHING OF ALARM**

**Paragraph 10.0** The City of Milton shall have one (1) engine automatically dispatched to all structure fires and structure fire alarms in the Automatic Aid Area of Cherokee County, and every such engine shall be designated in the Milton County E911 center engine run list.

**Paragraph 10.1** The County of Cherokee shall have one (1) engine automatically dispatched to all structure fires and structure fire alarms in the Automatic Aid Area of City of Milton, and every such engine shall be designated in the Cherokee County E911 engine run list.

#### **ARTICLE 11 – ADMINISTRATION**

**Paragraph 11.0** It is agreed by each of the parties that for the purpose of liaison and administration, the County of Cherokee Fire Chief and the City of Milton Fire Chief shall be jointly responsible.

#### **ARTICLE 12 – ENTIRE AGREEMENT**

**Paragraph 12.0** This Agreement shall constitute the entire Agreement between both parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement signed by the City of Milton acting by and through the elected officials, and County of Cherokee, acting by and through the elected officials.

**Paragraph 12.1** This Agreement shall be the sole instrument for the provision of emergency fire service between the parties hereto.

#### **ARTICLE 13 – TERMINATION**

**Paragraph 13.0** Either party to this Agreement may terminate this Agreement for convenience by written notice of termination to the other party, and upon the running of (90) days from such written notice this Agreement shall be terminated. The termination of this Agreement by either party does not absolve either party from performing its obligations under this Agreement that arose prior to the date of termination.

#### **ARTICLE 14 – SEVERABILITY OF TERMS**

**Paragraph 14.0** In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

**ARTICLE 15 – GOVERNING LAW**

**Paragraph 15.0** This Agreement shall be governed in all respects as to the validity, construction, performance, or otherwise by the laws of the State of Georgia.

**ARTICLE 16 – NONDISCRIMINATION**

**Paragraph 16.0** 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 parties agree that, during performance of this Agreement, the parties, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any contractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the parties agree to comply with all applicable implementing regulations and shall include the provisions of this Section in every contract for services contemplated under this Agreement.

**ARTICLE 17 – E-VERIFY**

**Paragraph 17.0** Pursuant to O.C.G.A. § 13-10-91, et seq., the Parties shall not enter into a contract for the physical performance of services within the State of Georgia unless the other Party shall provide evidence on 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 its subcontractors have 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 contract to ensure that no unauthorized aliens will be employed.

Each Party 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 the other Party. In the event a Party employs or contracts with any subcontractor(s) in connection with the covered contract, the Party employing or contracting with any subcontractor 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.

The Parties hereby agree 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. Each Party'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 "B" and incorporated herein by this reference.

The Parties agree that the employee-number category designated below is correct in relation that that Party's employee status.

**CHEROKEE COUNTY:**

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

**MILTON:**

- 500 or more employees

- \_\_\_\_\_ 100 or more employees
- \_\_\_\_\_ Fewer than 100 employees

Each Party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such Party 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.

IN WITNESS WHEREOF, the parties hereof and hereto set their hands and seals.

Cherokee County

City of Milton

\_\_\_\_\_  
L.B. Ahrens, Chairman  
Cherokee County Board of Commissioners

\_\_\_\_\_  
Joe Lockwood, Mayor  
Milton City Council

\_\_\_\_\_  
Tim Prather, Fire Chief  
Cherokee County

\_\_\_\_\_  
Robert Edgar, Fire Chief  
City of Milton

EXHIBIT "A"  
STATE OF GEORGIA  
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the entity which is engaged in the physical performance of services with \_\_\_\_\_ (local government) 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 will continue to use the federal work authorization program throughout the contract period and the undersigned will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit with the information required by O.C.G.A. § 13-10-91(b).

The undersigned 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 Local Government Entity

\_\_\_\_\_  
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**  
**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 local government) working with \_\_\_\_\_ (name of other local government) 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 \_\_\_\_\_ (local government) 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 \_\_\_\_\_ (local government). Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

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

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

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

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

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

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

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

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

[NOTARY SEAL]  
My Commission Expires:

\_\_\_\_\_

## WAIVER OF CONFLICT

**WHEREAS**, Cherokee County, Georgia (“Cherokee”) is a duly formed county government and political subdivision of the State of Georgia; and

**WHEREAS**, the City of Milton, Georgia (“City”) is a duly formed municipal corporation of the State of Georgia; and

**WHEREAS**, Cherokee and the City are now, and have been, represented by the law firm of Jarrard & Davis, LLP; and

**WHEREAS**, Cherokee and the City desire to enter into a fire service automatic aid and mutual aid agreement (the “Agreement”) prepared by Jarrard & Davis, LLP; and

**WHEREAS**, in its capacity as County Attorney for Cherokee and City Attorney for the City, Jarrard & Davis, LLP, is the proper entity to represent Cherokee County and the City in preparing the Agreement; and

**WHEREAS**, Cherokee recognizes that Jarrard & Davis, LLP’s simultaneous representation of Cherokee and the City of Milton could result in the appearance of a potential conflict of interest; and

**WHEREAS**, it appearing that the Cherokee County Board of Commissioners has considered this issue, has been apprised of all potential conflicts, and has had the opportunity to retain separate counsel to discuss the issue, the Board of Commissioners wishes to waive any actual, potential, or apparent conflict that may exist in this matter.

**NOW THEREFORE**, the Cherokee County Board of Commissioners, having considered this issue, does hereby resolve as follows:

1. Cherokee acknowledges Jarrard & Davis, LLP’s disclosure of this potential conflict;
2. Cherokee further acknowledges Jarrard & Davis, LLP’s disclosure of this potential

conflict at an open meeting;

4. Cherokee affirmatively waives any actual, potential, or apparent conflict of interest arising from or attributable to JARRARD & DAVIS, LLP'S simultaneous representation of the City of Milton and Cherokee in the preparation of the Agreement.

This \_\_\_\_\_ day of October, 2013.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
L.B. Ahrens, Chairman





### Cherokee County, Georgia Agenda Request

**SUBJECT:** Agreement with The Landon Group      **MEETING DATE:** October 15, 2013  
For Asphalt Surface Course Construction on Woodstock Road  
Entrance to Centennial Lakes Pod 7B Subdivision

**SUBMITTED BY:** Geoffrey E. Morton

**COMMISSION ACTION REQUESTED:**

Consideration of approval of an Agreement between Cherokee County and The Landon Group, Inc. for asphalt surface course installation on the Woodstock Road entrance to the Centennial Lakes Pod 7B subdivision.

**FACTS AND ISSUES:**

The Landon Group is the developer of the Centennial Lakes Pod 7B subdivision which proposes to construct its entrance onto Woodstock Road per the site plan approved by Cherokee County. Woodstock Road is a Cherokee County maintained roadway and the entrance to the subdivision requires the developer to widen the existing roadway pavement and install a left turn lane.

Cherokee County is in the process of resurfacing Woodstock Road this fall as part of its annual resurfacing program. The work proposed by The Landon Group will overlap with the work proposed by the County. If a single contractor performed the work, the general public would benefit from the consistent pavement ride on Woodstock Road.

Per this agreement, Landon Group will complete all required pavement widening and preparation work as detailed in its approved site plan. Cherokee County, in conjunction with its resurfacing of Woodstock Road, will install the asphalt surface course on the Woodstock Road entrance of the subdivision. Prior to Cherokee County installing the asphalt surface course on the Woodstock Road entrance of the subdivision, Landon Group will pay Cherokee County a lump sum of \$23,250.00, which represents the cost for the County to install 310 Tons of 9.5 mm, Type 2 asphalt surface course.

**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: Yes  No  Ordinance/Resolution: Yes  No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

**ADMINISTRATIVE RECOMMENDATION:**

Approval of an Agreement between Cherokee County and The Landon Group for asphalt surface course installation on the Woodstock Road entrance to the Centennial Lakes Pod 7B subdivision.

**REVIEWED BY:**

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

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

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

## **AGREEMENT**

### **By and Between Cherokee County and The Landon Group, Inc. For Installation of Asphalt Surface Course on Entrance to Centennial Lakes Pod 7B Subdivision on Woodstock Road**

**THIS AGREEMENT** made and entered into by and between The Landon Group, Inc., hereinafter referred to as "Landon," and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as "Cherokee."

#### **WITNESSETH**

**WHEREAS**, Landon is the developer of the Centennial Lakes Pod 7B subdivision which proposes to construct its entrance onto Woodstock Road per the site plan approved by Cherokee County; and

**WHEREAS**, Woodstock Road is a Cherokee County maintained roadway; and

**WHEREAS**, the entrance to Centennial Lakes Pod 7B subdivision requires the developer to widen the existing roadway pavement and install a left turn lane; and

**WHEREAS**, Cherokee is in the process of resurfacing Woodstock Road; and

**WHEREAS**, the work proposed by Landon will overlap with the work proposed by Cherokee; and

**WHEREAS**, if one contractor performed the resurfacing work and asphalt surface course work, the general public would benefit from the consistent pavement ride on Woodstock Road.

