



Cherokee County Board of Commissioners WORK SESSION AGENDA

January 21, 2014
3:00 p.m. | Cherokee Hall

1. Discussion on Voter Precinct Changes Delayed-Janet Munda.
2. Discussion of Regular Agenda Items.

Executive Session to Follow



Cherokee County Board of Commissioners

AGENDA

January 21, 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

1. Sheriff's Office Quarterly Awards.

AMENDMENTS TO AGENDA

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM JANUARY 7, 2014.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. ACCG Launches Centennial Celebration.

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

CONSENT AGENDA

- 1.1 Consider acceptance of Criminal Justice Coordinating Council (CJCC) supplemental subgrant award for Family Counseling for the Drug Accountability Court and budget amendment in the amount of \$9,600.00. There is no match required.
 - 1.2 Consider approval to surplus various outdated electronic equipment from Cherokee Recreation and Parks Agency at the next Electronics Recycling Day.
 - 1.3 Consider approval to apply for the 2013 Sex Offender Registry Notification Act (SORNA) Technology Grant for the Cherokee County Sheriff's Office in the amount of \$27,716.00. This is a no match grant.
-

COUNTY MANAGER

- 2.1 Consider awarding Professional Services Agreement to low bidder, 144th Marketing Group, LLC, for the purchase and installation of specified Law Enforcement equipment in the amount not to exceed of \$10,512.00 per vehicle. (Contract value not to exceed \$210,240.00.)
- 2.2 Consider first amendment to partnership agreement with Northside Hospital-Cherokee to add payment to Cherokee County in the amount of \$125,000.00 made in annual installments of \$25,000.00 for Parks and Recreation, including the Aquatic Center.
- 2.3 Consider approval of Professional Services Agreement with American Engineers, Inc., for completing revised traffic study for the East

Cherokee Drive and Old Hwy. 5 and the East Cherokee Drive and Mill Creek Road intersection improvement projects in the amount of \$9,500.00.

- 2.4 Consider approval of the sale of shoot house to the State of Georgia for \$700,000.00.

COUNTY ATTORNEY

- 3.1 Resolution to adopt 2014 Qualifying Fees.

ADJOURN

From: Brown, Beth [BBrown@ACCG.org]
Sent: Thursday, January 02, 2014 4:36 PM
To: Brown, Beth
Subject: ACCG Launches Centennial Celebration!

Chairman 'A'

Happy New Year from ACCG!

The start of this new year marks the launch of ACCG's centennial anniversary. In 1914, county officials from across the state came together in Fulton County for the purpose of discussing the creation of the state's first highway department. From this initial meeting, ACCG was formed. One hundred years later, ACCG remains the state's only organization dedicated to advancing Georgia's counties.

ACCG has planned a year-long celebration to honor this milestone anniversary. In addition to recognizing our rich history, we will launch several initiatives designed to help increase public awareness about services provided by counties.

We hope that your county will support the ACCG centennial anniversary by participating in conferences and events throughout the year and engaging in centennial initiatives. Here's how you can get involved in the next two months:

- **Adopt a resolution recognizing ACCG's centennial anniversary.** ACCG would like to have a resolution from every county to include in our archives. You can find a template resolution [here](#). Please provide a copy of the resolution to ACCG after it has been passed by your Board of Commissioners.
- **Attend the 2014 ACCG Capitol Connection Conference.** The Capitol Connection Conference is scheduled for February 3 – 4, 2014 at the Atlanta Marriott Marquis. In addition to learning about legislative initiatives, this conference will serve as the official launch of our centennial celebration. House and Senate resolutions and a proclamation from Governor Nathan Deal recognizing ACCG's service are planned in conjunction with this event. You also will get a sneak peak at the communications campaign on county government that ACCG has under development that will launch later this year. For the conference agenda and registration information, please click [here](#).



Cherokee County, Georgia Agenda Request

1.1

SUBJECT: Acceptance State Grant Award

MEETING DATE: 01/21/2014

SUBMITTED BY: Jennifer Williams, Coordinator, Drug Accountability Court

COMMISSION ACTION REQUESTED:

Approve Grant Award in the amount of \$ \$9,600 for Family Counseling for the Drug Accountability Court.

