



Cherokee County Board of Commissioners WORK SESSION AGENDA

January 7, 2014
3:00 p.m. | Cherokee Hall

1. Employee Service Recognition by Steve McClure.
2. Update on Ethics Committee Candidates.
3. Discussion of Regular Agenda Items.

Executive Session to Follow



Cherokee County Board of Commissioners

AGENDA

January 7, 2014
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

AMENDMENTS TO AGENDA

ANNOUNCEMENTS

1. **2014 Guns and Hoses** 5K and 1 Mile Fun Run, Saturday, February 15 at Hobgood Park in Woodstock. Registration information is available on the table outside Cherokee Hall or visit crpa.net for a link to online registration.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM DECEMBER 3, 2013.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM DECEMBER 17, 2013.

PUBLIC HEARING

PUBLIC COMMENT

ZONING CASES

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Reminder and notice of retreat.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

COUNTY MANAGER

- 2.1 Consider renewal of Professional Services Agreement (PSA) between Rindt-McDuff Associates, Inc. and Cherokee County for Blalock Landfill closure for amount not to exceed \$147,300.00.
 - 2.2 Consider acceptance of ASPCA Grant Award and budget amendment in the amount of \$3,000.00 for the care of impounded Tietjen Show Dogs at the Animal Shelter.
-

COUNTY ATTORNEY

- 3.1 City of Woodstock Annexation Notice for property located on Old Rope Mill Road.

ADJOURN

Cherokee County, Georgia
Agenda Request

Work Session

SUBJECT: Employee Service Recognition

MEETING DATE: January 7th, 2014

SUBMITTED BY: Rachael Mahurin

COMMISSION ACTION REQUESTED:

Allow the Human Resources Director to recognize employees who have reached service milestones of 10, 15, 20 and 25 years during the BOC work session.

FACTS AND ISSUES:

57 employees have reached service milestones during the period of July 1, 2013- December 31, 2013. A listing of employees and years of service is attached.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Recognize these employees during the BOC work session.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



10 Years of Service				32
ALLEN	KEITH	12/30/2003	10	ADULT CORRECTIONAL INSTITUTE
ALLEN	STEVE	12/31/2003	10	FLEET MAINTENANCE
BASS	JEFFREY	09/02/2003	10	BUILDING INSPECTIONS
BOESE	ALECIA	11/03/2003	10	STATE COURT SOLICITOR
BROOKSHIRE	CINDY	11/19/2003	10	EMERGENCY 911 TELEPHONE
CAMPBELL	IRENE	07/10/2003	10	ADULT CORRECTIONAL INSTITUTE
CAVENDER	TIMOTHY	08/18/2003	10	FIRE ADMINISTRATION
COOK	JAMES	10/02/2003	10	UNIFORM PATROL
CROSSLAND	LYNNETTE	10/06/2003	10	TAX ASSESSOR
DAWSON	NORMAN	10/27/2003	10	FIRE FIGHTING
DOVER	JESSE	10/20/2003	10	ROADS & BRIDGES
DRISKELL	JEREMY	09/04/2003	10	COURT SERVICES
GREENE	GEORGE	10/02/2003	10	UNIFORM PATROL
GRIFFITHS	AVA	07/14/2003	10	FIRE ADMINISTRATION
HERRIN	JEREMY	07/10/2003	10	SHERIFF TRAINING DIVISION
JACKSON	SHEILA	07/10/2003	10	ADULT CORRECTIONAL INSTITUTE
JACKSON	ORIE	07/10/2003	10	UNIFORM PATROL
JOHNSON	MICHAEL	09/15/2003	10	RECYCLING CENTER
KEIM	ROBERT	07/10/2003	10	UNIFORM PATROL
LANDERS	DIANA	12/30/2003	10	COURT SERVICES
LUCA	NATHAN	07/10/2003	10	CMANS
MCELROY	SCOTT	10/02/2003	10	UNIFORM PATROL
MCELYEA	DAVID	09/29/2003	10	STATE COURT SOLICITOR
MILLSAP	KIMBERLY	10/27/2003	10	TAX ASSESSOR
MITCHELL	RICHARD	12/21/2003	10	FIRE FIGHTING
OWENS	LOUIE	11/17/2003	10	ROADS & BRIDGES
PARISIO	MARK	09/04/2003	10	ADULT CORRECTIONAL INSTITUTE
PRATHER	REBECCA	12/01/2003	10	TAX COMMISSIONER
ROACH	KEVIN	09/15/2003	10	CODE ENFORCEMENT
SHEARIN	BARBARA	12/08/2003	10	CATS
VANSCHUYVER	WILLIAM	07/10/2003	10	COURT SERVICES
ZAPP	KRISTEN	09/04/2003	10	CRIME AND INVESTIGATION
15 Years of Service				17
ALVIZO	LAURA	12/14/1998	15	SENIOR CENTER
ANDERSON	JENNIFER	08/03/1998	15	UNIFORM PATROL
AZAROFF	MATTHEW	11/30/1998	15	UNIFORM PATROL
BERRYMAN	KEITH	10/20/1998	15	FIRE FIGHTING
BROUGHTON	CLIFFORD	09/08/1998	15	CRIME AND INVESTIGATION
BURNS	JOHN	08/17/1998	15	CRIME AND INVESTIGATION
CAIN	AUTUMN	07/20/1998	15	UNIFORM PATROL
DAVIS	BABETTE	11/30/1998	15	FIRE PREVENTION
DENSMORE	WESLEY	10/24/1998	15	FIRE FIGHTING
GLISSON	KEVIN	08/17/1998	15	ADULT CORRECTIONAL INSTITUTE
ROGERS	HOLLY	01/12/1998	15	DISTRICT ATTORNEY
JOHNSON	KENNETH	08/17/1998	15	UNIFORM PATROL
JONES	STACY	08/19/1998	15	SENIOR CENTER
LISCIO	MARC	07/21/1998	15	FIRE FIGHTING
REECE	CHARLES	10/13/1998	15	FIRE FIGHTING
STRAUTS	CHRISTOPHER	11/16/1998	15	ADULT CORRECTIONAL INSTITUTE
WILLIAMS	JENNIFER	09/15/1998	15	DRUG ACCOUNTABILITY COURT
20 Years of Service				4
GIANFALA	JAMES	10/18/1993	20	CRIME AND INVESTIGATION
LITTLE	BILLY	11/15/1993	20	ADULT CORRECTIONAL INSTITUTE
NEW	JOHN	09/03/1993	20	UNIFORM PATROL
SATTERFIELD	JOE	07/07/1993	20	UNIFORM PATROL
25 Years of Service				4
BLACKWELL	ERNEST	09/06/1988	25	ROADS & BRIDGES
CARR	MARY	10/03/1988	25	UNIFORM PATROL
HUGHES	KERRY	07/31/1988	25	FIRE FIGHTING
TOWNSEND	FREDDIE	09/25/1988	25	FIRE FIGHTING

GUNS AND HOSES 5K

Saturday, February 15, 2014, 8 a.m. (check in 7 a.m.)

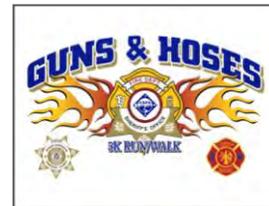
Hobgood Park, Woodstock

REGISTRATION FORM FOR 5K RUN

\$25 PRE-REGISTRATION (THROUGH JAN 31ST) / \$30 RACE DAY

1 MILE FUN RUN

\$10 PRE-REGISTRATION (THROUGH JAN 31ST) / \$15 RACE DAY



Cherokee Recreation and Parks Agency will be hosting its 8th annual 5K Run/Walk and Fun Run. The purpose of the run is to raise money for charity causes selected by both groups. This year, the charity for CCFD will be *The Goshen Valley Boys Ranch* which is a non-profit home serving young men in the state foster care system. The charity for Cherokee Sheriff's Office will be the *Cherokee Sheriff's Foundation* which provides funding for charities and people in need locally in Cherokee County. When registering, you will pick the team that you want to represent and a portion of your fee will go towards their chosen charity. Moisture-Wicking shirts in red/gold for the Hoses and navy/white for the Guns will be made available in your race packet for all 5K participants only. **(Shirt size selections will be guaranteed for those that register by January 31st ONLY).** All 1 mile Fun Run participants will earn a commemorative medal. For the 5K race, awards will be given in both male and female divisions and in a variety of age groups as well. For questions contact Kate Borden at (770) 924-7768 or kborden@cherokeega.com.

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

PLEASE CHECK WHICH TEAM YOU ARE RUNNING FOR AND WHICH RACE:

_____ 5K _____ 1 MILE FUN RUN _____ GUNS _____ HOSES

WAIVER OF LIABILITY (MUST BE SIGNED):

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

SIGNATURE: _____ DATE: _____

***MAKE CHECKS PAYABLE TO CCBOC.**

DROP OFF AT OR MAIL TO:

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

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

AMT PAID: _____	OFFICE USE ONLY	CASH _____
	CHECK _____	



Cherokee County Board of Commissioners WORK SESSION MINUTES

December 3, 2013

3:00 p.m. | Cherokee Hall

The Chairman began at 3:11 p.m. with all Commissioners present, except Commissioner Nelms who was unable to attend due to a business meeting.

The Chairman asked Commissioner Johnston to give an overview of the Town Hall meeting he held the previous evening. Commissioner Johnston shared that it was good to hear both sides. He feels there needs to be more positive incentives for someone who is willing to preserve a historic building and meet the demands of the County. Mr. Jeff Watkins mentioned Cobb County has a tax abatement program in place and he is looking into the different incentives we could provide. He added there is a long list of available funding from various groups but they want to be sure the local government is committed to historic preservation. Commissioner Johnston asked if adopting the resolution would show that the commitment they were looking for. Mr. Watkins replied that it was. The funds come in forms of grants and low interest loans and even forgivable loans. Commissioner Johnston stated it would be good to research the possible use of ad valorem as an incentive.