**NOW, THEREFORE**, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by Landon and Cherokee as follows:

1.

#### **SERVICES**

1.1 Landon will complete all required pavement widening and preparation work as detailed in its approved site plan at the entrance to Centennial Lakes Pod 7B on Woodstock Road.

1.2 Cherokee, in conjunction with its resurfacing of Woodstock Road, will install the asphalt surface course on the Woodstock Road entrance of Centennial Lakes Pod 7B (the "Work").

1.3 Prior to Cherokee installing the asphalt surface course on the Woodstock Road entrance of Centennial Lakes Pod 7B, Landon will pay Cherokee a lump sum of \$23,250.00, which represents the cost for Cherokee to install 310 Tons of 9.5 mm, Type 2 asphalt surface course.

2.

**TERM**

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall continue until completion of the Work by Cherokee.

3.

**ASSIGNMENT OR TRANSFER**

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

4.

**NOTICES**

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

*The Landon Group:*

Attn: Don Hausfeld

The Landon Group, Inc.

139 Village Center West

Suite 110

Woodstock, Georgia 30188

*Cherokee County:*

Attn: Jerry W. Cooper, County Manager

Cherokee County

1130 Bluffs Parkway

Canton, Georgia 30114

5.

**GENERAL PROVISIONS OF THIS AGREEMENT**

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

5.2 No failure of any 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 any 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.

5.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

5.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among 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.

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

5.6 Pursuant to O.C.G.A. § 13-10-91, et seq., Cherokee has provided evidence on the form attached hereto as Exhibits "A" that it has conducted a verification, under the federal

Employment Eligibility Verification ("EEV" or "E-Verify") program, of employee social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, as required by O.C.G.A. § 13-10-91. In the event Cherokee employs or contracts with any subcontractor(s) in connection with the covered contract, Cherokee 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" (unless such party is exempt from such requirements under Georgia law), and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

Cherokee 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. Further, Cherokee agrees that the employee-number category designated below is correct in relation that Cherokee's employee status.

- \_\_\_ 500 or more employees
- \_\_\_ 100 or more employees
- \_\_\_ Fewer than 100 employees

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

5.7 (1) Records:

(a) Records shall be established and maintained by the Parties in accordance with requirements prescribed by each 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, either Party shall furnish to the other Party any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the other Party.

(3) Audits and Inspections:

At any time during normal business hours and as often as either Party may deem necessary, there shall be made available to the other Party for examination all records with respect to all matters covered by this Agreement. Each Party will permit the other Party 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.

5.8 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.

5.9 Neither Party 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 either Party; (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.

6.

**ENTIRE AGREEMENT**

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

7.

**AUTHORITY TO ENTER INTO AGREEMENT**

Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

8.

**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.

9.

**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, Cherokee agrees that, during performance of this Agreement, Cherokee, for itself,

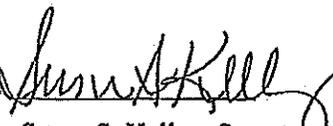
its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Cherokee agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 9 in every subcontract for services contemplated under this Agreement.

SO AGREED by the parties who have hereunto set their hands and affixed their seals this 3<sup>rd</sup> day of OCTOBER, 2013.

The Landon Group, Inc.

  
By: Donald A. Hausfeld, President

Attest:

  
Susan S. Kelley, Secretary

Cherokee County

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

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

County Clerk (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 will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

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

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

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

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

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

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

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

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

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

[NOTARY SEAL]

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

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





## Cherokee County, Georgia Agenda Request

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**SUBJECT:** East Rope Mill Road Improvement Project      **MEETING DATE:** October 15, 2013  
 Georgia Power Relocation Agreement

**SUBMITTED BY:** Geoffrey E. Morton

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**COMMISSION ACTION REQUESTED:**

Consider approval of a Utility Relocation Agreement with Georgia Power Company in the amount of \$75,370.00 to relocate three (3) power poles that are in conflict with the East Rope Mill Road Improvement Project.

---

**FACTS AND ISSUES:**

In order to complete the minor widening and shoulder work on East Rope Mill Road, Georgia Power Company is to relocate their facilities that are in conflict with the proposed roadway improvements and are now located outside of the County's right-of-way.

Per this agreement Cherokee County will reimburse Georgia Power Company for the exact costs to perform the work in an amount no greater than \$75,370.00.

---

**BUDGET:**

Budgeted Amount:	\$100,000.00	Account Name: Utility Relocations
Amount Encumbered:	\$ 0.00	Account #: 64013
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 75,370.00	
Remaining Budget:	\$ 24,630.00	

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

Contract: Yes  No  Ordinance/Resolution: Yes  No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

---

**ADMINISTRATIVE RECOMMENDATION:**

Approval of a Utility Relocation Agreement with Georgia Power Company in the amount of \$75,370.00 to relocate three (3) power poles that are in conflict with the East Rope Mill Road Improvement Project.

---

**REVIEWED BY:**

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

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

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

**UTILITY RELOCATION AGREEMENT**

PROJECT NAME: East Rope Mill Lane  
PROJECT NUMBER: L2912  
GDOT PROJECT NUMBER: CPR-403-1(057)-C1

THIS AGREEMENT is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between COUNTY of CHEROKEE, State of Georgia (hereinafter referred to as the "County"), and GEORGIA POWER COMPANY (hereinafter referred to as the "Company"). This Agreement may refer to either County or Company, or both, as a "Party" or "Parties."

**WITNESSETH:**

WHEREAS, the County proposes under the above written Project to construct East Rope Mill Lane (hereinafter referred to as the "Project");

WHEREAS, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility");

WHEREAS, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to County's acquisition of the road right(s)-of-way, all as involved in said Project; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**Section 1. THE WORK.**

**1.1 Company Facilities.**

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit "A" and incorporated herein by reference (the "Work"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

**1.2 Road Right-of-Way.**

Prior to Company commencing the Work, County will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

**1.3 Traffic Control.**

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the County.

**Section 2. COSTS AND PAYMENT.**

**2.1 Compensable Property Interests.**

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Estimate"). The amount of the Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Prior Rights Claim") is SEVENTY FIVE THOUSAND, THREE HUNDRED SEVENTY Dollars (\$75,370.00), which amount includes and is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, County will pay Company a sum equal to ONE HUNDRED percent (100%) of the actual Relocation Costs.

## 2.2 Improvements and Betterments.

The remaining amount of the Estimate, if any, is comprised of improvements and/or betterments and shall not be subject to the percentage split contemplated in Section 2.1 above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at County's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by County.

## 2.3 Progress Payments.

If Company chooses to submit invoices for progress payments, County will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the County. Upon completion of the Work, Company shall submit a final bill to County and County shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the County.

## 2.4 Change in Scope.

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) County's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

## Section 3. PRIOR RIGHTS DETERMINATION.

3.1 If Company determines it has a compensable property interest with respect to the Project, Company will submit a Prior Rights Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If County determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, County will provide Company with a written basis for such insufficiency and request that Company provide additional information. County will make a determination as to any asserted Prior Rights Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Prior Rights Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that County certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in

any manner. If County does not thereafter make a determination regarding the Prior Rights Claim within six (6) months from the date of County's receipt of same, the Prior Rights Claim will be deemed approved by County.

**Section 4. DISPUTE RESOLUTION.**

**4.1 Disagreement.**

If Company disagrees with County's determination with regard to the Prior Rights Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

**4.2 Dispute Notice.**

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) County fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

**4.3 Mediation.**

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations, equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

**Section 5. VERIFICATION.**

**5.1 Material Discrepancy.**

For purposes of this Section 5, "Verification" means that County has reasonably determined that there is a material discrepancy between Company's invoiced charges and County's calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, County agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should County fail to provide such documentation within the specified time period, County must pay the disputed amount. County must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. County must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

5.2 Audit.

At any time within thirty-six (36) months after the date of final payment, County, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company's business activities and subject to Company's reasonable security requirements. As a prerequisite to conducting such audit, County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company's Nondisclosure Agreement. Company may redact from its records provided to County information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable County to test the accuracy of the invoices to which the audit pertains, provided that County or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from County (based on the mutually agreed upon audit results), County may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and County. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. County may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 6. COUNTY AS PARTY.

County acknowledges that this Agreement is "proprietary" in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not "governmental" or "legislative," as prohibited by O.C.G.A. § 36-30-3(a). County further represents and warrants that this Agreement will comply with all applicable laws concerning County actions and approvals and execution of binding agreements. County covenants to undertake all actions necessary to bind County.

Section 7. MISCELLANEOUS PROVISIONS.