FACTS AND ISSUES:

- Supplemental Grant award from the Criminal Justice Coordinating Council
- Date of Award: January 1, 2014 – June 30, 2014
- Award is in addition to the \$ 141,831 approved on the June 18, 2013 BOC Meeting
- No Match is required

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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:

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

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

Instructions:

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

REVENUES:

Department Org Code	Object	Account Name	Amount
25820	334100-STAT	State Grant	9,600.00
			9,600.00

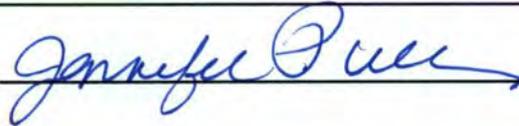
EXPENDITURES:

Department Org Code	Object	Account Name	Amount
22151000	521200-STAT	Professional Services	9,600.00
			9,600.00

PURPOSE OF TRANSFER/ AMENDMENT

State Grant J13-8-006 increased by \$9,600 for Family Counseling Services for the period
 January 1, 2014 - June 30, 2014

Department Head Approval:



County Manager Approval:

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

1/21/2014

OFFICE OF THE GOVERNOR
 CRIMINAL JUSTICE COORDINATING COUNCIL
SUPPLEMENTAL SUBGRANT AWARD
 Accountability Court Grant

SUBGRANTEE: Cherokee County BOC ORIGINAL State FUNDS: \$141,831
 SUPPLEMENTAL State FUNDS: \$9,600

IMPLEMENTING AGENCY: Blue Ridge Circuit
 Drug Court

PROJECT NAME: Accountability Court TOTAL State AWARD: \$151,431

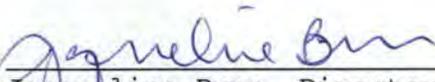
SUBGRANT NUMBER: J13-8-006 GRANT PERIOD: 01/01/14-06/30/14

This award is made under the Accountability Courts State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by January 15, 2014.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



 Jacqueline Bunn, Director
 Criminal Justice Coordinating
 Council
 Date Executed: 12/12/13



 Signature of Authorized Official
 L. B. Ahrens, Jr., Chairman

 Typed Name & Title of Authorized
 Official
 58-6000799

 Employer Tax Identification Number (EIN)

Internal Use Only

Trans CD:	102	Fund Source:	14102	Organ:	46
Description:	Acct Court Supplements	Effective Date:	01/01/14	Type:	9
Supplemental Amount:	53000	Class:	315	Item Code:	1
Department ID:	4710606000	Expense Account:	624.41	Order:	1
Contract Number:	B09-8-001	Override:	2	Project Number:	47114135

ACCOUNTABILITY COURT FUNDING COMMITTEE
APPROVED ROLLING GRANT FUNDING

January 1, 2014 – June 30, 2014

COURT NAME: Blue Ridge Circuit Drug Court
(FY13 Implementation Court)
PRESIDING JUDGE: Hon. Ellen McElyea

FY14 ROLLING GRANT AWARD: \$9,600

<u>Budget Worksheet Category</u>	<u>Line Item Approvals</u>	<u>Category Total</u>
Other/Contract Personnel:	Family Counseling - \$9,600	\$9,600



Cherokee County, Georgia Agenda Request

SUBJECT: Surplus of Electronic Equipment

MEETING DATE: 1/21/14

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration to Surplus Various Outdated Electronic Equipment from Cherokee Recreation & Parks Agency

FACTS AND ISSUES:

Requesting approval to surplus several printers, computers & related hardware as well as several desk telephones. The full list is attached. These items would be recycled at the next available Electronics Recycling Day.

BUDGET:

Budgeted Amount: None
Amount Encumbered: None
Amount Spent to Date: None
Amount Requested: None
Remaining Budget: None

Account Name: None
Account #: None

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:

Approval to Surplus Various Outdated Electronic Equipment from Cherokee Recreation & Parks Agency

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

A large, handwritten signature in black ink, appearing to read "Bryan Reynolds", is written over the signature lines for the Department Head, Agency Director, and County Manager.