1. Discussion on Alcohol Beverages Ordinance Revision.

Ms. Davis began by referencing email discussion pointing out the items previously addressed that were either added or taken away. She mentioned the main point of discussion was determining the type of measurement of distance. Ms. Davis said State law says the measurement is the most direct route traveled on the ground. She added that the law was somewhat vague in description as to the means of travel on the ground. Ms. Davis stated that since there is a State law on this type of ordinance there is a preemption issue and they need to follow state law but they can be more stringent. Under State law the general distance requirement is 100 yards. The County applies a minimum of 300 feet but most distances are 600 feet. Ms. Davis suggested they could set up a scheme that would be less of a regulation imposed by State law. She

recommends sticking with State law but signifying the mode of travel as a way to measure. Discussion ensued on the best way to address the most direct route of travel on the ground as close to “as the crow flies” as possible and the issue of fences defeating the ordinance.

Commissioner Johnston referred to “consumption on premises lounge” versus “consumption on premises restaurant”. He added that since lounges are not allowed to be built in unincorporated portions of the County that possibly that part of the language can be removed. Ms. Davis said she would check to be sure that would be allowed before they adopt the amendment. Another suggestion was to leave it in for possible future scenarios.

Chief Collett asked if there would be a problem mirroring State law. Ms. Davis said they could if they choose to do so. Commissioner Johnston asked if the State law was clear in respect to schools. Ms. Davis read that it included the building and grounds of a school, but does not include grounds for churches. Mr. Cooper stated that he and staff would research the ordinance and work on a draft.

2. Discussion of Regular Agenda Items.

Public Hearings

- The Cherokee County Board of Commissioners hold a Public Hearing on December 3, 2013 to consider the full waiver of the one condition of zoning attached to the **1990 Rezone Case Number 90-07-101 Carole Crenshaw**.

Ms. Taylor-Lee provided an overview of the property located at 6615 Hickory Flat Highway which was zoned for use as a daycare/preschool only which shut down. She stated a dentist purchased the property and renovated it to use for an office which is consistent with the land use for that area. Signage was applied for and it was learned that this condition existed. She asked for consideration to remove the condition so the dentist can proceed with opening the office. Ms. Taylor-Lee stated it was posted and advertised.

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

- Consider resolution asking Facebook to protect our teenagers from predators and abuses of privacy.
- CCWSA (Cherokee County Waters and Sewerage Authority) earned Tops in State award of large water systems for “Public Education”.

There were no items to consider under the **Consent Agenda** portion.

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

- Consider acceptance of lease agreement to use Cherokee Charter Academy gymnasium facility for CYB (Cherokee Youth Basketball) practices and games for the 2013-2016 seasons.
- Consider acceptance of lease agreement to use Chris G. Hite Memorial Community Center gymnasium facility for CYB (Cherokee Youth Basketball) practices and games for the 2013-2016 seasons.
- Consideration of a request from the Cherokee County School System to execute a quit-claim deed that adds a portion of Parkbrooke Drive to County maintenance, approximately 275 feet in length.
- Amendment: Consider final acceptance of all public right-of-way, roadways, and appurtenant drainage structures in the Cherokee 75 Corporate Park.
- Amendment: Consider approval of Intergovernmental Agreement (IGA) with City of Woodstock Downtown Development Authority for use of CATS trolley for the month of December 2013.

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

- The Cherokee County Board of Commissioners held a Public Hearing on November 19, 2013 at 6:00 p.m. to consider approval to remove conditions placed upon **property located at 7709 Turner Road** at the time of rezoning of property from R-1A (Residential) to CN (Commercial) on January 14, 1986, Case No. 85-10-79. By unanimous vote, no action was taken and the Case was moved to the December 3, 2013 meeting.

Ms. Davis deferred the discussion to Ms. Taylor-Lee. Ms. Taylor-Lee stated she and Commissioner Gunnin met with the interested parties including the proposed user and the bank. She referred to the revised list of potential uses and the planned use for the facility. The applicant plans to expand the building by 5,000 additional square feet bringing the maximum up to no more than

10,000 square feet. Commissioner Gunnin stated he had spoken to residents who live next door to the facility and that they are concerned about the possible expansion. He added there are not many people interested in the potential uses for the facility as is. He said Ms. Baker asked for the stipulation on the zoning to be removed so that in the event she was ready to expand, she could. Ms. Taylor-Lee indicated she thinks there is confusion that this property would be up for rezoning which is not the case. Further discussion ensued on potential uses. Commissioners Johnston and Poole expressed their support for Commissioner Gunnin's decision.

The Chairman stated that they would not have a public hearing but if three people signed up for public comment and wanted to discuss it they could. Commissioner Johnston asked if they would be following the Zoning Procedures Act and if so, then they would have to structure it as a public hearing. Ms. Davis interjected that if they were to allow people to discuss as a public hearing without advertising it, then it would be unfair to those who might otherwise come. She said they are not obligated to open another public hearing, but if they were, they would need to provide a 15 day notice.

3. Retreat Topics.

The Chairman asked if anyone had a topic they would like to discuss during the retreat and stated he would work on a packet during the holidays. The Chairman mentioned the following topics:

- The Board of Ethics and changes they would make if they could; who is covered under the Ethics Board; and influence on hiring. The Chairman stated he has both Cobb and Cherokee ordinances as well as an ACCG draft model ordinance.
- Consideration of a basic draft of the County's Strategic Plan as discussed last year, hoping to get a little than last year.
- Discussion of Historic Preservation Ordinance.
- Consideration of whether the elected Board of Commissioners should be party-affiliated. Commissioner Johnston feels it would be an uphill battle to change it.

The Chairman asked if anyone else had suggestions for discussion topics. He reminded everyone the meetings are open to the public and media. Commissioner Johnston stated a possibility would be to discuss fire consolidation with the City of Canton.

Mr. Watkins stepped forward to recognize Mr. Michael Chapman who is now a certified planner. Now all staff in Planning and Zoning are AICP certified planners. Commissioner Johnston congratulated Mr. Chapman on his accomplishment and Mr. Watkins on having an all-certified team.

Commissioner Poole asked Mr. Cooper and Chief Collett about the status of the tag office situation. Chief Collett stated that will be rectified starting the next Monday. He added that Ms. Little set up a meeting with the head of security at the Justice Center for after the first of the year to do a walk-through of both tax campuses and help with developing a security plan. Commissioner Poole asked if there was a kind of security wall to prevent someone from jumping over the counter. Mr. Cooper replied that it is similar to the desks at the Bluffs. Sergeant Killian approached the podium and stated she contacted Deputy Holcomb at Court Security. She said he had gone to Federal Marshal School and has been trained in security evaluations at courthouses and other government buildings. He does evaluations to make sure policies and procedures are up to date and he will be doing the evaluations at both campuses and make recommendations. Commissioner Poole thanked Chief Collett for the update.

The Chairman announced his intent to run for re-election next year.

Hearing no further business, Commissioner Poole made a motion to adjourn to Executive Session at 4:54 p.m. to discuss property acquisition, personnel matters and pending or threatened litigation; Commissioner Gunnin seconded and the motion was unanimously approved.

Executive Session followed



Cherokee County Board of Commissioners

MINUTES

December 3, 2013 Regular Meeting

INVOCATION

Cindy O'Leary with the Hope Center gave the invocation.

PLEDGE OF ALLEGIANCE

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

Commissioner Poole led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

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

RATIFY CLOSURE OF EXECUTIVE SESSION

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

Commissioner Johnston made the motion to approve; Commissioner Poole seconded and there was unanimous approval 4-0.

PRESENTATIONS/PROCLAMATIONS

None Scheduled.

AMENDMENTS TO AGENDA

1. Add item 2.4 under the County Manager's portion: Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Cherokee 75 Corporate Park.
2. Add item 2.5 under County Manager's portion: Consider approval of IGA with City of Woodstock Downtown Development Authority for use of CATS trolley.

Commissioner Johnston made a motion to approve; Commissioner Gunnin seconded and there was 4-0 unanimous approval.

ANNOUNCEMENTS

Chairman Ahrens added an announcement regarding public informational meetings concerning various alternate routes for State Route 20.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM NOVEMBER 19, 2013.

Commissioner Poole made a motion to approve; Commissioner Johnston seconded and there was unanimous approval 4-0.

PUBLIC HEARING

The Cherokee County Board of Commissioners hold a Public Hearing on December 3, 2016 to consider the full waiver of the one condition of zoning attached to the **1990 Rezone Case Number 90-07-101 Carole Crenshaw**.

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

No one had signed up to speak in support or opposition of the request.

Ms. Vicki Taylor Lee gave an overview of the case of property located at 6615 Hickory Flat Highway which was zoned for use as a daycare/preschool only. She said the request was seeking to remove the condition placed at that time and to allow full Neighborhood Commercial to allow for a dentist office to open.



Commissioner Poole made a motion to close the Public Hearing at 6:10 p.m.; Commissioner Gunnin seconded and there was unanimous approval.

Commissioner Johnston made the motion to approve the request to remove the condition and allow full Neighborhood Commercial use; Commissioner Gunnin seconded and there was unanimous approval 4-0.

PUBLIC COMMENT

No one signed up to speak.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Consider resolution asking Facebook to protect our teenagers from predators and abuses of privacy.

Commissioner Johnston made a motion to approve; Commissioner Poole seconded and there was unanimous approval 4-0.

- B. CCWSA (Cherokee County Water and Sewerage Authority) earned Tops in State award of large water systems for 'Public Education'.

Chairman Ahrens stated that this was for informational purposes as the CCWSA is a separate entity. He said that he was very proud of CCWSA on this statewide recognition that included such major water systems as Gwinnett, Clayton and Dekalb. He added that he hopes our media will follow up and maybe provide a little more information.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON



COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

COUNTY MANAGER

2.1 Consider acceptance of lease agreement to use Cherokee Charter Academy gymnasium facility for CYB (Cherokee Youth Basketball) practices and games for the 2013-2016 seasons.