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

ATTEST:

County of Cherokee GEORGIA

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

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

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

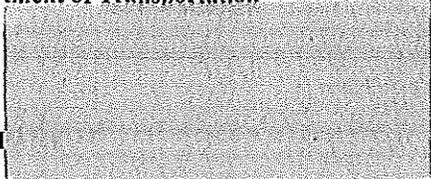
(SEAL)

Witness: \_\_\_\_\_

Notary: \_\_\_\_\_ (SEAL)

Approved as to Form by:

\_\_\_\_\_  
County of Cherokee Department of Transportation



ATTEST:

GEORGIA POWER COMI

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

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

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

Title: Distribution Resource Manager

Witness: \_\_\_\_\_

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

Notary: \_\_\_\_\_ (SEAL)

[Give proper title of each person executing Agreement. Attach seal as required.]

Job Estimating & Tracking System - JETS  
FACE SHEET REPORT

Georgia Power Company  
Distribution Work Order  
Type Construction: OVERHEAD

Date: 17-Sep-2013 04:22:33 PM

Headquarters	: CENTRALIZED DISTR. SVCS	W.O. Number	: GP892H07913
Rep Allow	: No	P.E.	: 7030 01      WR# :
Customer	: CHEROKEE DOT - PI L2912 OH	Job Reference	: 1039813
Address	: L2912 OH - EAST ROPE MILL RD	Job Type	: H-HIGHWAY RELOCATIONS OH / UD
Town	: WOODSTOCK	Type Customer	: DOT PROJECTS OH/UD REIMBURSIBLE & NON
Home Phone	:	Blanket	: No
Map Number	: W1-348-1416	Substation	: HOLLY SPRINGS 115/25
Estimate Name	: CHEROKEE DOT - PI L2912 OH REVISED #2	Circuit	: A9922-CPX
Date Last Est	: 17-SEP-2013	Charge Account	: H07913-GP892-300-00000
Engineer	: WATKINS, MICHAEL T.	Credit Account	: H07913-GP892-300-99992
Committed Service Date	: 29-JUL-2014	CSS Bill Acct#	:

Job Description : Relocated 3 poles at request of Cherokee County. Poles were not in conflict with road project but county wishes to have poles relocated to other side of road.

Driving Directions :

Permits/Notification(s) :

Total Estimated External Charges Included Below:				\$0
Billing:	Fixed	Joint Use	Out Of Ratio	Customer Contribution
	\$0	\$0	\$0	\$0
MANHOURS:	Onsite	Travel	Headquarters	Total
Company	449.49	67.50	22.53	539.52
Contractor	17.50	1.12	0.38	19.00
			<b>Total Estimated:</b>	<b>558.52</b>

Labor Multiplier :	1.25	Comment :	DOT				
Travel :	0.00	HQ :	0.00	EOH Labor :	0.00	EOH Matl :	0.00
Cost Summary	Plant	Transformers	Meters	Malnt	Removal	Total	
Company Labor	\$17,008	\$58	\$0	\$4,647	\$8,765	\$30,478	
Contract Labor	\$488	\$0	\$0	\$0	\$0	\$488	
Company Material	\$5,199	\$1,167	\$0	\$0	\$0	\$6,366	
Contractor Material	\$0	\$0	\$0	\$0	\$0	\$0	
Company Equipment	\$8,504	\$29	\$0	\$2,324	\$4,382	\$15,239	
Contractor Equipment	\$0	\$0	\$0	\$0	\$0	\$0	
Engr Supv OH	\$17,159	\$690	\$0	\$0	\$7,231	\$25,080	
Subtotal	\$48,358	\$1,944	\$0	\$6,971	\$20,378	\$77,651	
Blanket						\$0	
Salvage	\$1,239	\$1,042	\$0	\$0	\$0	\$2,281	
Total	\$47,119	\$902	\$0	\$6,971	\$20,378	\$75,370	

Total WO Bill :	\$0
Total Net Cost :	\$75,370
Rate :	Revenue : \$0      Total Ratio : 0.00      ROE : 0.00
	Loc Cost : \$0      Local Ratio : 0.00      Net Present Val : 0

TVM Amount :	\$0	CPS Amount :	\$0	Sales Tax :	\$0	Profit :	\$0
Total Bill Amount :	\$0						

Approvals	Date	Completed By	Date
Auth :	_____	_____	_____
Close :	_____	_____	_____

Date : 17-Sep-2013 04:22 PM

Work Location Summary Report

Job Ref # : 1039813

ALL LOCATIONS

Applicant Name : CHEROKEE DOT - PI L2912 OH

Work Order # : GP892H07913

Estimate Name : CHEROKEE DOT - PI L2912 OH REVISED #2

Job Address : L2912 OH - EAST ROPE MILL RD

Estimate Description : RELOCATED 3 POLES AT REQUEST OF CHEROKEE COUNTY. POLES WERE NOT IN CONFLICT WITH ROAD PROJECT BUT COUNTY WISHES TO HAVE POLES RELOCATED TO OTHER SIDE OF ROAD.

Work Function	Special Processing	Local Cost	Unit Identification	Qty	Ret Ind	Description	Contractor Name
*** Work Location : 5.00 Description : Inst Dsgn Volt Num : 25      Inst Op Volt Num : 25      Rmv Dsgn Volt Num : 25      Rmv Op Volt Num : 25 Energized : Y      Inaccessible : Y      Rock/Swamp : N      Est Co ManHour : 103.44      Est Cont ManHours : 0.00							
INSTALL	NONE		FLAGGINGCONTTA10	20	N	TRAFFIC FLAGGING BY CONTRACTOR * USE CONTRACTOR BID*	
INSTALL	NONE		OHFLAGTRAFF	10	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
INSTALL	NONE		PS397	3	N	OVERHEAD PRI SPLICE FOR 397MCM ACSR	
INSTALL	NONE		PS4/0	1	N	OVERHEAD PRI SPLICE FOR #4/0 ACSR	
INSTALL	NONE		SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
INSTALL	NONE		SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND	
INSTALL	NONE		SWITCHINGOH	5	N	SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR)	
INSTALL	TRANSFER		PNT3F	1	N	PRI&NEU TANG 3 PH W/ PTP 2 PH F'GLASS BKT-SO. ELE. STANDARD (B-9445)	
REMOVE	NONE		G11HIG	1	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	
REMOVE	NONE		SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND	
REMOVE	TRANSFER		PNT3F	1	N	PRI&NEU TANG 3 PH W/ PTP 2 PH F'GLASS BKT-SO. ELE. STANDARD (B-9445)	
TRANSFER	NONE		PN33974/0RECC	50	Y	3PH PRI-NEUTRAL (3-397ACSR&1-4/0ACSR) RECONDUCTOR WORK	
*** Work Location : 6.00 Description : Inst Dsgn Volt Num : 25      Inst Op Volt Num : 25      Rmv Dsgn Volt Num : 25      Rmv Op Volt Num : 25 Energized : Y      Inaccessible : Y      Rock/Swamp : N      Est Co ManHour : 24.15      Est Cont ManHours : 0.00							
REMOVE	EXCLUDE STAT		S1/0TPAC	120	Y	SEC WIRE TRIPLEX #1/0 ALUMINUM ALLOY	
REMOVE	NONE		G11HIG	1	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	
REMOVE	NONE		PL405G	1	Y	POLE WOOD CCA 40 FT CLASS 5 W' GROUND	
REMOVE	NONE		PN31/01/0C	40	Y	3PH PRI-NEUTRAL (3-1/0ACSR&1-1/0ACSR)	
REMOVE	NONE		PN33974/0C	120	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	
REMOVE	NONE		PND3STL6	1	N	PRI & NEUTRAL DEADEND 3 PH W' 6FT STL ARM	
REMOVE	NONE		SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	

## \*\*\* Work Location : 7.00

		Description :						
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 25	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 25			
		Energized : Y	Inaccessible : Y	Rock/Swamp : N	Est Co ManHour : 63.04	Est Cont ManHours : 4.50		
INSTALL	NONE	FLAGGINGCONT	3	N	TRAFFIC FLAGGING BY CONTRACTOR *** USE CONTRACTOR BID***	CONTRACTOR BID		
INSTALL	NONE	G11HIG	3	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL			
INSTALL	NONE	PL503G	1	Y	POLE WOOD CCA 50 FT CLASS 3 W' GROUND			
INSTALL	NONE	PN33974/0C	97	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)			
INSTALL	NONE	PND3STLTUB6	1	N	PRI & NEUTRAL DEADEND 3 PH W' 6FT 8IN TUBULAR STEEL ARM			
INSTALL	NONE	PNT3F	1	N	PRI&NEU TANG 3 PH W/ PTP 2 PH F'GLASS BKT-SO. ELE. STANDARD (B-9445)			
INSTALL	NONE	SETUP	3	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY			
INSTALL	NONE	TSWITCHING3PH	3	N	SWITCHING- LABOR TO ISOLATE 3 PH SPAN OF CABLE			
INSTALL	TRANSFER	PN31/01/0C	59	Y	3PH PRI-NEUTRAL (3-1/0ACSR&1-1/0ACSR)			
REMOVE	TRANSFER	PN31/01/0C	59	Y	3PH PRI-NEUTRAL (3-1/0ACSR&1-1/0ACSR)			