Date: 1/14/2014

Transferred From: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">CRPA</div>	Transferred To: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">Surplus</div>
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Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Dell Computer; S/N: HQ3LTG1	Poor			N/A
2	1	Texas Instruments Calculator; S/N:0098558	Poor			
3	1	Cambridge Sound Works Speakers; S/N: SW036B3359000246	Poor			
4	1	Gateway Keyboard; S/N: 06E01906421D	Poor			
5	1	D-Link Ethernet Router; S/N: D90164A048079	Fair			
6	1	HP Keyboard; S/N: SC0051010011	Poor			
7	4	HP Desk Jet Printer;	Poor			
8	1	KDS; S/N: 1745B807035194	Poor			
9	1	Brother Printer; S/N: U61089D6F737238	Poor			
10	1	Canon Scanner	Poor			
11	1	Gateway Computer; Product Key: XDD3BHW8DQ684YPMGGQVF6TCB	Poor			
12	1	HP Computer; S/N: MX11392692	Poor			
13	1	Brother Fax; U60302G6K544383	Poor			
14	1	HP Copier; S/N SG36CC106J	Poor			
15	1	Gateway Monitor; Model: 786N; Product Key: VX755	Poor			
16	1	Buffalo Air Station; S/N: 74074565108933	Poor			
17	1	HP Fax; S/N: CN643AJOB3	Poor			
18	1	Speed Stream Router; S/N: 06E242A13	Poor			
19	1	Motorola Modem; S/N: 164306077680	Fair			
20	17	Toshiba Digital Key Telephone; Model: DKT2020-S	Poor			
21	2	Dell Keyboard; S/N: Cn-0DJ331-71616-7BU-OCA5	Poor			
22	1	Dell Dock; S/N: CN-0HD062-48643-74H-2590	Poor			
23	1	Dell Wireless Mouse	Poor			
24	1	Logitech Wire Mouse; S/N HCA32400156	Poor			
25	1	Dell Wireless Keyboard; S/N: CN-0GM952-44751-736-02NN	Poor			
26	1	Antec External Hard Drive	Poor			
27	1	D-Link Ethernet Router; S/N: PVF33C5000629	Poor			
28	1	DirectTV Cable Box; S/N: D01CE7NG321331	Fair			

Purchasing Representative Signature:	Dept Property Coordinator Signature:	Received By Signature:
Title: Sr Proc Specialist	Title: CRPA Director	Title:
Date: 1-14-14	Date: 1/14/14	Date:



Cherokee County, Georgia Agenda Request

SUBJECT: Grant application approval

MEETING DATE: January 21, 2014

SUBMITTED BY: Vicki Benefield

COMMISSION ACTION REQUESTED:

Consider approval to apply for the 2013 Sex Offender Registry Notification Act (SORNA) Technology Application for the Cherokee County Sheriff's Office in the amount of \$27,716.00.

FACTS AND ISSUES: The Cherokee Sheriff's Office is requesting funding in the amount of **\$27,716.00**. This grant is coordinated through the Criminal Justice Coordinating Council and is 100% funded if awarded with no match. It is for equipment only and will cover no salaries. The requested equipment will be for 5 digital print-taking devices that can be used to obtain sex offenders' fingerprints and palm prints. The total request for funding includes hardware, software, and professional services including maintenance support for one year. This grant application is due January 31, 2014 for the award period of February 1, 2014 through December 31, 2014.

BUDGET:

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

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:

Approval to apply for the 2013 Sex Offender Registry Notification Act (SORNA) Technology Application for the Cherokee County Sheriff's Office in the amount of \$27,716.00.