Commissioner Gunnin made a motion to approve; Commissioner Johnston seconded and there was unanimous approval 4-0.

2.2 Consider acceptance of lease agreement to use Chris G. Hite Memorial Community Center gymnasium facility for CYB (Cherokee Youth Basketball) practices and games for the 2013-2016 seasons.

Commissioner Poole made a motion to approve; Commissioner Gunnin seconded and there was unanimous approval 4-0.



- 2.3 Consideration of a request from the Cherokee County School System to execute a quit-claim deed that adds a portion of Parkbrooke Drive to County maintenance, approximately 275 feet in length.

Commissioner Poole made a motion to approve; Commissioner Gunnin seconded and there was unanimous approval 4-0.

- 2.4 Amendment: Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Cherokee 75 Corporate Park.

Commissioner Gunnin made a motion to approve; Commissioner Johnston seconded and there was unanimous approval 4-0.

- 2.5 Amendment: Consider approval of Intergovernmental Agreement (IGA) with City of Woodstock Downtown Development Authority for use of CATS Trolley for the month of December 2013.

Commissioner Poole made a motion to approve; Commissioner Johnston seconded and there was unanimous approval 4-0.

COUNTY ATTORNEY

- 3.1 The Cherokee County Board of Commissioners held a Public Hearing on November 19, 2013 at 6:00 p.m. to consider approval to remove conditions placed upon **property located at 7709 Turner Road** at the time of rezoning of property from R-1A (Residential) to CN (Commercial) on January 14, 1986, Case No. 85-10-79. By unanimous vote, no action was taken and the Case was moved to the December 3, 2013 meeting.

Ms. Davis gave a brief summary and deferred the discussion to Ms. Vicki Taylor Lee and Commissioner Gunnin who had been working on the case since the Public Hearing on November 19, 2013.

Ms. Taylor Lee referenced the revised list of uses provided to the Board today and also a couple of sketches she had made of the property related to



possible future expansion which would allow for no more than a total of 10,000 additional square feet. Commissioner Gunnin recalled the agreement of applicant Ms. Baker to adhere to the provisions discussed in meetings which includes the requirement of a vegetative border in the event of any future construction. Ms. Baker spoke to the Board, thanking them for their consideration and work and her request and stated her agreement to the conditions as discussed.

Commissioner Gunnin made a motion to approve; Ms. Davis asked Commissioner Gunnin for clarification on the vegetative border requirement. Specifically she asked for the record what type of trees were to be planted and how far apart. Commissioner Gunnin replied that the trees were to be juniper-type trees and deferred to Ms. Taylor Lee on how far apart to be planted. Ms. Taylor Lee stated that it would be appropriate to have them planted 20 feet apart on center. Commissioner Johnston asked for clarification on the buffer which was referenced once at 35 feet and then 30 feet. Ms. Taylor Lee replied that the correct buffer is 30 feet. Commissioner Johnston seconded and there was unanimous approval 4-0.

3.2 Approval to call for a Public Hearing to consider revisions to the Alcohol Beverages Ordinance.

Ms. Davis advised that after much discussion at Work Session it was determined that staff would research this matter and provide a draft to her office prior to the next meeting date. She recommended not setting a Public Hearing date at this time but to discuss again at the next meeting since the matter was not particularly time-sensitive.

Commissioner Poole made a motion to postpone setting the Public Hearing date to next meeting; Chairman Ahrens commented that the topic would be on the December 17, 2013 Work Session Agenda to call for a Public Hearing. Commissioner Gunnin seconded and there was unanimous approval 4-0.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Poole made a motion to adjourn at 6:36 p.m.; Commissioner Gunnin seconded and the motion received unanimous approval 4-0.





Cherokee County Board of Commissioners WORK SESSION MINUTES

December 17, 2013
3:00 p.m. | Cherokee Hall

The Chairman began at 3:05 p.m. with all Commissioners present. Note: County Attorney, Ms. Davis arrived shortly after the meeting began and Ms. Christy Divine was in for County Clerk, Christy Black.

1. Preliminary update on FY2013 financials by Janelle Funk.

Ms. Funk began by stating she has good news and reminded everyone that the numbers are preliminary and have not yet been audited. For County-wide results, the revenues were better than budget by \$8.2M. Expenditures and transfers were \$16.5M below budget. Ms. Funk stated that while this is good news, it is important to look fund by fund, account by account to understand the County's true position. She added she will focus primarily on the more significant funds that drive the variances. The \$5.7M General Fund revenue variance was due to TAVT, mortgage-related taxes, prior year property tax collections, and court fines. The Unincorporated County Services fund was better by \$1.1M due to insurance premium tax and an increase in building permits. While the reported results for Transportation reflected revenues less than budget, there was no impact on operations; the variance shown on the slide was only due to the delayed delivery of replacement buses. CDBG had a similar explanation to Transportation - meaning, expenditures were not incurred so reimbursement revenue was not received. EMS is higher in revenue, not because of operational revenues but because governmental accounting requires SPLOST transfers (used to purchase ambulances) as a source of revenue. The negative revenue variance in the RRDA Fund is a true negative impact since the County did not find an operator for the recycling center.

Capital Funds shows an increase in revenues. New development led to an increase in impact fees. The Parks Bond doesn't actually have an increase in revenue; however, reimbursements from the cities must be recorded as miscellaneous revenue. SPLOST collections exceeded budget by \$1.2M but was

partially offset by lower receipts of Commerce Boulevard reimbursements; however, the Commerce Blvd reimbursements will be received in 2014.

Ms. Funk presented three slides to explain the positive revenue variances in the General Fund. Ms. Funk presented a slide by ACCG from the GGFOA conference in October regarding TAVT. She said that as of May 2013, 112 counties reported they were receiving more from TAVT than prior year and 45 were receiving less. Ms. Funk stated that Mr. Dave Wills from ACCG reminded them that they will need to look at several months of data to get a more precise indication of the effect of TAVT. The mortgage related taxes is \$700,000 over budget. The reason is due to a combination of mortgage refinancing as well as a sudden turnaround in the real estate market. Court fines also affected the General Fund revenues. They vary year-to-year depending on number and nature of court cases.

Ms. Funk proceeded to review expenditures in Operating Funds. The General Fund was over budget due to the forensic audit, an increased transfer to the RRDA Fund, and other departments were \$0.9M under budget which helped offset these negative variances. Combined, the total overage was \$0.3M over budget. Fire was under budget by \$0.9M. CDBG had a reduction in spending due to delays in projects. For EMS, cash operating expenses was under budget but bad debt expense was higher due to recent lower collection rate. The budget for the RRDA Fund only included debt service; however actual expenditures included legal fees and utilities. The total expenditures came to \$2.9M under budget. Commissioner Johnston asked if the expenditures included the purchase of the ambulances. Ms. Funk replied that she will check on that to be sure. The Chairman asked if the County would be writing off the bad debt under EMS. Ms. Funk said they would not really write it off but set up an allowance for it.

The Chairman asked how the Aquatic Center was doing. Mr. Reynolds stated that for FY2013 they were at 98.9% of the revenue budgeted. They thought they would lose in the first year but are in the positive.

Referring back to the presentation, Ms. Funk stated the Capital Funds are just all based on project timing. When reviewing the significant funds with permanent variances, expenditure results are still positive, but not as optimistic as actual reported results.

Total cash decreased \$3.9M from 2012 to 2013; but when broken out by type of fund, our operating funds cash balance has increased by \$10.4M. Under the Insurance and Benefits Fund, Ms. Funk stated that even though the County decided to cancel the CHN Wellness Program due to performance, the fund still achieved its budget.

The Chairman asked if the reserves are good enough to cover possible downsides in 2014. Ms. Funk replied that yes, we are in a position where we can rely on reserves.

2. Discussion of Regular Agenda Items.

The Chairman addressed the ARC Board's presentation on the impact of federal cuts and aging in Georgia. He asked Mr. Brandon if he had any dialogues on this. Mr. Brandon stated that Mr. Blomquist of ARC told Agency Directors he would prefer to wait until the State makes a final decision about cuts before he directs us to make budget amendments. He and Mr. Cooper have discussed how the County could fund programs to avoid a cut in Nutritional Services (Meals-on-Wheels).

Commissioner Poole went over items under the **Commission District 3** portion:

- Amendment: Discussion on Aquatic Center issue and Falls of Cherokee residents.

Commissioner Poole began by stating Mr. Bryan Reynolds and Mr. Bill Echols met with the residents of the Falls of Cherokee HOA meeting to discuss lighting and noise issues. Regarding the noise issue, Commissioner Poole said he feels the sound test should be conducted prior to the purchase of the new motors. Mr. Echols said he is a bit concerned, after talking with the acoustic consultants, that because it is an outdoor area there are several unknown factors and that an attempt to model may not be the best use of the County's money. It was determined that it's more about the pitch than the level of the noise. If they go with the variable drive fan controls, the machines only ramp up to what is actually needed and then goes back down. Mr. Echols added that the HOA admitted that now that we are in winter mode, the noise went away, but when the trees lost their leaves the lighting became an issue. Mr. Echols described in detail the testing and results provided by the electrical contractor, Ferguson, and were able to come up with a way to diminish the brightness of the lighting of the indoor pool area artificially. For the outdoor lighting, they can't cut any of those off due to warding off vandalism, but Ferguson believes they can get a shield that would diminish the light enough on the ones directly facing the neighborhood and the rest can be adjusted. Mr. Echols said his

recommendation would be to engage Ferguson on an hourly basis to address the outdoor pool lighting only.