## \*\*\* Work Location : 8.00

		Description :						
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 25	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 25			
		Energized : Y	Inaccessible : Y	Rock/Swamp : N	Est Co ManHour : 28.42	Est Cont ManHours : 0.00		
REMOVE	ABANDON	PLGR	1	N	POLE-1 GROUND ROD AND CLAMP *****NO WIRE *****			
REMOVE	EXCLUDE STAT	S1/0TPAC	95	Y	SEC WIRE TRIPLEX #1/0 ALUMINUM ALLOY			
REMOVE	NONE	G11HIG	3	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL			
REMOVE	NONE	PL404GW	1	Y	POLE 40 - 4 W' GROUND WIRE			
REMOVE	NONE	PLCUT	1	N	TOP ANY SIZE POLE TO MAKE SHORTER POLE			
REMOVE	NONE	PN33974/0C	95	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)			
REMOVE	NONE	PNT3CTS	1	N	P&N TAN 3 PH W/ PTP & 2 POST BKT & CT			
REMOVE	NONE	SCONNOH	1	N	CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE			
REMOVE	NONE	SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY			
REMOVE	NONE	SR11/0	1	N	SEC RISER 1 XFMR 37.5KVA AND SMALLER-WP CU #1/0 7STR			
REMOVE	NONE	TA25	1	Y	TRANSF ASSY 1 PH 1- 25 KVA 120/240V CPT W/CO & LA BKT & FUZE			
REMOVE	NONE	TG	1	N	XFMR ACCESSORY-SQUIRREL GUARD FOR HIGH SIDE BUSHING			

## \*\*\* Work Location : 8.10

		Description :						
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 25	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 25			
		Energized : Y	Inaccessible : Y	Rock/Swamp : N	Est Co ManHour : 50.42	Est Cont ManHours : 10.00		
INSTALL	EXCLUDE STAT	S1/0TPAC	20	Y	SEC WIRE TRIPLEX #1/0 ALUMINUM ALLOY			
INSTALL	NONE	OHFLAGTRAFF	10	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG			
INSTALL	NONE	PL453SG	1	Y	POLE WOOD CCA 45 FT CL 3 W' SECT GND			
INSTALL	NONE	PM1	1	N	PH MARKER 1 WHITE ON RED ENAMEL			
INSTALL	NONE	PM2	1	N	PH MARKER 2 BLACK ON WHITE ENAMELED			
INSTALL	NONE	PM3	1	N	PH MARKER 3 WHITE ON BLUE ENAMELED			
INSTALL	NONE	PN33974/0C	60	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)			

INSTALL	NONE	PNTV3F	1	N	PRI&NEU TANG VERT 3 PH W/ 3-1 PH FIBER- GLASS BKT-SO. ELE STANDARD (B-9438	
INSTALL	NONE	SCONNOH	1	N	CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE	
INSTALL	NONE	SETUP	1	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
INSTALL	NONE	SR11/0	1	N	SEC RISER 1 XFMR 37.5KVA AND SMALLER-WP CU #1/0 7STR	
INSTALL	NONE	SS1/0	2	N	OVERHEAD SEC CONDUCTOR SPLICE FOR #1/0 ACSR	
INSTALL	NONE	SS2	1	N	OVERHEAD SEC CONDUCTOR SPLICE FOR #2 ACSR	
INSTALL	NONE	SWITCHINGOH	5	N	SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR)	
INSTALL	NONE	TA25	1	Y	TRANSF ASSY 1 PH 1- 25 KVA 120/240V CPT W/CO & LA BKT & FUSE	
INSTALL	NONE	TG	1	N	XFMR ACCESSORY-SQUIRREL GUARD FOR HIGH SIDE BUSHING	
INSTALL	NONE	TW	8	N	TREE WORK - USE "TREE CONTRACTORS" IF PERFORMED BY A TREE CREW	TREE CONTRACTORS
INSTALL	TRANSFER	S1/0TPAC	60	Y	SEC WIRE TRIPLEX #1/0 ALUMINUM ALLOY	

## \*\*\* Work Location : 9.00

## Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : Y

Rock/Swamp : N

Est Co ManHour : 88.10

Est Cont ManHours : 0.00

REMOVE	NONE	LA18	6	Y	LIGHTNING ARRESTER-18KV	
REMOVE	NONE	OHFLAGTRAFF	10	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
REMOVE	NONE	PL453SG	1	Y	POLE WOOD CCA 45 FT CL 3 W' SECT GND	
REMOVE	NONE	PM1	1	N	PH MARKER 1 WHITE ON RED ENAMEL	
REMOVE	NONE	PM2	1	N	PH MARKER 2 BLACK ON WHITE ENAMELED	
REMOVE	NONE	PM3	1	N	PH MARKER 3 WHITE ON BLUE ENAMELED	
REMOVE	NONE	PN33974/0C	95	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	
REMOVE	NONE	PNDD3STL6	1	N	PRI-NEUT DBL DEADEND 3 PH W/6FT 6IN STLARM	
REMOVE	NONE	S1/0TPAC	95	Y	SEC WIRE TRIPLEX #1/0 ALUMINUM ALLOY	
REMOVE	NONE	SCONNOH	1	N	CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE	
REMOVE	NONE	SETUP	1	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
REMOVE	NONE	SR11/0	1	N	SEC RISER 1 XFMR 37.5KVA AND SMALLER-WP CU #1/0 7STR	
REMOVE	NONE	SS1/0	2	N	OVERHEAD SEC CONDUCTOR SPLICE FOR #1/0 ACSR	
REMOVE	NONE	SS2	1	N	OVERHEAD SEC CONDUCTOR SPLICE FOR #2 ACSR	
REMOVE	NONE	SWITCHINGOH	5	N	SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR)	
REMOVE	NONE	TG	1	N	XFMR ACCESSORY-SQUIRREL GUARD FOR HIGH SIDE BUSHING	
REMOVE	TRANSFER	DASTDCOMPKG	1	Y	DA STANDARD COMMUNICATION PKG - ANTENNA, CABLES, RADIO,	
REMOVE	TRANSFER	DASWBYPASSUSASSY	1	Y	DIST AUTO -SW BYPASS UNDERSLUNG- 3 SW + FIB GLASS ARM	
REMOVE	TRANSFER	DS1900	6	Y	DISC SW-IN-LINE TENSION 25KV 900AMP	
REMOVE	TRANSFER	OCRCABLE25	1	N	POWER CABLE FOR ELEC RECLOSERS	
REMOVE	TRANSFER	SXNULEC327630	1	Y	SECTIONALIZER/LOAD BREAK SW, 3-PH, SF6 INS, 27KV, 650A, NULEC, SINGLE CAN	

*** Work Location : 9.10		Description :				
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 25	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 25	
		Energized : Y	Inaccessible : Y	Rock/Swamp : N	Est Co ManHour : 86.21	Est Cont ManHours : 0.00
INSTALL	EXCLUDE STAT	S1/0TPAC	190	Y	SEC WIRE TRIPLEX #1/0 ALUMINUM ALLOY	
INSTALL	NONE	LA18	6	Y	LIGHTNING ARRESTER-18KV	
INSTALL	NONE	OHFLAGTRAFF	10	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
INSTALL	NONE	PFIBER8	1	N	ARM, DE, 8' FIBERGLASS W/GAIN & CLEVIS-EYE	
INSTALL	NONE	PL502SG	1	Y	POLE WOOD CCA 50 FT CL 2 W' SECT GND	
INSTALL	NONE	PM1	1	N	PH MARKER 1 WHITE ON RED ENAMEL	
INSTALL	NONE	PM2	1	N	PH MARKER 2 BLACK ON WHITE ENAMELED	
INSTALL	NONE	PM3	1	N	PH MARKER 3 WHITE ON BLUE ENAMELED	
INSTALL	NONE	PN33974/0C	50	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	
INSTALL	NONE	PNT3F	1	N	PRI&NEU TANG 3 PH W/ PTP 2 PH FGLASS BKT-SO. ELE. STANDARD (B-9445)	
INSTALL	NONE	S1/0TPAC	200	Y	SEC WIRE TRIPLEX #1/0 ALUMINUM ALLOY	
INSTALL	NONE	SCONNOH	1	N	CONNECTORS & MHR FOR SECONDARY CONNECTIONS -ANY SIZE	
INSTALL	NONE	SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
INSTALL	NONE	SWITCHINGOH	5	N	SWITCHING LABOR TO ISOLATE LINE SECTION - OH- (PER HOUR)	
INSTALL	TRANSFER	DASTDCOMPKG	1	Y	DA STANDARD COMMUNICATION PKG - ANTENNA, CABLES, RADIO,	
INSTALL	TRANSFER	DASWBYPASSUSASSY	1	Y	DIST AUTO -SW BYPASS UNDERSLUNG- 3 SW + FIB GLASS ARM	
INSTALL	TRANSFER	DSI900	6	Y	DISC SW-IN-LINE TENSION 25KV 900AMP	
INSTALL	TRANSFER	OCRCABLE25	1	N	POWER CABLE FOR ELEC RECLOSERS	
INSTALL	TRANSFER	SXNULEC327630	1	Y	SECTIONALIZER/LOAD BREAK SW, 3-PH, SF6 INS, 27KV, 650A, NULEC, SINGLE CAN	