REVIEWED BY:

DEPARTMENT HEAD: _____ *Vicki Benefield*

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

GRANT APPLICATION COVERSHEET

<p>1. Legal name of organization applying: Cherokee County</p>	<p>9. Title of Project: 2013 SORNA Technology Grant</p>																		
<p>2. Division or unit within the applicant organization to administer the project: Sheriff's Office</p>	<p>10. Application for: 2013 Sex Offender Registration and Notification Act Technology Program</p>																		
<p>3. Official applicant organization mailing address: 1130 Bluffs Parkway, Canton, GA. 30114</p>	<p>11. County where headquarters is based: Cherokee</p>																		
<p>4. Purpose Area(s) that your project falls under: Sheriff's Office equipment</p>	<p>12. Population of the county where the headquarters is based: 214,346</p>																		
<p>5. Person who can answer specific questions about this application.</p> <p>Name: Vicki Benefield</p> <p>Title: Grant Manager</p> <p>Address: P. O. Box 122 Ball Ground, GA. 30107</p> <p>Telephone Number: 678-454-7476</p> <p>Fax number: same as above</p> <p>e-mail address: vebenefield@cherokeeega.com</p>	<p>13. All cities and counties in the service area of the project and the population of each:</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="border-bottom: 1px solid black;">Cherokee</td><td style="text-align: right; border-bottom: 1px solid black;">214,346</td></tr> <tr><td style="border-bottom: 1px solid black;">Ball Ground</td><td style="text-align: right; border-bottom: 1px solid black;">1,433</td></tr> <tr><td style="border-bottom: 1px solid black;">Canton</td><td style="text-align: right; border-bottom: 1px solid black;">22,958</td></tr> <tr><td style="border-bottom: 1px solid black;">Holly Springs</td><td style="text-align: right; border-bottom: 1px solid black;">9,189</td></tr> <tr><td style="border-bottom: 1px solid black;">Nelson</td><td style="text-align: right; border-bottom: 1px solid black;">599</td></tr> <tr><td style="border-bottom: 1px solid black;">Waleska</td><td style="text-align: right; border-bottom: 1px solid black;">644</td></tr> <tr><td style="border-bottom: 1px solid black;">Woodstock</td><td style="text-align: right; border-bottom: 1px solid black;">23,896</td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table> <p>14. Grant Start Date: February 2, 2014</p>	Cherokee	214,346	Ball Ground	1,433	Canton	22,958	Holly Springs	9,189	Nelson	599	Waleska	644	Woodstock	23,896				
Cherokee	214,346																		
Ball Ground	1,433																		
Canton	22,958																		
Holly Springs	9,189																		
Nelson	599																		
Waleska	644																		
Woodstock	23,896																		
<p>6. Agency's Federal Employer Identification Number: 58-6000-799</p>	<p>15. Is this an application for first-year funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>																		
<p>7. Is the applicant organization delinquent on any state or federal debt? <input type="checkbox"/> Yes (If Yes, attach explanation) <input checked="" type="checkbox"/> No</p>	<p>Is your agency currently a CJCC subgrantee? no If yes, please list all current subgrant numbers below:</p>																		
<p>8. Program Budget</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="border-bottom: 1px solid black;">Federal Funds Requested</td><td style="text-align: right; border-bottom: 1px solid black;">\$55,432.00</td></tr> <tr><td style="border-bottom: 1px solid black;">Local Match</td><td style="text-align: right; border-bottom: 1px solid black;">0</td></tr> <tr><td style="border-bottom: 1px solid black;">TOTAL</td><td style="text-align: right; border-bottom: 1px solid black;">\$55,432.00</td></tr> </table>	Federal Funds Requested	\$55,432.00	Local Match	0	TOTAL	\$55,432.00	<p>Current Subgrant #:</p>												
Federal Funds Requested	\$55,432.00																		
Local Match	0																		
TOTAL	\$55,432.00																		
<p>To the best of my knowledge, all information in this application is true and correct. The application has been duly authorized by the governing body of the applicant and agrees to comply with all CJCC rules, including the attached assurances, if awarded.</p>	<p>16. Congressional District(s) served by Project: Congressional District GA-06</p>																		
<p>Typed name of Authorized Official L.B. Ahrens, Jr. Cherokee County Commission Chair</p>	<p style="text-align: center;">FOR CJCC USE ONLY</p>																		
<p>Signature of Authorized Official</p>	<p>Application #:</p>																		
<p>Date Signed January 21, 2014</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">Reviewed By:</td> <td style="border-bottom: 1px solid black;">Date:</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Reviewed By:</td> <td style="border-bottom: 1px solid black;">Date:</td> </tr> </table>	Reviewed By:	Date:	Reviewed By:	Date:														
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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