Commissioner Johnston asked what causes the change in the use of the pool packs. Mr. Reynolds replied that during the summer, the pool packs help cool the building. The Chairman asked if the lights go off at any point. Mr. Echols responded that the parking lot lights go off at eleven o'clock. We are under the environmental health ordinance that we have to maintain ten foot candles on average. There's not much they can do for the indoor lights. They addressed possibly changing the glass but it would be very costly. Commissioner Johnston asked about using a film on the glass. Mr. Echols stated that with the high humidity he wasn't sure how it would handle that and he would have to talk to Cooper Carry about it. He added that he feels the best way to deal with the outside lights would be to do it by adjusting the light source. Further discussion ensued regarding other possible solutions for both the noise and lighting. Mr. Echols suggested that since there are several more months of cold weather that they focus on the lighting at this time. Commissioner Poole asked about the noise issue upon spring and what is the next step. Mr. Echols said his suggestion would be to put in the new motors.

Announcements

- Delegation Town Hall meeting from 6:00 p.m. to 7:00 p.m. at the Bluffs, Cherokee Hall.
- Special election for House District 22, Tuesday, January 7, 2014.

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

- Appointment to Region 1 EMS Board to fill the position of Billy Hayes whose term expires on January 23, 2014.
- Resolution regarding re-routing truck traffic.

The Chairman stated the City of Ball Ground is asking the County to support the issue. Mr. Morton said he had spoken with the GDOT Engineer, Dewayne Comer, and he said the State/GDOT cannot restrict truck traffic on a state route since the roadway was built with and is maintained by state taxpayer dollars. The Chairman stated he would

support a resolution in support of the City of Ball Ground's effort for truck re-routing.

There were no items to consider under the **Consent Agenda** portion.

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

- Consider awarding the County's Standard Professional Services Agreement to Power & Energy Service, Inc. for the annual service and maintenance of the County generators in an annual amount not to exceed \$31,945.00.
- Amendment: Consideration of Intergovernmental Agreement (IGA) between Cherokee County and Georgia Public Safety Training Center for joint use of the Law Enforcement Training Center and Shoot House.
- Amendment: Consider approval to purchase the following vehicles for the Marshal's Office out of SPLOST 2012 monies: three (3) equipped Ford Interceptors, two (2) Ford F-150 XLT's and ancillary equipment, bed units and decal work at a cost not to exceed \$144,000.00.
- Amendment: Approval of Purchase Agreement, as reviewed and approved by the County Attorney, for the acquisition of a 2-acre parcel located on Valley Street in Ball Ground for the price of \$67,000.00 (\$33,500 per acre), contingent upon satisfactory completion of due diligence.
- Amendment: Approve a Purchase and Sale Agreement between Cherokee County and Rooker Properties for the sale of a 39-acre parcel owned by Cherokee County located on Highway 92 for \$2,150,000.00 to accommodate a future business park.

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

- Annexation/rezoning notice received from the City of Canton for property located at Old Doss Road and Cumming Highway.

Ms. Davis stated the property covers .59 total acres and is currently zoned R-40/GC with the proposed zone to C2 for an unspecified mixed-

use project. She added there are no issues with respect to legal objections such as contiguity. Ms. Davis mentioned Mr. Watkins may want to ask for some conditions to make the zoning more appealing. Commissioner Johnston recalled another rezoning request in the same area for about 20 acres. Ms. Davis said that she was just reading from the one notice and it appears to consist of several pods. She then corrected the total acreage to be about 25 acres instead of the .59 acres.

Commissioner Johnston brought up the County maintenance takeover of a .2 mile portion of road. He recalled in years past that any commissioner could so designate and no vote would take place. He asked if it should be a vote. The Chairman stated there would be no harm in voting on it.

3. Discussion on topics for Cherokee Delegation Meeting

The Chairman began by referencing the draft he sent out on topics for the delegation meeting. He had them take off the non-partisan topic. He mentioned the topic of County Chairperson. He understood the Chairperson is considered full-time for the purpose of benefits. Commissioner Johnston stated all the commissioners are full-time. He added they can ask for a change in legislation for the County charter to define the position as full-time. The Chairman asked Ms. Davis if she had any background or thoughts into how these things are done. She does not. The Chairman stated there is no pattern. Ms. Davis recalled working for a county who amended their local legislation to change the Chairperson's status from part-time to full-time, but that was a unique situation because the Chair never got a vote as part-time. The Chairman stated that it is more attractive compensation level and would set an expectation level for the qualifications. Commissioner Johnston stated the politics of it would most likely be a factor. He said if he remembers correctly, they have to make the change prior to qualifying in an election year. Then it can't be effective until January subsequent to elections so some commissioners would have to stand for re-election with that pending. The Chairman stated they can research through a survey or ACCG in order to get an understanding of what's out there and define the expectation level. The Chairman said it is not time sensitive.

The Chairman touched on the topic of tax reform and legislation that need to be addressed and revised. He said the distressing part of it is the abuse of the LOST funds. He expressed the obligation they have to themselves and the community to inform the delegation about the Resource Recovery Development

Authorities and what we see as a way of providing guarantee that could possibly be relief from the State code.

The Chairman also addressed the 15 candidates for the Ethics Board vacancy. His goal is to get to a subjective short list. He also mentioned the topic of managing the downside and creating opportunities. He asked if anyone had any thoughts on a theme for next year and if so to let him know.

The Chairman thanked the Board, leadership, the County employees and their families for continued commitment and dedication and raising the level of professionalism. He wished all a happy, healthy, safe Christmas and New Year. Commissioner Gunnin also thanked everyone and the Commissioners for their help in his first year in office and wished everyone a Merry Christmas and Happy New Year.

The Chairman commented about the Highway 20 public information meeting. He said it was amazing and they had a great turnout. He asked Commissioner Johnston if he had been given any feedback. Commissioner Johnston replied that several did not like a route going through Macedonia. He said that what he heard most was they need to stick with the existing right-of-way except in places where it is impossible to do the minimum diversion to get around the obstacles as necessary, but ultimately do what can actually get done.

Hearing no further business, Commissioner Nelms made a motion to adjourn to Executive Session at 4:55 p.m. to discuss personnel, land acquisition or disposal, and pending litigation; Commissioner Gunnin seconded and the motion was unanimously approved.

Executive Session followed.



Cherokee County Board of Commissioners MINUTES

December 17, 2013
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Pastor Banks Brazell of All Points Church in Canton 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"

County Manager, Jerry Cooper led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:06 p.m. Those present included Commissioner Harry B. Johnston, Commissioner Raymond Gunnin, Commissioner Brian Poole, Vice Chair/Commissioner Jason Nelms, County Manager Jerry Cooper, and County Attorney Angie Davis, and Christy Divine in place of County Clerk, Christy Black. Also present were Agency Directors, 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 to approve; Commissioner Johnston seconded.

PRESENTATIONS/PROCLAMATIONS

None Scheduled.

AMENDMENTS TO AGENDA

1. Add item under Commissioner Poole's Section: Discussion on Aquatic Center issue/Cherokee Falls Residents.
2. Add item 2.2 under County Manager: Consideration of Intergovernmental Agreement (IGA) between Cherokee County and Georgia Public Safety Training Center for joint use of the Law Enforcement Training Center and Shoot House.
3. Add item 2.3 under County Manager: Consider approval to purchase vehicles for the Marshal's Office.
4. Add item 2.4 under County Manager: Approval of purchase agreement for property located on Valley Street in Ball Ground.
5. Add item 2.5 under County Manager: Approval of purchase and sale agreement with Rooker Properties for property located on Highway 92.
6. Add item under announcements: the Ana Crawford Children's Center Holiday Lights.
7. Add item 3.2 under County Attorney: Settlement and lease agreement.
8. Add item 2.6 under County Manager: Purchase and sale agreement for property located on Highway 92.

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

ANNOUNCEMENTS

1. Delegation Town Hall meeting from 6:00 p.m. to 7:00 p.m. at the Bluffs, Cherokee Hall.
2. Special election for House District 22, Tuesday, January 7, 2014.
3. Ana Crawford Children's Center Holiday Lights at Hobgood Park until December 21st 6:00 p.m. to 10:00 p.m., \$10 for adults, 14 and under are free.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM DECEMBER 3, 2013.

Note: This item was not voted on. Moved to January 7, 2014 agenda.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

No one signed up to speak.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Appointment to Region 1 EMS Board to fill the position of Billy Hayes whose term expires on January 23, 2014.

Chairman Ahrens said he received a letter from the council chair, Randy Pierson, to nominate Dr. Jill Mabley for a period of 2 years from January 2014 to January 2016. Commissioner Johnston made a motion to approve the period of term to Dr. Jill Mabley; Commissioner Gunnin seconded, and the vote was for unanimous approval.

- B. Resolution regarding re-routing truck traffic.

Chairman Ahrens explained that the City of Ball Ground passed a resolution in September which asked for the support of Cherokee County Board of

Commissioners in the re-routing of the heavy truck traffic going through downtown. Commissioner Johnston made a motion to approve the support of the resolution with a letter signed by the Chairman; Commissioner Gunnin seconded, and the vote was for unanimous approval.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

- A. Acceptance of Ruff White Road in as-is condition for County Maintenance; 0.29 miles.

Commissioner Johnston asked the Board for acceptance of the 0.29 mile stretch of Ruff White Road for county maintenance. Commissioner Johnston explained that a tradition in the past allowed a single commissioner to designate this without a vote. Commissioner Johnston made a motion for full board support on the acceptance; Commissioner Poole seconded, and the vote was for unanimous approval.

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

- A. Amendment: Discussion on Aquatic Center issue and Falls of Cherokee residents.

Commissioner Poole asked for the Board to approve \$25,000 for lighting and fencing at the Aquatic Center to shield the Falls of Cherokee residents from the lights for now and wait until March or April to do a sound study on the noise from the pool packs when pool is at full capacity. If the \$25,000 allows, Commissioner Poole requested for some trees to be planted. Commissioner Poole made a motion to approve; Commissioner Nelms seconded, and the vote was for unanimous approval.

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

None scheduled.

COUNTY MANAGER

- 2.1 Consider awarding the County's Standard Professional Services Agreement to Power & Energy Services, Inc. for the annual service and maintenance of the County generators in an annual amount not to exceed \$31,945.00.

Commissioner Nelms made a motion to approve; Commissioner Johnston seconded, and the vote was for unanimous approval.