*** Work Location : 10.00		Description :				
		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 25	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 25	
		Energized : Y	Inaccessible : Y	Rock/Swamp : N	Est Co ManHour : 73.60	Est Cont ManHours : 0.00
INSTALL	NONE	OHFLAGTRAFF	10	N	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG	
INSTALL	NONE	PN33974/0AAAC	30	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0AAAC)	
INSTALL	NONE	PNDV3L	1	N	PRI AND NEUTRAL DEAD-END VERTICAL 3PH 350-750AL	
INSTALL	NONE	SETUP	4	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
INSTALL	NONE	SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND	
REMOVE	NONE	PN33974/0AAAC	135	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0AAAC)	
REMOVE	NONE	PNDV3L	1	N	PRI AND NEUTRAL DEAD-END VERTICAL 3PH 350-750AL	
REMOVE	NONE	SPREADPHASES3NONTAN G	1	N	INST TEMP ARM TO SPREAD CONDUCTOR FOR RECONDUCTORING - 3 PH VERT & DEADEND	

\*\*\* Work Location : 11.00

Description :

Inst Dsgn Volt Num : 25

Inst Op Volt Num : 25

Rmv Dsgn Volt Num : 25

Rmv Op Volt Num : 25

Energized : Y

Inaccessible : N

Rock/Swamp : N

Est Co ManHour : 22.14

Est Cont ManHours : 4.50

INSTALL	NONE	FLAGGINGCONT	3	N	TRAFFIC FLAGGING BY CONTRACTOR ** USE CONTRACTOR BID**	CONTRACTOR BID
INSTALL	NONE	G11HIG	2	N	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL	
INSTALL	NONE	PL503G	1	Y	POLE WOOD CCA 50 FT CLASS 3 W' GROUND	
INSTALL	NONE	PN33974/0C	110	Y	3PH PRI-NEUTRAL (3-397 ACSR&1-4/0ACSR)	
INSTALL	NONE	PNT3F	1	N	PRI&NEU TANG 3 PH W/ PTP 2 PH F'GLASS BKT-SO. ELE. STANDARD (B-9445)	
INSTALL	NONE	SETUP	2	N	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	





### Cherokee County, Georgia Agenda Request

**SUBJECT:** Design Services for Intersection Improvements      **MEETING DATE:** October 15, 2013  
SR 20 at East Cherokee Drive

**SUBMITTED BY:** Geoffrey E. Morton

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**COMMISSION ACTION REQUESTED:**

Consider approval of a Professional Services Contract with STV/Ralph Whitehead Associates, for completing design revisions and updates to the SR 20 and East Cherokee Drive intersection improvement project in the amount of \$49,140.00.

---

**FACTS AND ISSUES:**

The SR 20 at East Cherokee Drive intersection improvement project was originally designed by STV/Ralph Whitehead in 2008. This proposal includes costs associated with updating the plans to current site conditions and also for updating the plans to current GDOT and EPD standards.

---

**BUDGET:**

Budgeted Amount:	\$2,250,000.00	Account Name:	SPLOST – East Cherokee Drive
Amount Encumbered:	\$ 60,810.00	Account #:	62068
Amount Spent to Date:	\$ 0.00		
Amount Requested:	\$ 49,140.00		
Remaining Budget:	\$2,140,050.00		

Budget Adjustment Necessary: Yes  No       Note: If yes, please attach budget amendment form.  
Contract: Yes  No       Ordinance/Resolution: Yes  No   
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

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**ADMINISTRATIVE RECOMMENDATION:**

Approval of a Professional Services Contract with STV/Ralph Whitehead Associates, for completing design revisions and updates to the SR 20 and East Cherokee Drive intersection improvement project in the amount of \$49,140.00.

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**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

**FEE SUMMARY BY PHASE**

**PROJECT: SR 20 at E. Cherokee Dr  
09/11/13  
Cherokee County  
STV/RWA LOG NO. tbd**

<b>PHASE</b>		<b>TOTAL FEES</b>
<b>A. Surveying and Design</b>		
Item I	Utility Coordination	\$4,688
Item II	Survey	\$0
Item III	Update Design and Construction Plans, IF NEEDED	\$15,055
Item IV	Update Erosion Control Plans	\$24,397
Item V	Contingency	\$5,000
<b>B. Structural Engineering (Not in Scope)</b>		\$0
<b>C. Environmental and Permitting (Not in Scope)</b>		\$0
<b>D. Geotechnical Engineering (Not in Scope)</b>		\$0
<b>TOTAL AMOUNT OF CONTRACT</b>		<b>\$49,140</b>

## Assumption List

- 1 One site visit is required for erosion control plans and to verify field conditions are unchanged.
  - 2 No additional survey is assumed to be required. If later determined necessary, will be discussed with County.
  - 3 Current Utility Owner list to be provided to STV by County.
  - 4 STV to Coordinate directly with Utility Owners for plan markups of existing and proposed utility locations.
  - 5 Utility Owners to be given 60 days to respond for each submittal. Currently 1 submittal assumed.
  - 6 Caice is no longer available. InRoads software will be used for design revisions.
  - 7 Microstation Version J is no longer an option. Version V8i will be used and plans will be converted so they will plot correctly with GDOT's latest drivers.
  - 8 Only the plans that require revisions will be updated.
  - 9 Survey and DTM must be converted from Caice to InRoads.
  - 10 Here is the plan:
    - Start with utility coordination as that has the longest lead time.
    - Start erosion control updates while waiting for utility owner response.
    - Once utility markups received, assess whether design changes are required.
    - If so, update the design and revise new erosion control plans accordingly.
  - 11 It is assumed (and has been confirmed with GDOT) that MS4 will not apply to this project since ROW plans were approved prior to July 1, 2012.
-



PROJECT: SR 20 at E. Cherokee Dr  
 Cherokee County  
 11-Sep-13  
 STV/RWA LOG NO. tbd

Utility Coordination

Direct Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
<b>Engineering</b>				
Project Manager	0	\$207.00	\$0	
Senior Engineer	2	\$138.36	\$277	
Engineer	26	\$109.42	\$2,845	
Technician	20	\$78.31	\$1,566	
Clerical	0	\$65.40	\$0	
<b>Subtotal</b>	<b>48</b>			<b>\$4,688</b>
ODC (travel, postage, etc)				
<b>Total This phase</b>				<b>\$4,688</b>

Rates are based on current hourly wages, 158.50 audited overhead rate, and 10% profit. This yields a "multiplier" of 2.8435. So a wage of \$48.66/hour will equate to \$138.36.

**PROJECT: SR 20 at E. Cherokee Dr**  
**Cherokee County**  
**11-Sep-13**  
**STV/RWA LOG NO. 1bd**  
**Survey**

Task	Item/ Task Description	Project Manager	Senior Engineer	Engineer	Technician	Clerical	Total
	Additional Survey Coordination						0
	Field Check of Survey						0
	QC/QA DTM						0
	Project Management (Overall Database Phase)						0
							0
							0
							0
	Totals	0	0	0	0	0	0

PROJECT: SR 20 at E. Cherokee Dr  
 Cherokee County  
 11-Sep-13  
 STV/RWA LOG NO. tbd

Survey

Direct Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
Engineering				
Project Manager	0	\$207.00	\$0	
Senior Engineer	0	\$138.36	\$0	
Engineer	0	\$109.42	\$0	
Technician	0	\$78.31	\$0	
Clerical	0	\$65.40	\$0	
Subtotal	0			\$0
Survey - Topographic				
ROW staking				
<b>Total This Phase</b>				<b>\$0</b>

Rates are based on current hourly wages, 158.50 audited overhead rate, and 10% profit. This yields a "multiplier" of 2.8435. So a wage of \$48.66/hour will equate to \$138.36.



PROJECT: SR 20 at E. Cherokee Dr  
 Cherokee County  
 11-Sep-13  
 STV/RWA LOG NO. tbd

**Update Design and Construction Plans, IF NEEDED**

Direct Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
Road Design				
Project Manager	8	\$207.00	\$1,656	
Senior Engineer	32	\$138.36	\$4,428	
Engineer	52	\$109.42	\$5,690	
Technician	36	\$78.31	\$2,819	
Clerical	4	\$65.40	\$262	
Subtotal	132			\$14,855
ODC - printing, postage				\$200
<b>Total This Phase</b>				<b>\$15,055</b>

Rates are based on current hourly wages, 158.50 audited overhead rate, and 10% profit. This yields a "multiplier" of 2.8435. So a wage of \$48.66/hour will equate to \$138.36.