498 Chattin Drive

Canton, Georgia 30114

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

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

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

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

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

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

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

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

1. Grantee Name and Address:

Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

2. Application Number and/or Project Name

2013 Sex Offender Registry Notification
Act Technology

3. Grantee IRS/Vendor Number

58-6000-799

4. Typed Name and Title of Authorized Representative.

L.B. Ahrens, Jr.
Chairman, Cherokee County Commission Chair

5. Signature

6. Date January 21, 2014

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

**Federal Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

L. B. Ahrens, Jr. Cherokee county Commission Chair
Name and Title of Authorized Representative

Signature

January 21, 2014

Date

Cherokee County
Name of Organization

1130 Bluffs Parkway
Address of Organization

Canton, Georgia 30114



Cherokee County, Georgia Agenda Request

SUBJECT: Contract Award

MEETING DATE: 1/21/2014

SUBMITTED BY: Stacey Williams, Sheriff Office Director Admin Services

COMMISSION ACTION REQUESTED:

Award Professional Services Agreement to low bidder, 144th Marketing Group, LLC, for the purchase and installation of specified Law Enforcement Equipment in an amount not to exceed \$10,512 per Vehicle (contract total value not to exceed \$210,240).

FACTS AND ISSUES:

RFP 2014-10 was released on December 3, 2013 for sealed proposals. On January 8, 2014 four proposals were received; three responsive and one non-responsive. The contract is the County's standard Professional Services Agreement and the term will be for February 2014 to September 2014 for an amount not to exceed \$210,240.

The pricing summary and scores are as follows:

Proposer Name	Cost (Per Vehicle)	Total Score
144 th Marketing Group, Peachtree City	\$10,512	100
Atlanta Specialty Vehicles, Woodstock	\$12,303.66	76
Diversified Electronics, Marietta	\$12,924	74

Recommendation for award is to the lowest bidder and highest scored proposer as outlined on the attached Procurement Summary and Pricing Analysis. The Cherokee County business (Atlanta Specialty Vehicles) was not within 5% of the low bidder to be considered for the Cherokee County Based Preference under §2-5-3.01 of the Procurement Ordinance.

The price for equipment and installation is \$10,512 per vehicle and the contract covers up to 20 vehicles bringing the total not to exceed contract value to \$210,240.

Funding will be provided by SPLOST 2012 (Fund 323, Project 67500) and then the Sheriff Office Operations for FY14 Budget as available.

BUDGET:

Budgeted Amount:	\$	Account Name: SO Operations & SPLOST
Amount Encumbered:	\$	Account #:
Amount Spent to Date:	\$	
Amount Requested:	\$210,240 (NTE)	
Remaining Budget:	\$	

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.

Procurement Summary

Date Submitted: 10-Jan-14
Submitted by: Kristi Thompson
PSA Number: 2014-10
Value of Contract: \$210,240 (not to exceed)
Period of Performance: February 2014 - September 2014
Supplier Name: 144th Marketing Group, LLC
General Description: Law Enforcement Vehicle Equipment and Installation
Source of Funds: Sheriff Office Operations

Contract Information

Proposed Contract Type

<input checked="" type="checkbox"/>	Standard Professional Services Agreement
<input type="checkbox"/>	PSA with Exceptions Approved by Counsel
<input type="checkbox"/>	Supplier Agreement Approved by Counsel
<input type="checkbox"/>	Standard Purchase Order

Formal Advertised Procurement:

Yes	<input checked="" type="checkbox"/>
-----	-------------------------------------

No	<input type="checkbox"/>
----	--------------------------

Number of Bidders Contacted / Number of Bids Received:

7

4

Supplier Selection Based on:

<input type="checkbox"/>	Only One Bidder
<input type="checkbox"/>	Lowest Bidder
<input type="checkbox"/>	Lowest Evaluated Bidder
<input checked="" type="checkbox"/>	Highest Proposal Scoring
<input type="checkbox"/>	Other*