- 2.2 Amendment: Consideration of Intergovernmental Agreement (IGA) and Resolution between Cherokee County and Georgia Public Safety Training Center for joint use of the Law Enforcement Training Center and Shoot House.

Commissioner Gunnin made a motion to approve; Commissioner Nelms seconded, and the vote was for unanimous approval.

- 2.3 Amendment: Consider approval to purchase the following vehicles for the Marshal's Office out of SPLOST 2012 monies: three (3) equipped Ford Interceptors, two (2) Ford F-150 XLT's and ancillary equipment, bed units and decal work at a cost not to exceed \$144,000.00.

Commissioner Nelms made a motion to approve 2.4; Commissioner Gunnin seconded. Commissioner Johnston brought to attention item number was 2.3. Commissioner Nelms struck his motion; Commissioner Gunnin struck his second. Commissioner Nelms made a new motion to approve item 2.3; Commissioner Gunnin seconded, and the vote was for unanimous approval.

- 2.4 Amendment: Approval of Purchase Agreement, as reviewed and approved by the County Attorney, for the acquisition of a 2-acre parcel located on Valley Street in Ball Ground for the price of \$67,000.00 (\$33,500 per acre), contingent upon satisfactory completion of due diligence.

Commissioner Gunnin made a motion to approve purchase of this property for future fire station; Commissioner Johnston seconded, and the vote was for unanimous approval.

2.5 Amendment: Approve a Purchase and Sale Agreement between Cherokee County and Rooker Properties for the sale of a 39-acre parcel owned by Cherokee County located on Highway 92 for \$2,150,000.00 to accommodate a future business park.

Commissioner Poole made a motion to approve; Commissioner Nelms seconded, and the vote was for unanimous approval.

2.6 Amendment: Purchase and sell agreement between Cherokee County and the Estate of R.A. Smith for the purchase of 5.43 acres for \$24,000.00 per acre (\$130,320.00), and between Cherokee County and Terry Smith for the purchase of 0.51 acres for \$100,000.00 – for a total purchase price of \$230,320.00.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded, and the vote was for unanimous approval.

COUNTY ATTORNEY

3.1 Annexation/rezoning notice received from the City of Canton for property located at Old Doss Road and Cumming Highway.

Ms. Davis said there was no action needed on this item unless there was a challenge. Commissioner Johnston commented he has no objection, and Chairman Ahrens agreed.

3.2 Amendment: Settlement and lease agreement at East Bells Ferry Road and Bells Ferry Road with Mr. Robert Kyle Griswold for acquisition of \$26,600.00 and related damages.

Ms. Davis stated that out of Executive Session comes this amendment to consider. Commissioner Nelms made a motion to approve; Commissioner Gunnin seconded, and the vote was for unanimous approval.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made a motion to adjourn at 6:37 p.m.; Commissioner Poole seconded, and the motion received unanimous approval.

Chairman "A"
Draft Topics List

8th Annual Board of Commissioners Retreat

The Cherokee County Board of Commissioners' 2014 Annual Retreat will be held at Barnsley Gardens, Kingston Cottage, 597 Barnsley Gardens Road, Adairsville, GA 30103.

The dates are Thursday, January 16, 2014 beginning at 2:00 p.m., and Friday, January 17 beginning at 8:00 a.m. We expect to conclude by 12:00 p.m.

Topics of discussion include, but are not limited to: Review of 2013 and Outlook of 2014, Cherokee County Strategic Plan, Ethics Ordinance, Historic Preservation Ordinance, Economic Development/Innovation Center and Incentives and Invitation to Canton Mayor and City Council to discuss topics of common interest.



Cherokee County, Georgia
Agenda Request

2.1

SUBJECT: Renewal of RMA PSA

MEETING DATE: January 7, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve renewal of contract between Cherokee County and Rindt-McDuff Associates, Inc. (RMA) for the Blalock Road Landfill closure at a cost not to exceed \$147,300.

FACTS AND ISSUES:

Rindt-McDuff Associates, Inc. (RMA) has performed professional services in conjunction with the Blalock Road Landfill closure project. RMA has reduced their fees approximately 10% from 2009 – from \$163,000 in 2009 to \$147,300 in 2014. Services include:

- Appendix I Groundwater Sampling and Reporting
- Appendix II Groundwater Sampling and Reporting
- Monthly and Quarterly Methane Monitoring
- Project Management/Regulatory Liaison
- Blalock Road Methane Mitigation Supervision
- Enhanced Monitored Natural Attenuation Testing

An additional \$4,500 will need to be spent for replacement of MP-12 (Ground Monitoring Well).

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 renewal of PSA between RMA and Cherokee County for amount not to exceed totaling \$147,300.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this ____ day of _____, 20____, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Rindt-McDuff Associates, Inc. ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as the Blalock Road Municipal Landfill Post-Closure Care; and

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

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

RMA proposes to provide post-closure care services for the Blalock Road Municipal Landfill. These services include groundwater and methane monitoring, regulatory liaison, project management and enhanced natural attenuation pilot testing.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of all services described in the attached proposal, dated December 5, 2013.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before January 31, 2015. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term [**unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term**], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [**unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term**] absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

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

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

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

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by

the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$147,300.00, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon a lump sum basis.

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service. In no event shall the total reimbursement for costs incurred during a particular month exceed N/A percent of the total amount due for Work for that particular month.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County's Reliance on the Work

The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

Richard J. Akin shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

F. Assignment of Agreement

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

G. Responsibility of Consultant and Indemnification of County

The Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence

of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

H. Independent Contractor

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

I. Insurance

(1) Requirements:

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

(2) Minimum Limits of Insurance:

Consultant shall maintain the following insurance policies with limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 (one million dollars)

combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

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

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.

- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

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

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless:

- (1) the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed, **or**
- (2) the Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Consultant

hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

Consultant agrees that the employee-number category designated below is applicable to the Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

500 or more employees.

100 or more employees.

Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

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

K. Records, Reports and Audits

(1) Records:

(a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

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

(3) Audits and Inspections:

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

L. Conflicts of Interest

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

M. Confidentiality

Consultant acknowledges that it may receive confidential information of the County and

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

Consultant acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

N. Licenses, Certifications and Permits

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

O. Key Personnel

All of the individuals identified in Exhibit "C" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team, as listed in Exhibit "C", without written approval of the County. Consultant recognizes that the composition of this team was instrumental in the County's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination. Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

P. Authority to Contract

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

Q. Ownership of Work

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

R. Nondiscrimination

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

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment to Rindt-McDuff Associates, Inc., in order for Consultant to complete the Work.

B. County's Representative

_____ shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

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

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

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

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

VII. NO PERSONAL LIABILITY

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

VIII. ENTIRE AGREEMENT

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

IX. SUCCESSORS AND ASSIGNS

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

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this

Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

XI. CAPTIONS AND SEVERABILITY

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

XII. BUSINESS LICENSE

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

XIII. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between _____ for the County and Richard J. Akin for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

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

NOTICE TO THE CONSULTANT shall be sent to:

Richard J. Akin
Rindt-McDuff Associates, Inc.
334 Cherokee Street
Marietta, GA. 30060

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

XIV. WAIVER OF AGREEMENT

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

XV. NO THIRD PARTY RIGHTS

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

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

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

IN WITNESS WHEREOF the County and the Consultant have executed this Agreement effective as of the date the last Party executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

CONSULTANT: Rindt-McDuff Associates, Inc.

Robert DeRosa

By: Robert DeRosa

Its: President

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Doris Schlender

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:



CHEROKEE COUNTY

By: _____

Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

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

331909
Federal Work Authorization User Identification
Number

JULY 8, 2010
Date of Authorization

RINDT-McDUFF ASSOC. INC.
Name of Contractor

BLALOCK Rd. LANDFILL
Name of Project

CHEROKEE COUNTY
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on DEC 18, 2013 in MAHATTA
GA. (state).

Robert J. DeRosa
Signature of Authorized Officer or Agent

ROBERT J. DEROSA, PRESIDENT
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 19 DAY OF
December, 2013.

Notary Seal
NOTARY PUBLIC



My Commission Expires _____

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Rinda McDuff (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:

130978
Federal Work Authorization User Identification Number

6/2008
Date of Authorization

Environmental Monitoring Services
Name of Subcontractor

Blatock Landfill
Name of Project

Cherokee County
Name of Public Employer

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

Executed on Dec 16, 2013 in Woodstock (city),
GA (state).

[Signature]
Signature of Authorized Officer or Agent

Jeff Johnson, Owner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 16th DAY OF

December 2013
Kimberly Thorsen Hyde
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

2/12/2016

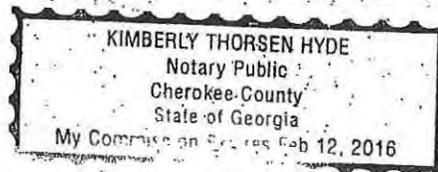


EXHIBIT "B"

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 RUDOLF M. DUFF ASSOC. (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:

80138
Federal Work Authorization User Identification Number

2009
Date of Authorization

Analytical Services Inc
Name of Subcontractor

BLALOCK Rd. LAND O' LAKES
Name of Project

CHEROKEE COUNTY
Name of Public Employer

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

Executed on Dec 18, 2013 in Macon (city),
GA (state).

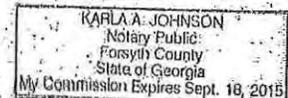
[Signature]
Signature of Authorized Officer or Agent

G. Wynn Jones
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 18th DAY OF

December, 2013.
[Signature]
NOTARY PUBLIC

[NOTARY SEAL]



My Commission Expires:

9-18-2015

EXHIBIT "C"

[Insert any list of key personnel pursuant to Section IV(O).]

Richard J. Akin, Project manager
Jojok ("Yo") Sumartojo, Ph.D., P.G.
Della Ridley

Environmental Monitoring Services
Analytical Services Inc.