PROJECT: SR 20 at E. Cherokee Dr  
 Cherokee County  
 11-Sep-13  
 STV/RWA LOG NO. tbd

Update Erosion Control Plans

Task	Item/ Task Description	Drawings	Project Manager	Senior Engineer	Engineer	Technician	Clerical	Total
	Site Visit			8	8			16
	DIM Conversion from Cuts to InRoads					4		4
	Update Erosion Control General Notes and list codes in plan				4	4		8
	Develop Initial Phase BMP plans				8	8		16
	Update Stage 1 BMP plans				12	8		20
	Develop Final Phase BMP plans				8	8		16
	Update and Populate Checklists				16			16
	Add 16 Series to plans					2		2
	Update Comprehensive Modeling Plan and Notes			2	6			8
	Update storage calculations and populate chart in plans			2	20			22
	Update drainage area chart with proposed development info			2	8			10
	Add ESA/void OBF to plans and quantify OBF (Orange Bar/let Fences)				2	2		4
	File conversions for plotting					24		24
	Internal QC Reviews		12	16				28
	Project Management & Contract Admin		12				4	16
	<b>Totals</b>	<b>0</b>	<b>24</b>	<b>30</b>	<b>92</b>	<b>60</b>	<b>4</b>	<b>210</b>

PROJECT: SR 20 at E. Cherokee Dr  
 Cherokee County  
 11-Sep-13  
 STV/RWA LOG NO. tbd

**Update Erosion Control Plans**

Direct Costs				
Personnel	Est Hours	Rate/Hr	Cost (\$)	Totals
ROW Plans				
Project Manager	24	\$207.00	\$4,968	
Senior Engineer	30	\$138.36	\$4,151	
Engineer	92	\$109.42	\$10,067	
Technician	60	\$78.31	\$4,699	
Clerical	4	\$65.40	\$262	
Subtotal	210			\$24,147
ODG - travel, postage				\$250
<b>Total This Phase</b>				<b>\$24,397</b>

Rates are based on current hourly wages, 158.50 audited overhead rate, and 10% profit. This yields a "multiplier" of 2.8435. So a wage of \$48.66/hour will equate to \$138.36.





### Cherokee County, Georgia Agenda Request

SUBJECT: Fire Services Agreement – Waleska

MEETING DATE: October 15, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

**COMMISSION ACTION REQUESTED:**

Approve 5-year fire services agreement between Cherokee County and the City of Waleska commencing on October 1, 2013.

**FACTS AND ISSUES:**

The current fire services agreement expired on July 24, 2013 and is attached for reference. The original agreement was adopted on July 24, 1998 for an initial period of ten years with an automatic renewal for an additional 5-year period.

The new fire services agreement has been adopted by the Waleska Mayor and City Council and was modeled using the Holly Springs Fire Services Agreement recently renewed by the Board of Commissioners and the City of Holly Springs. The Waleska agreement does not include a credit for fire plan review and inspections and does not reference Tax Allocation District credits.

**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: Yes  No  Ordinance/Resolution: Yes  No

Note: Contracts, ordinances & resolutions require prior review and approval by County Manager and County Attorney.

**ADMINISTRATIVE RECOMMENDATION:**

Approve 5-year Fire Services Agreement.

**REVIEWED BY:**

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

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

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

**FIRE & EMERGENCY SERVICES AGREEMENT**  
**Between**  
**CHEROKEE COUNTY AND**  
**CITY OF WALESKA**

This Agreement is made and entered into this 1<sup>st</sup> day of October, 2013, by and between the CHEROKEE COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners, (the "County"), and the CITY OF WALESKA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Mayor and City Council for the City of WALESKA, (the "City"), collectively referred to as the Parties.

**WHEREAS**, the County presently furnishes, within its own boundaries and within the City, certain fire and emergency services, including fire suppression, rescue, hazardous material response, fire prevention, emergency medical services (life support), as well as administrative services necessary to support said programs; and

**WHEREAS**, the City is desirous of contracting for fire and emergency services for the City of WALESKA; and

**WHEREAS**, the Constitution of the State of Georgia, *Art. IX, § III, Para. I*, authorizes local governments to enter into agreements for joint or cooperative action; and

**WHEREAS**, the Parties desire to provide for a more effective, economical and efficient means of providing fire and emergency services within the City by maximizing the use of personnel, facilities and equipment;

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the Parties do hereby agree as follows:

**1. TERM:**

The term of this Agreement shall be for a period of five (5) years, commencing on October 1, 2013 and ending on the 30<sup>th</sup> day of September, 2018, and shall automatically renew for an additional five (5) years, unless the governing authority of one or both Parties takes affirmative action not to renew at the end of the initial term, said term is modified by mutual agreement, or the Agreement is terminated as outlined in Article 12.

**2. SERVICE AREA:**

The services contracted for herein shall be provided within the corporate limits of the City of WALESKA, State of Georgia, as amended through annexation during the term of this Agreement. The expectation is that, by working jointly, the Parties will improve their protection class rating from five (5) to (4) within the contract period.

**3. DURING THE TERM OF THIS AGREEMENT, THE CITY SHALL:**

a. Pay to the County compensation, the amount of which shall be determined as follows:

First, take the current millage rate of 3.394, or the rate charged unincorporated property if different, and multiply that by 100% of the "Net M&O Tax Digest 40% Value" (Gross Digest

less Exemptions M&O) for the WALESKA Tax District, as shown on the County Tax Digest approved by the State of Georgia Department of Revenue (an example of which is attached hereto and marked Exhibit "A").

**For example**, using this formula based on the 2012 tax digest, the amount of compensation would be determined as follows:

(i) One would multiply the millage rate and the "Net M&O Tax Digest 40% Value":

$$.00394 \times \$5,825,977 \text{ (2012 "Net M\&O Tax Digest 40\% Value")} = \$22,954.35$$

Payment is due to the County by May 1 each year for services provided during that fiscal year. For example: Payment for services provided by the County for fiscal year 2014 (October 1, 2013 – September 30, 2014) shall be based on the 2013 tax digest and shall be due to the County on May 1, 2014.

- b. Notify the County Fire Chief by e-mail in the event the City makes any changes in the road or street network within the City, temporarily or permanently closes any road or street to vehicular traffic or becomes aware of any changes or interruptions in the water service to any area within the City.
- c. Work cooperatively with the County to maintain an ISO protection class rating of five (5) and accomplish the Parties' goal of achieving a rating of four (4).

#### **4. THE COUNTY SHALL:**

- a. Work diligently to respond to all emergency fire, hazardous material, and lifesaving related alarms within the City in a time intended not to exceed eight (8) minutes, and provide fire prevention, pre-fire inspection, hydrant flow, community services and such other usual and customary services as are provided within the County. The County agrees to work cooperatively with the City to maintain an ISO protection class rating of five (5) for the fire department, but will not guarantee a rating of five (5) if actions or inactions by the City (i.e., annexation, code enforcement, water availability) impact the ability to maintain a protection class rating of five (5) or achieve a rating of four (4).
- b. Ensure staffing at Station 12 is sufficient to provide the services identified in this Agreement, which staffing should include an average of three (3) fully qualified and firefighter trained personnel twenty-four (24) hours per day seven (7) days a week during the term of this Agreement. During the term of this Agreement, the individuals used to staff Station 12 will be determined by the County's Fire Chief using acceptable industry standards, and the Fire Chief shall consult with the City Manager regarding staffing concerns.
- c. Ensure that an ambulance (squad) is assigned and deployed from Station 12 to respond to ALS alarms.
- d. In responding to specific incidents, rely on support provided by personnel, apparatus and equipment deployed from Stations 12 and surrounding stations.
- e. Discuss with the City, prior to implementation, any operational changes or new programs, which may impact future costs or levels of fire service to the City.

- f. Provide quarterly reporting to the City of equipment deployment, as well as total call volume, type and location in the City, and emergency calls inside the City and the County from Stations 12.

**5. THE COUNTY AND CITY EACH AGREE TO:**

- a. Provide written notice at least ninety (90) days in advance of any proposed changes in its ordinances, laws or regulations which would impact the delivery of fire services set forth herein or which would increase or change the level of services required. The Parties agree that if one Party makes changes to its ordinances, laws or regulations that impact the obligations of the other Party hereunder, the other Party shall have the opportunity to notify the Party making the changes of its decision to accept or reject the changes proposed as well as any additional payment or payment deduction that may be required related thereto.
- b. Mutually decide on the need for capital additions and replacements at stations serving the City, and negotiate a fair and reasonable sharing of such capital costs.

**6. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:**

Each of the Parties agree that, insofar as it is authorized to do so by applicable law, it will protect, save and hold harmless the other Party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.

**7. LIABILITY INSURANCE:**

During the term of this Agreement, the County shall provide the City with a certificate of insurance evidencing commercially reasonable property damage, collision and liability insurance coverage for all apparatus and equipment owned by the City and operated by the County and/or the WALESKA Volunteer Fire Department. Said certificate of insurance will indicate the limits of liability indemnification and the coverage period.

**8. ENFORCEMENT OF CODES:**

It is acknowledged by the Parties that the County has assumed the duty to provide code enforcement or building or fire inspection services that might be required under Georgia Law or any ordinance of the City in accordance with an authorized intergovernmental agreement.

**9. DEFAULT:**

Failure by either Party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other Party to declare a default and/or terminate this Agreement.

Should either Party file suit, commence any other legal or equitable proceeding against the other for breach of this Agreement or should arbitration proceedings be commenced, the prevailing Party shall be entitled to recover all of its expenses, including attorney's fees, court costs and arbitration expenses in addition to any damages or other judgment allowed.

**10. WAIVER:**

Failure by either Party to strictly enforce any provision hereof or to declare a breach shall not constitute a waiver thereof, nor shall it waive said Party's right to demand strict performance of that or any other provision of this Agreement at any time thereafter.

**11. CONTRACT RENEWAL:**

No later than six (6) months prior to the expiration of this Agreement, the County will provide the City with a proposal for renewal of this Agreement, if such renewal is desired, which includes a five (5) year comprehensive plan for services to be provided to the City as defined in Article 4 (a) above and the cost of providing said services to the City. Negotiations for renewal of this Agreement, if such renewal is desired, shall commence not later than six (6) months prior to the expiration of this Agreement.

**12. ENTIRE CONTRACT:**

This instrument constitutes the entire agreement between the Parties and supersedes all prior agreements. The Parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modifications of this Agreement shall have no force or effect unless in writing signed by both Parties.

**13. TERMINATION:**

This Agreement may be terminated for convenience by either Party when that Party gives notice to the other Party in writing at least twelve (12) months prior to its intended withdrawal from this Agreement.

**14. SEVERABILITY:**

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

**15. THIRD PARTY BENEFITARIES:**

This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

**16. MUTUAL AID AGREEMENT:**

If this Agreement is terminated or not renewed for any reason, the Parties agree to work cooperatively and negotiate a mutual aid agreement for fire and emergency services.

**17. NOTIFICATION:**

Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing by certified mail, return receipt requested, by enclosing said notice in a postage prepaid envelope addressed as follows:

To the County:

County Manager  
1130 Bluffs Parkway  
Canton, GA 30114

To the City:

City Manager  
8891 Fincher Road  
WALESKA, GA 30183

**18. AUTHORITY:**

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

**19. RECORDS:**

Each Party shall maintain records relating to matters covered by this Agreement as required by Georgia law. Such records shall be maintained for a period of three years following the termination of this Agreement.

**20. NON-DISCRIMINATION:**

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 Parties agree that, during performance of this Agreement, each Party, 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, each Party agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 20 in any subcontract for services contemplated under this Agreement.

**21. IMMIGRATION COMPLIANCE:**

Pursuant to O.C.G.A. § 13-10-91, *et seq.*, the Parties shall not enter into a contract for the physical performance of services within the State of Georgia unless the other Party shall provide evidence on forms attached hereto as Exhibits "C" and "D" (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 its subcontractors have 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 contract to ensure that no unauthorized aliens will be employed. Each Party hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "C", and submitted such

affidavit to the other Party. In the event a Party employs or contracts with any subcontractor(s) in connection with the covered contract, the Party employing or contracting with any subcontractor 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 "D", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

The Parties hereby agree 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. Each Party'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 "C" and incorporated herein by this reference.

The Parties agree that the employee-number category designated below is correct in relation that that Party's employee status.

COUNTY:

- \_\_\_\_\_ 500 or more employees
- \_\_\_\_\_ 100 or more employees
- \_\_\_\_\_ Fewer than 100 employees

CITY:

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

Each Party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such Party 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.

**22. FORCE MAJEURE:**

Neither the County nor City 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; (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.

[SIGNATURES ON FOLLOWING PAGE]

APPROVED by the Cherokee County Board of Commissioners this \_\_\_\_ day of \_\_\_\_\_, 2013.

**CHEROKEE COUNTY**

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

ATTEST:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Angela Davis, County Attorney  
JARRARD & DAVIS, LLC

APPROVED by the Mayor and Council of the City of WALESKA this 5 day of August, 2013

**CITY OF WALESKA**

Doris Jones  
Doris Jones, Mayor

ATTEST:

Aimee Abernathy  
Aimee Abernathy, City Clerk

APPROVED AS TO LEGAL FORM:

Dana M. Thompson, by Patricia A. Key  
Dana M. Thompson, City Attorney *(w/express permission)*

**EXHIBIT "A"**

**[INSERT COUNTY TAX DIGEST  
AS APPROVED BY THE STATE OF GEORGIA DEPARTMENT OF REVENUE]**

**EXHIBIT "B"**

**[INSERT CERTIFICATION OF TAX INCREMENT BASE FOR THE TAX DISTRICT  
DEFINED AS "WALESKA NEW TOWN CENTER REDEVELOPMENT PLAN - TAX  
APPLICATION DISTRICT ONE"]**

**EXHIBIT "C"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the entity which is engaged in the physical performance of services with \_\_\_\_\_ (local government) 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 will continue to use the federal work authorization program throughout the contract period and the undersigned will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit with the information required by O.C.G.A. § 13-10-91(b).

The undersigned 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 Local Government Entity

\_\_\_\_\_  
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 "D"**

**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 local government) working with \_\_\_\_\_ (name of other local government) 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 \_\_\_\_\_ (local government) 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 \_\_\_\_\_ (local government).

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

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

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

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

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

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

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

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

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

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

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

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

[NOTARY SEAL]

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

STATE OF GEORGIA

COUNTY OF CHEROKEE

AGREEMENT

This Agreement made and entered into this 24th day of July, 1998, by and between Cherokee County, acting by and through its Board of Commissioners, and the City of Waleska, acting by and through its Mayor and City Council;

WITNESSETH:

Whereas, the voters of Cherokee County have passed a referendum establishing a special tax district for the provision of fire services within unincorporated Cherokee County; and

Whereas, it is desirable that the municipalities of Cherokee County join contractually with said fire district in order to provide more efficient fire services to all the systems of Cherokee County; and

Whereas, it has been determined by the various local governing authorities within Cherokee County that in addition to providing more efficient fire services, said services can be more economically provided in a larger scale;

NOW, THEREFORE, in consideration of the mutual promises and premises contained herein, it is agreed by the parties as follows:

1. This contract shall be for a period of ten (10) years and shall be automatically renewed for additional five (5) year periods, unless action is taken by either party to terminate the agreement.

2. This agreement may be canceled upon six (6) months written notice by either governing body.
3. The County agrees that it will not remove the fire fighting equipment currently used in Waleska from the jurisdiction without good cause. The County shall be responsible for the insurance, maintenance and operation of all equipment. The County shall also be responsible for the replacement of the equipment when it ceases to be useful. Any equipment replaced by the County shall become the property of the County.
4. The County shall negotiate with the City every two (2) years for the cost of leasing fire service space in the City of Waleska Fire Station facility until such time as a new facility is built by the County. The initial rate shall be a lease of \$1.00 per year. The County will pay maintenance, insurance and associated costs.
5. In hiring fire department personnel, the County will give due consideration to those persons who have served as volunteer fire fighters in the Waleska area.
6. The City of Waleska fire station shall be staffed as necessary to provide a level of service equal to or better than the current level of service. The minimum staffing shall be as follows:
  - \* 3 Driver/Operators/Fire Fighters
  - \* No less than one (1) driver operator will be on

duty 24 hours, 7 days a week.

7. The County shall work with City authorities to reduce the ISO rating for the City of Waleska.
8. The County fire service shall perform fire marshal duties, fire hydrant maintenance, pre-fire planning, and plan review for the City at no cost to the City of Waleska.
9. The City of Waleska shall compensate the County for these services at the initial rate of 2.5 mils or the rate being charged County residents of the incorporated 40% value of the City's tax digest. This amount shall not exceed 3 mils. The amount shall be collected directly from the residents of Waleska by the County at no charge to the City.
10. The County shall defend all actions of litigation brought against the fire department inside the corporate city limits of the City of Waleska at no cost to the City of Waleska.

This Agreement made and entered into the date first above written.