Rindt-McDuff Associates, Inc.
Engineering and Environmental Consulting

December 5, 2013

Mr. Jerry Cooper
County Manager
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

**Subject: Proposal for 2014 Professional Services Contract
Blalock Road Landfill**

Dear Mr. Cooper:

Rindt-McDuff Associates, Inc. (RMA) is submitting this proposal to continue the Professional Services for the Blalock Road Landfill. This proposal was prepared as a Lump Sum cost for the continued post-closure care of the site for the 2014 calendar year. RMA's anticipated activities and associated cost for the upcoming year are as follows:

REQUIRED SCOPE OF WORK

Groundwater Sampling – Appendix I & Appendix II Testing

RMA will continue to provide services required to complete the regulatory required semi-annual groundwater sampling and all associated reporting requirements for the Site. The Assessment (Appendix II) groundwater-sampling event will occur in April 2014 and the Detection (Appendix I) groundwater-sampling event will occur in October 2014.

Methane Sampling

Monthly Methane monitoring events will occur each month throughout the year. Groundwater wells will be monitored for methane on a quarterly basis. For each event, RMA will also include the testing of approx. 15 methane geo-probe points along Blalock Road to track the effectiveness of the Methane Abatement System that was installed in September of 2011 and updated in 2013.

Project Management, Regulatory Liaison, Hazardous Waste Trust Fund Submittal

Several branches at the Georgia Environmental Protection Division (GAEPD) exercise oversight and review of the landfill. These separate branches often submit requests for information, ask for site meetings, or require coordination activities. RMA manages these requests and coordinates with the regulatory agency on behalf of Cherokee County. RMA also prepares the submittal package each year for the Hazardous Waste Trust Fund for possible reimbursement of remediation expenses incurred at the landfill. RMA also addresses various community issues concerning the landfill and its relationship to surrounding neighbors.

Mr. Jerry Cooper

RE: Proposal for 2014 Professional Services Contract for the Blalock Road Landfill

December 5, 2013

Blalock Road Methane Mitigation

In 2010-2011, it was observed that methane was migrating into the right of way along Blalock Road. In response to this fact, EPD required the county to install a methane mitigation system to contain the methane within the fence boundary. This system was converted to an active system in September of 2011 and updated in April 2013. This low cost option, has successfully reduced the methane levels in MP-16, however MP-15 still registers some higher methane levels than hoped for and has been noted by EPD. As such we are relocating the second blower in an effort to bring methane levels in MP-15 to acceptable levels.

Methane levels exceeding allowable limits have also been noted this year in MP-12. Due to the exceedences, EPD will most likely require additional modifications. At this time, we would proposed to relocate MP-12 further away from the waste fill area to mitigate the issue at minimal cost. We have recommended a budget if the work is required.

Enhanced Monitored Natural Attenuation Pilot Test

The County has been involved in an ongoing pilot test for Enhanced Monitored Natural Attenuation (EMNA). This program was recommended by RMA and is a process in which electron donors are injected into the groundwater (drill 2 wells and pour in soybean oil or other electron donors) up-gradient of the problem wells. The two donor wells and two testing wells were installed in 2009 and testing began in 2010. Although the results are encouraging, no definitive results have been established. In meeting with EPD earlier this year, we requested to extend the pilot study for two additional years. These wells will continue to be monitored to see if there has been any further reduction of Chlorinated Hydrocarbons due to the introduction of electron donors. An annual EMNA report will be prepared and submitted to EPD.

It is hoped that this low cost pilot test will enhance the natural bioremediation occurring in this area and bring all constituents into compliance with the groundwater MCLs. If successful, EPD has indicated that they would like to see the program expanded at the end of the two year extension.

COMPENSATION

RMA's Lump Sum costs to conduct activities at the Site for calendar year 2014 are as follows: (Please note that the proposed fee to manage the landfill has been reduced every year since 2009 as shown on the attached chart.)

<u>Required 2014 RMA Tasks</u>	<u>2014 Cost</u>
▪ Appendix I Groundwater Sampling and Reporting	\$ 40,000
▪ Appendix II Groundwater Sampling and Reporting	\$ 56,000

Mr. Jerry Cooper

RE: Proposal for 2014 Professional Services Contract for the Blalock Road Landfill

December 5, 2013

▪ Monthly and Quarterly Methane Monitoring	\$ 32,000
▪ Project Management/Regulatory Liaison/Funding	\$ 8,800
▪ Blalock Road Methane Mitigation Supervision	\$ 2,800
▪ Enhanced Monitored Natural Attenuation Testing	\$ 7,700

2014 RMA NOT-TO-EXCEED COST **\$ 147,300**

*****Additional Recommended Budget (Not included in RMA's Contract)*****

- Replacement of MP-12 \$ 4,500

(This work will not be included in RMA's Scope of work for 2014 unless required by EPD)

Above is the itemized Scope of Work and Compensation covering the 2014 landfill tasks. If this is acceptable, please incorporate this Scope and Fee into the Standard Cherokee County Contract and we will continue to manage the landfill without interruption.

We appreciate this opportunity to be of service to Cherokee County. We maintain that RMA is a highly qualified team and that our philosophy of seeking the most cost-effective solution to the continued care of the landfill and its associated compliance issues will continue to serve the County's best interest on this project for years to come.

I have again enjoyed working with you this year and look forward to continuing my services as Project Manager for your landfill project. If you have any questions concerning this matter, please do not hesitate to call me at (770) 427-8123.

Sincerely,

RINDT-MCDUFF ASSOCIATES, INC.

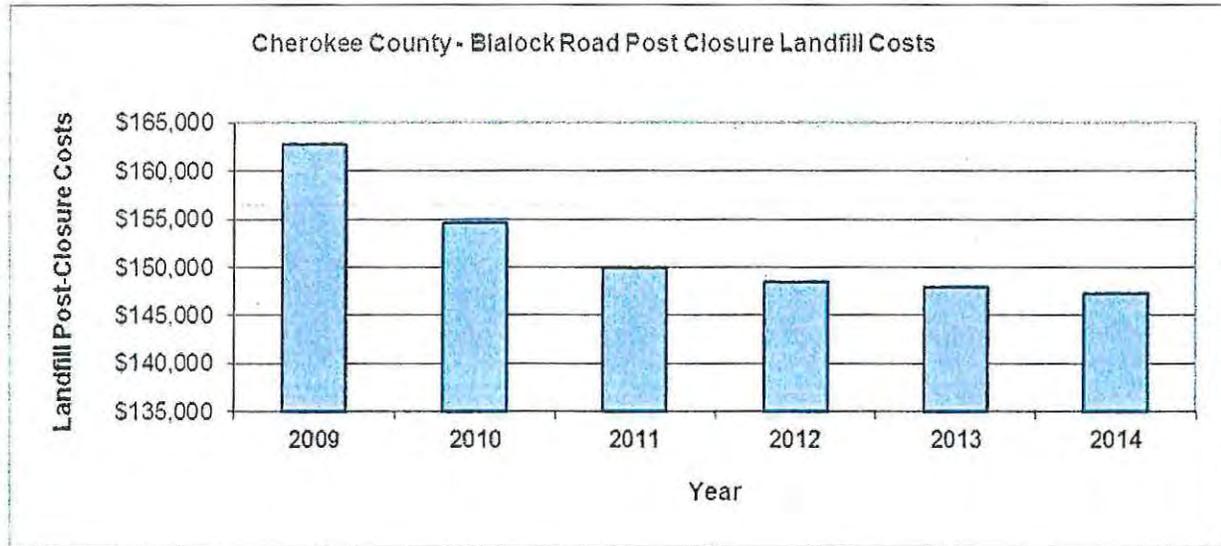


Richard J. Akin
Principal

Mr. Jerry Cooper

RE: Proposal for 2014 Professional Services Contract for the Blalock Road Landfill

December 5, 2013





BILTINC-01

FRADYL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America-ATL 2839 Paces Ferry Road, Suite 1200 Atlanta, GA 30339	CONTACT NAME: Lisa Frady PHONE (A/C, No, Ext): (678) 919-1150 E-MAIL ADDRESS: Lisa.Frady@ioausa.com	FAX (A/C, No): (678) 919-1151	
	INSURER(S) AFFORDING COVERAGE		
INSURED Rindt-McDuff Associates, Inc. 334 Cherokee Street, NE Marietta, GA 30060	INSURER A: RLI Insurance Company		NAIC # 13056
	INSURER B: Continental Casualty Company		NAIC # 20443
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PSB0002552	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PSA0001611	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			PSE0001813	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$						AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0002256	11/1/2013	11/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
B	Professional			AEH113974469	7/14/2013	7/14/2014	Per Claim 2,000,000
B	Liability			AEH113974469	7/14/2013	7/14/2014	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Cherokee County Board of Commissioners 1130 Bluffs Parkway Canton, GA 30114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>William Hugh Holley</i>
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Cherokee County, Georgia Agenda Request

SUBJECT: Acceptance of ASPCA Grant Award

MEETING DATE: January 7, 2014

SUBMITTED BY: Susan Garcia, Director, Cherokee County Animal Shelter

COMMISSION ACTION REQUESTED:

Consider acceptance of ASPCA Grant Award and budget amendment in the amount of \$3,000.00 for the care of impounded Tietjen Show Dogs at the Animal Shelter.

FACTS AND ISSUES:

The Cherokee County Animal Shelter wants to accept a grant offered by the ASPCA for \$3,000.00 to offset costs incurred by the shelter for the care of impounded Tietjen Show Dogs. This is a no-match grant.

BUDGET:

Budgeted Amount:
Amount Encumbered:
Amount Spent to Date:
Amount Requested:
Remaining Budget:

Account Name:
Account #:

Budget Adjustment Necessary: Yes No If yes, please attach budget amendment form.
Contract or Amendment: Yes* No *If yes, a Procurement Summary MUST be attached.
Ordinance/Resolution: Yes No

Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Authorize the County Manager, on behalf of the Board of Commissioners, to execute the ASPCA Grant in the amount of \$3,000.00 for the care of impounded Tietjen Shows Dogs and approval of Budget Amendment allocating the monies from ASPCA.