BOARD OF COMMISSIONERS  
OF CHEROKEE COUNTY

BY: Hollis Q. Latham  
HOLLIS Q. LATHEM, CHAIRMAN

ATTEST:

Karen S. Huey  
KAREN S. HUEY, COUNTY CLERK

(SEAL)

CITY OF WALESKA

ATTEST:

Judy M. Free  
JUDY FREE, CITY CLERK

BY: Marguerite S. Cline  
MARGUERITE CLINE, MAYOR

Wm. L. Cline  
COUNCIL MEMBER

Mary Helen Lamb  
COUNCIL MEMBER

Judy R. Phillips  
COUNCIL MEMBER

J. R. Huddleston  
COUNCIL MEMBER

Edna S. Cook  
COUNCIL MEMBER

Walter A. Rockett  
COUNCIL MEMBER

(SEAL)





# Cherokee County, Georgia Agenda Request

2.10

SUBJECT: Do Not Seek Replacement TAN in FY2014 MEETING DATE: 10/15/2013

SUBMITTED BY: Janelle Funk

**COMMISSION ACTION REQUESTED:**

Since the County's cash low point is estimated at \$5,500,000, the Finance Department requests the BOC to repay the 2013 TAN and not seek a 2014 TAN. This will reduce operating cash by \$1,264,900; however, the cash low point will then be approximately \$4,235,000 which seems adequate for 2014. This action will save the County approximately \$45,000 in interest costs budgeted in FY2014.

**FACTS AND ISSUES:**

In March 2009 the County issued a TAN as a financing mechanism to purchase land held for economic development. 77.37 acres near Old Page Place Road was purchased with the TAN proceeds of \$1,427,400. Per state law, TANs must be repaid by the end of every calendar year. Therefore at the end of 2009, the County repaid the TAN (plus 4.75% interest) with operating cash, then issued a replacement TAN in 2010 to replenish operating cash. The County has followed this financing cycle from 2009 – 2013. Since the County's cash balances have improved, replenishing operating cash is not necessary. When this property is sold, the County's operating cash will be restored with the proceeds.

**BUDGET:**

Budgeted Amount:	\$60,083	Account Name: Economic Development – Other Debt Payments
Amount Encumbered:	\$15,021	Account #: 27512000-582300
Amount Spent to Date:	\$0	
Amount Requested:	(\$45,062)	
Remaining Budget:	\$0	

Budget Adjustment Necessary: Yes  No  Note: If yes, please attach budget amendment form.  
Contract: Yes  No  Ordinance/Resolution: Yes  No   
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

**ADMINISTRATIVE RECOMMENDATION:**

Approve

**REVIEWED BY:**

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

AGENCY DIRECTOR: \_\_\_\_\_ *Janelle Funk*

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



Gene Hobgood, *Mayor*  
E. Scott Wood, *City Manager*  
Susan C. Stanton, *City Clerk*



# City of Canton

151 Elizabeth Street  
Canton GA 30114  
Phone 770-704-1500  
Fax 770-704-1538  
[www.canton-georgia.com](http://www.canton-georgia.com)

E.H. "Hooky" Huffman, Ward I, *City Council*  
Bob Rush, Ward I, *City Council*  
Jack Goodwin, Ward II, *City Council*  
Bill Bryan, Ward II, *City Council*  
John Beresford, Ward III, *City Council*  
Glen Cummins, Ward III, *City Council*

September 17, 2013

CERTIFIED MAIL NO.: 7709-2250-0004-2813-3080

Return Receipt

The Board of County Commissioners of Cherokee County  
c/o Mr. Jerry Cooper, County Manager  
90 North Street, Suite 310  
Canton, GA 30114

Subject: Annexation Request AX1309-001  
2333 Cumming Highway, Canton, Georgia 30114  
Map Book #14N23A, Parcel 017

Dear Sirs:

Please be advised that the City of Canton, Georgia, by the authority vested in the Mayor and City Council by O.C.G.A. 36-36-21 intends to consider the annexation of the above referenced subject property at a regular meeting of the Mayor and City Council.

This letter has been sent to you via certified mail as required by O.C.G.A. 36-36-9 for notification of annexation case AX1309-001.

Please find enclosed a copy of the annexation and rezoning applications for the subject property (2333 Cumming Highway, Canton, Georgia 30114, Map Book Number 14N23A, Parcel 017).

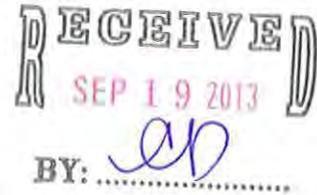
A public hearing has been scheduled for October 21, 2013 before the Planning Commission of the City of Canton. The annexation and rezoning requests will be heard at this time. Be advised that the City has received a request from the applicant's representative that their applications be heard during the November 11, 2013 Planning Commission public hearing. The request for a deferral is still being considered by the City. When a decision has been reached, you will be notified by certified mail. The applicant is seeking a C-2 (General Commercial) zoning classification that would allow for the operation of a convenience store with gas pumps.

If the County has a bona fide land use classification objection under O.C.G.A. 36-36-11, in accordance with the land use dispute resolution mechanism process; you must notify the City of Canton Department of Community Development within ten (10) working days from the date of the receipt of this letter.

Thank you for your continued assistance,

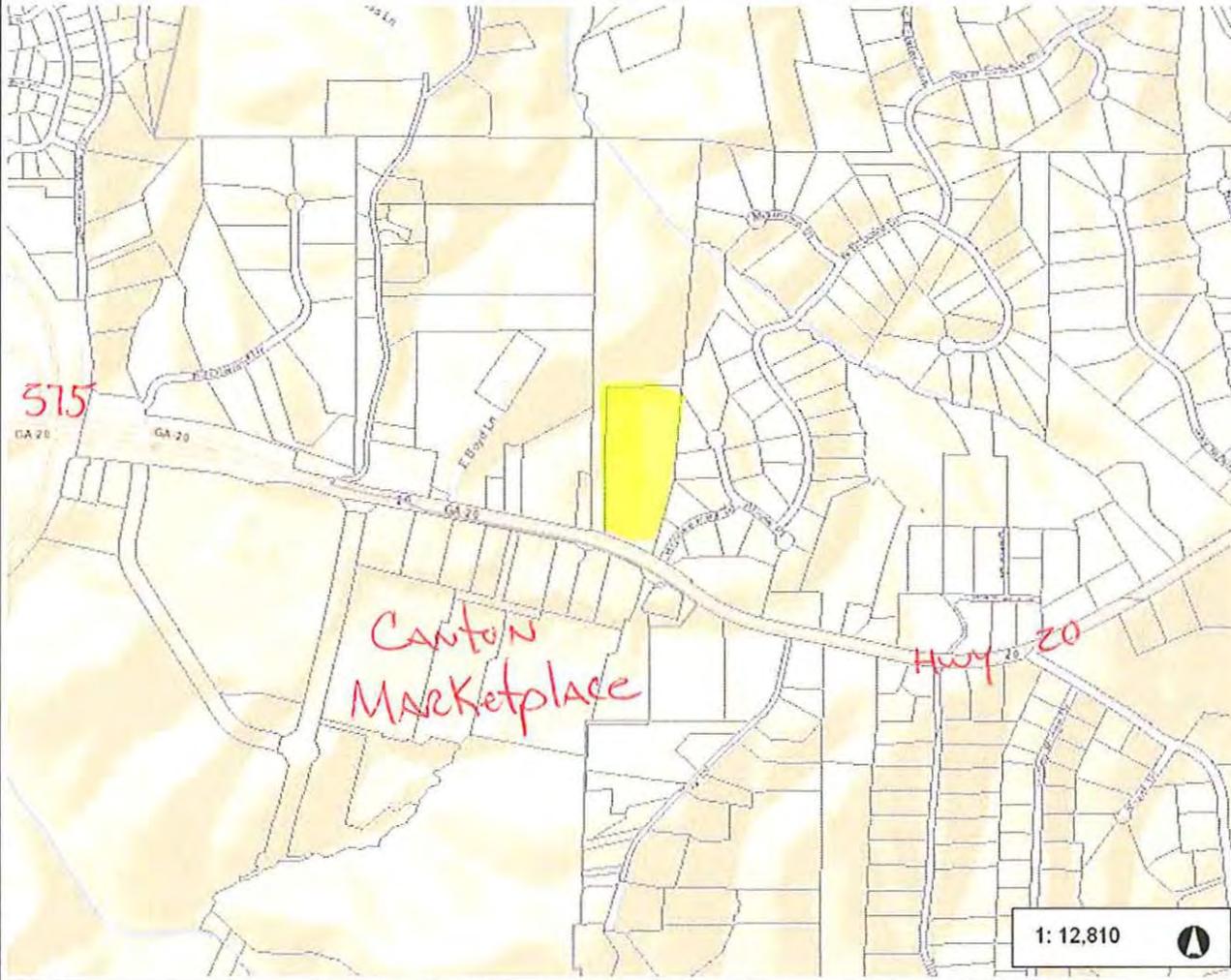
Steve Green  
Zoning Administrator

CC: Mr. Robert Dyer, City Attorney  
Mr. Ken Patton, Director of Community Development  
File AZ1309-001 and Z1309-001





# Cherokee County, GA



### Legend

- City and County Boundary
- Churches
- Schools
- Tax Parcels
- World Street Map

1: 12,810



### Notes

2,135.0 0 1,067.51 2,135.0 U.S. Survey Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

# 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