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	Obj Code	Object	Account Name	Amount
	25090	371000-ASPC1	CONTRIBUTIONS	3,000.00
				3,000.00

EXPENDITURES:

Department	Obj Code	Object	Account Name	Amount
	23910555	531100-ASPC1	SUPPLIES	3,000.00
				3,000.00

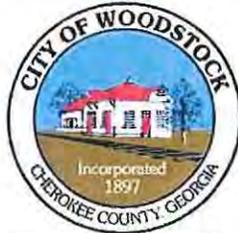
PURPOSE OF TRANSFER/ AMENDMENT

Appropriate donation #2013-2695 from ASPCA for the care of the impounded Tietjen Show Dogs
into the County's adopted FY14 Budget

Department Head Approval: _____

County Manager Approval: _____

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



Community Development Department
12453 Highway 92 Woodstock, GA 30188
Office: (770) 592-6050
www.woodstockga.gov

December 13, 2013

Cherokee County Board of Commissioners
c/o Angie Davis
Jarrard & Davis
105 Pilgrim Village Drive
Suite 200
Cumming, GA 30040

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

**RE: A#064 -13 Annexation of ±18.415 acres
Presently zoned: R-40 Cherokee County
Location: 267 Old Rope Mill Rd
Proposed Zoning: R-1 · Closest Compatible Zoning**

Dear Ms. Davis.

In accordance with O.C.G.A. 36-36-6, the governing authority of an annexing municipality is required to give notice of any proposed annexation to the governing authority of the County wherein the area proposed to be annexed is located. Pursuant to such requirement, the Mayor and City Council of the City of Woodstock hereby notify the Cherokee County Board of Commissioners of the proposed annexation of certain real property pursuant to O.C.G.A. 36-36-21 as follows.

**Applicant: Dan and Kathleen Parodi
Tax Parcels: 15N10 005, 15N10 006 and 15N10 007**

A copy of the annexation application, applicant response, site plan and zoning/tax map showing the location of the property are enclosed.

Should you have any further questions please call me at 770-592-6000 ext 1602.

Sincerely,

Patricia D Hart
Planner
Community Development

Enclosure: Application, Applicant Response, Site Plan and Zoning/Tax Map

CITY of WOODSTOCK

Application for Public Hearing

Annex 2684 - 2013

Important Notes:

- 1 Please check all information supplied on the following pages to ensure that all spaces are filled out accurately before signing this form. This page should be the first page of your completed application package.
- 2 All documents required as part of the application package shall be submitted at the same time as the application. Incomplete application packages WILL NOT BE ACCEPTED.
- 3 Please contact the Zoning Administrator in the Community Development Department at 770.592.6039 if you have any questions regarding the application package, this application or the public hearing process.

Contact Person: Daniel S. Parodi Phone: 404-358-2517

Applicant's Information:

Name: Daniel S. Parodi and Kathleen A Parodi
Address: 119 Johnston Farm Lane Phone: 404-358-2517
City, State, Zip: Woodstock, GA 30188 Fax: lmparodi@bellsouth.net

Property Owner's Information:

same as above

Name: i
Address: _____ Phone: _____
City, State, Zip: _____ Fax: _____

Requested Public Hearing (check all that apply):

- Annexation Comprehensive Plan Amendment
 Rezoning -Same Other
 Variance

STAFF USE ONLY:	PUBLIC HEARING SCHEDULE:
Case: <u>A # 064 - 13</u>	Public Input Meeting: <u>by Jan 1 latest</u>
Received by: _____	Planning Commission: <u>Feb 6 @ 7PM</u>
Fee Paid: \$ _____	Board of Appeals: <u>N/A</u>
Date: _____	City Council: <u>Feb 24 @ 7PM</u>
	Other: <u>Jan 7 @ 10 AM</u>

Property Information:

Location: 267 Old Rope Mill Road, Woodstock, GA 30189

Parcel Identification Number(s) (PIN): 15N10005 15N10007 15N10006 Total Acreage: 18.415

Existing Zoning of Property: R-40 Future Development Map Designation: RAC

Adjacent Zonings: North R-40 South R-40 East G.C. West Corp. of Eng.

Applicant's Request (Itemize the Proposal):

Annex into city of Woodstock with the same zoning that now exist.

Cherokee County: R-40

Woodstock City: R-1

Proposed Use(s) of Property:

Property will be for sale-future rezoning by new owner possible.

Infrastructure Information:

Is water available to this site? Yes No

Jurisdiction: Cherokee County Water & Sewer

How is sewage from this site to be managed?

Cherokee County Water & Sewer- hook up at S.W corner of property

Will this proposal result in an increase in school enrollment? Yes No

If yes, what is the projected increase? _____ students

Proposed Use(s)	# of units	Multiplier	Number of Students
Single Family (Detached) Home		0.725	
Multi Family (Attached) Home		0.287	

Traffic Generation:

If a traffic study is not required as part of this application, complete the following charts to estimate traffic generated by the proposal. Information for additional residential and all commercial/industrial development shall follow the summary of ITE Trip Generation Rates published in the Transportation Planning Handbook by the Institute of Transportation Engineers.

What is the estimated number of trips generated? _____ trips

Code	Land Use(s)	# of units*	Daily Trip Ends	Number of Trips
210	Single Family Home/Townhome		9.57	
220	Apartment		6.63	

* A unit for residential purposes is equal to one residential unit. For commercial/industrial uses it is defined in the ITE table, but most often is equal to 1,000 square feet of floor area for the use specified.

Authorization:

Upon receipt of the completed application package, the Community Development Department shall notify the applicant of scheduled dates, times, and locations of the public meetings/hearings. The applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the case may be delayed or postponed at the discretion of the department.

This form is to be executed under oath. Daniel S. Parodi, Kathleen A. Parodi, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This 5 day of December, 2013.

Print Name Daniel S Parodi
Kathleen A Parodi

APPLICANT RESPONSE STATEMENT ANNEXATIONS AND REZONINGS

* See attached

The applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to unrestricted use of property and shall govern the exercise of the zoning power.

If this application is in response to an annexation and/or rezoning, please respond to the following standards in the form of a written narrative:

- 1 Explain the intent of the requested zoning.
2. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.
3. How the proposed zoning will adversely affect the existing use or usability of adjacent or nearby property.
4. Whether the property to be affected by a proposed zoning has a reasonable economic use as currently zoned.
5. Whether the proposed zoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
6. Whether the proposed zoning is in conformity with the policy and interest of the land use plan.
- 7 Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed zoning.

**APPLICANT RESPONSE STATEMENT
ANNEXATION AND REZONING**

1. Enter into City of Woodstock to obtain permit for partial clearing and filling of property for selling purposes.
2. Zoning will be the same that now exists.
3. Affect will remain the same as now exists.
4. Will remain the same.
5. Will remain the same.
6. Yes, will remain the same.
7. General area is going general commercial, possible rezoning by future owners to general commercial.

APPLICANT RESPONSE STATEMENT VARIANCES

*Not requested

The applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to unrestricted use of property and shall govern the exercise of the zoning power.

If this application is in response to a variance, please respond to the following standards in the form of a written narrative:

- 1 Explain requested variance.
2. How any special conditions and circumstances existing on the property which are peculiar to the land, structure(s) or building(s) involved and which are not applicable to other lands, structure(s) or building(s) in the same district.
- 3 How the literal interpretation of the provisions of the Zoning Ordinance would deprive the applicant of right commonly enjoyed by other properties within the same district under the terms of the Zoning Ordinance.
4. How the special conditions and circumstances do not result from the actions of the applicant.
5. How granting of the variance requested will not confer on the applicant any special privileges that is denied by the Zoning Ordinance to other lands, structure(s) or building(s) in the same district.
6. How no non-conforming use of neighboring lands, structures, or buildings in the same district and not permitted or non-use of lands, structure(s) or building(s) in other districts shall be considered grounds for issuance of a variance.
- 7 Explain how this requested variance is the minimum necessary that will allow the reasonable use of the land, structure(s) or building(s).
8. Explain how, if granted, this requested variance will be in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, surrounding properties or otherwise detrimental to the public welfare.

AUTHORIZATION OF PROPERTY OWNER

I, _____, being duly sworn upon his/her oath, being of sound mind and legal age deposes and states; That he/she is the owner of the property which is subject matter of the attached application, as is shown in the records of Cherokee County/City of Woodstock, Georgia.

He/She authorizes the person named below to act as applicant in the pursuit of a request for:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Comprehensive Plan Amendment |
| <input type="checkbox"/> Rezoning -Same | <input type="checkbox"/> Other |
| <input type="checkbox"/> Variance | _____ |

I hereby authorize the staff of the City of Woodstock, Department of Planning and Economic Development to inspect the premises which are subject of this application.

Applicant's Information:

Name: Daniel S. Parodi and Kathleen A Parodi
Address: 119 Johnston Farm Lane Phone: 404-358-2517
City, State, Zip: Woodstock, GA 30188 Fax: lmparodi@bellsouth.net

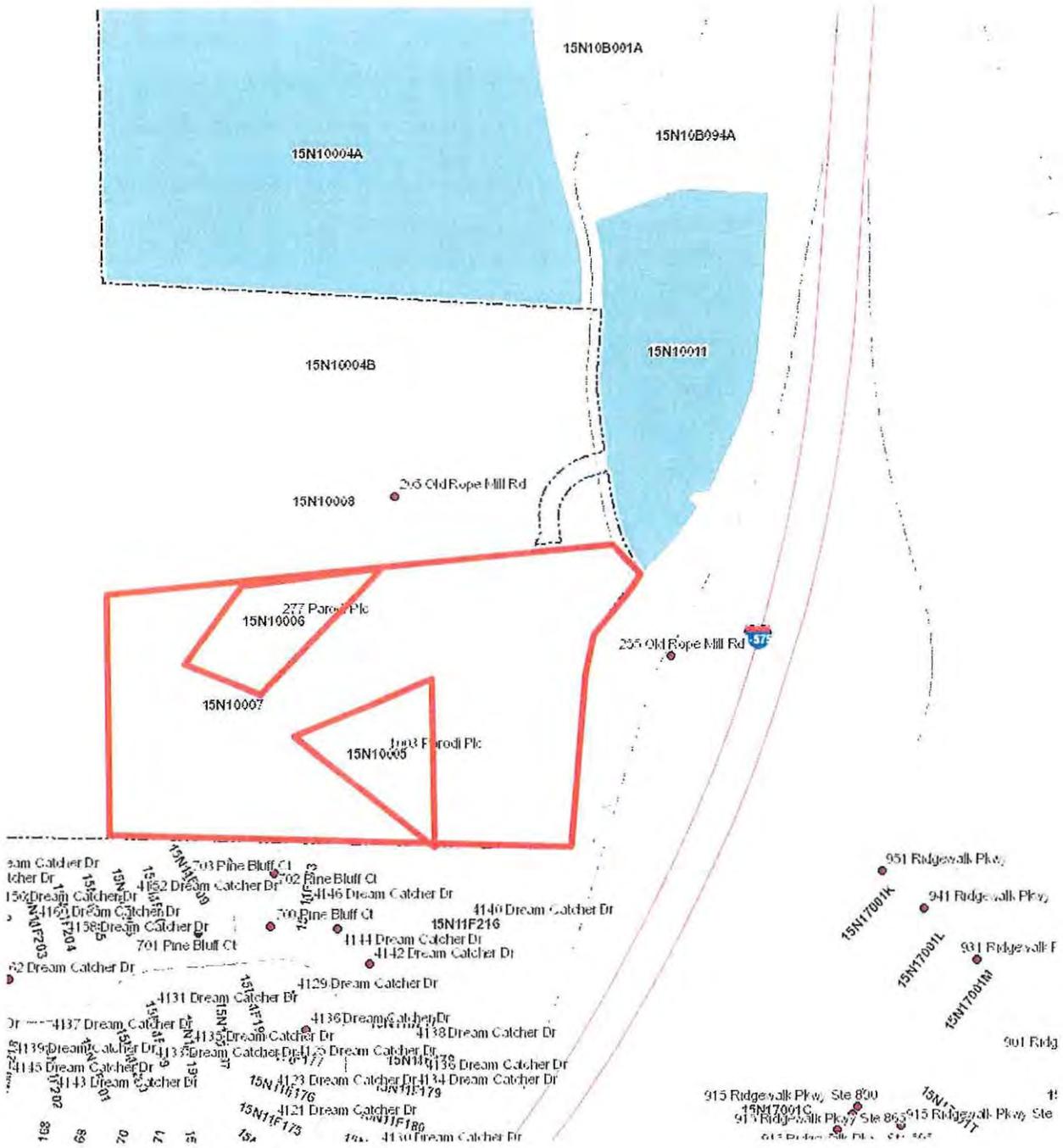
Signature of Owner: *Daniel S Parodi Kathleen A. Parodi* Date: 12/5/13
Print Name: Daniel S Parodi Kathleen A Parodi

Sworn to and Subscribed before me this: 5th day of December, 2013.

Notary Signature: *Elizabeth R. Perillo*

(Notary Seal)





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.

STATE OF GEORGIA)
COUNTY OF CHEROKEE)

RESOLUTION NO. 2013-R-033

A RESOLUTION ADOPTING RULES OF PROCEDURE

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions and regulations; and

WHEREAS, the Cherokee County Board of Commissioners desires to adopt a set of rules to govern the conduct of the Board of Commissioners with respect to scheduling and conducting its meetings;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

I. ADOPTION OF RULES OF PROCEDURE

The Cherokee County Board of Commissioners hereby adopts the Rules of Procedure, which is attached hereto as Exhibit "A" (the "Rules of Procedure") and incorporated herein.

II. SEVERABILITY

If any portion of this Resolution shall be held invalid or unconstitutional, the other provisions of this Resolution shall not be affected, and thus, the provisions of this Resolution are declared severable.

III. REPEALER

Any other Cherokee County Ordinance, Resolution, policy, rule, or local law, or portion thereof, now in effect, that is in conflict with any of the provisions of this Resolution, is hereby repealed.

IV. EFFECTIVE DATE

This Resolution shall become effective on the date it is passed by the Board of Commissioners.

SO RESOLVED this 19th day of November, 2013.

CHEROKEE COUNTY BOARD OF COMMISSIONERS



L.B. Ahrens, Jr., Chairman

ATTEST:



Christy Black, County Clerk
(SEAL)



**CHEROKEE COUNTY BOARD OF COMMISSIONERS
2013 RULES OF PROCEDURE**

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Cherokee County Boards and Committees List

1.0 OPERATIONAL PROCEDURE

SECTION 1.01 MEETINGS

1.01.01 Regular Meeting/Public Hearings, Work Sessions and Special Called Meetings of the Cherokee 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.

SECTION 1.02 QUORUM

Any three (3) of the district Commissioners shall constitute a quorum for any meeting of the Cherokee 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 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 have the same rights and privileges of the other Commissioners and no other authority above and beyond any other commissioner, except as described below.

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 at 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.

SECTION 1.05 SECOND VICE-CHAIRMAN

By tradition, the 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 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.

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 will be available to the Commissioners no later than noon of the Friday preceding the Regular Meeting. Any Commissioner may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is 4:00 PM on the Friday preceding the Regular Meeting.
- b. An agenda for the Work Session will be prepared by the County Manager with the advice of the Commissioners. Drafts of the Work Session agenda will be available to the Commissioners no later than noon of the Friday preceding the Work Session. Any Commissioner may place an item, including providing all backup and supporting documentation, on the agenda by cutoff time which is 4:00 PM on the Friday preceding the Work Session.
- 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 a majority of the Commission.

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 **consent 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 commissioner may remove an item from the consent agenda and place it on the regular agenda for discussion.

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 majority shall be required to add a non-agenda item.

1.07.03 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.

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.

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 procedural purposes, such as authorizing placement of such item to the agenda of a Regular meeting/Public Hearing.

- 1.08.02** All votes shall be taken by 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.
- 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 Cherokee 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 two readings prior to a vote by the Board of Commissioners, and a super-majority vote for passage of the intergovernmental agreement.
- 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.

- 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

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 District 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.

1.09.02 Persons wishing to address the Board in duly advertised Public Hearings shall do so in the Public Hearing portion of the agenda.

- a. 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.
- b. 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 in these Rules of Procedure 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.

- c. 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).
- d. 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.
- e. 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.
- f. 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.
- g. The only exception to this will be public hearings pertaining to the budget or as otherwise governed by State Law.
- h. 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.

SECTION 1.10 APPOINTMENTS OF THE BOARD

1.10.01 Appointments by the Board of Commissioners are made by one of the following:

- a. Individual Commissioner appointment: such candidate is appointed by the District Commissioner and requires no vote; or
- b. Board of Commissioners appointment: such candidate must be elected by a majority of the Board.

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

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 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 2.03 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 2.04 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 2.05 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 2.06 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 2.07 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, something to the effect of, “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. Possible **dispositions** of a main motion include:
 - 1) Adopt;
 - 2) Amend and adopt with amendments (or stipulations);
 - 3) Defeat;
 - 4) Refer to staff/committee;
 - 5) Hold until (a definite time).
- 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 main motions.

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 super-majority vote to adopt.
- 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 super-majority vote to adopt.
- 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 shall be required if the item is not on the official agenda

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 has already been made and defeated at the same meeting;
- b. 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;
- c. 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 shall be required if the item is not on the official agenda

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, the maker of the motion has the right to withdraw the motion, in which case, the second is deemed automatically withdrawn.

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.**"

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 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 super-majority vote of the entire Commission at a regular meeting or special meeting of the 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 CHEROKEE 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 Cherokee County Board of Commissioners

Chair – the presiding commissioner

Clerk – the duly appointed County Clerk or Assistant Clerk

Commission – the Cherokee 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

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 Cherokee 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.

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

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 in the afternoon before the normally scheduled regular meetings.

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.	

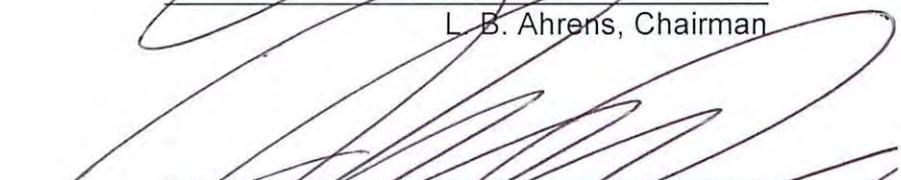
Lanier Joint Development Authority		3	Board of Commissioniers; Other Counties	Established for the purpose of encouraging cooperation among participating counties in the promotion of quality economic development.	
Lake Allatoona Preservation Authority	4 Years	9	Legislation	Established by the Georgia Legislature 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.	

SO ADOPTED this 19th day of November, 2013.

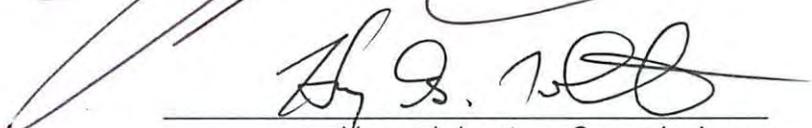
CHEROKEE COUNTY BOARD OF COMMISSIONERS



L. B. Ahrens, Chairman



Jason Nelms, Vice Chairman



Harry Johnston, Commissioner



Raymond Gunnin, Commissioner



Brian Poole, Commissioner





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 th
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 th

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



Cherokee County Board of Commissioners

2014 Meeting Schedule

Meetings are held the first and third **Tuesday** of each month, with the exception noted below in September. **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	9th	23rd
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