Weight	Evaluation Criteria
50%	Price
25%	Service Plan / Delivery Timing
25%	References/Financials
	Quality Assurance Program
	Transition Plan

If Award to Non-County Business:

(If Applicable)

<input type="checkbox"/>	No Cherokee County Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input checked="" type="checkbox"/>	CC Business not within 5% of Low Bid (for consideration)
<input type="checkbox"/>	CC Business Total Evaluated Score Inadequate (for consideration)

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
100	\$ 210,240.00	144th Marketing Group LLC	Peachtree City, GA	Misc
76	\$ 246,073.20	Atlanta Specialty Vehicles	Woodstock GA	Misc
74	\$ 258,480.00	Diversified Electronics	Marietta, GA	Misc

Fair Price Determination:

Method	Price Analysis Type
<input type="checkbox"/>	Lowest Bidder
<input checked="" type="checkbox"/>	Lowest Evaluated Bidder
<input type="checkbox"/>	Best Pricing Among Comparable Features / Suppliers
<input type="checkbox"/>	Market Analysis or Market Pricing
<input type="checkbox"/>	State Contract Pricing
<input type="checkbox"/>	Other, see attached price analysis.

Important Price Evaluation Notes: 3 Responsive Bids received; 1 Non-responsive Bid received

Lowest priced proposal also highest scored proposal

Why Other Than Low Bidder Selected:

(If Applicable)

***Notes:**

Each of 3 responsive proposers supplied 5-year warranties

Installation Time: 144th Marketing - 1 1/2 days, Atlanta Specialty and Diversified Electronics - 5 days

Value of contract is not to exceed \$210,240 which would be equipment and installation for 20 Vehicles. Exact number of Vehicles to be purchased is unknown and dependent upon available funding during the FY14.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-10
 RFB/RFP NAME: Law Enforcement Equipment & Installation
 OPENING DATE/TIME: 1/8/2014 at 2:00PM EST

Proposals Received (no particular order)

NAME	CITY/STATE	PRICING (per vehicle)				Adjusted Total	Pricing	Referenc	Photos	Subs
		Equipment	Labor	Total	Adjustment ²		Form	e Form		
Atlanta Specialty Vehicles	Woodstock, GA	\$ 10,833.66	\$ 1,470.00	\$ 12,303.66	\$ -	\$ 12,303.66	Yes	Yes	Yes	No
Digital Ally ¹	Lenexa, KS	Non Responsive								
144th Marketing Group	Peachtree City, GA	\$ 9,762.00	\$ 750.00	\$ 10,512.00	\$ 104.00	\$ 10,616.00	Yes	Yes	Yes	No
Diversified Electronics	Marietta, GA	\$ 11,824.00	\$ 1,100.00	\$ 12,924.00	\$ -	\$ 12,924.00	Yes	Yes	Yes	No

NOTES:

- 1 Digital Ally only quoted Camera System - no other equipment or installation thereof; Proposal deemed "non-responsive"
- 2 Adjustment is for delivery of vehicle after installation to County Fleet. Adjustment price factored on previous RFP - includes mileage to/from Peachtree City and is per vehicle.

CRITERIA / RANKING

	Atlanta Specialty Vehicle	144th Marketing	Diversified Electronics
PRICE (maximum 50 points)	41	50	39
QUALITY/SERVICE (maximum 25 points)	10	25	10
REFERENCES/FINANCIAL SOLVENCY (maximum 25 points)	25	25	25
	76	100	74

Instructions for Federal Debarment Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

L. B. Ahrens, Jr.

Cherokee County Commission Chair

January 21, 2014

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Cherokee County 1130 Bluffs Parkway Canton, Georgia 30114 Congressional District, if known: GA 06	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Criminal Justice Coordinating Council 104 Marietta Street, N.W. Suite 440 Atlanta, Georgia 30303 Congressional District, if known:	
6. Federal Department/Agency: Justice Assistane Grant (JAG) Program	7. Federal Program Name/Description: SORNA Technology Program CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Not applicable	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>L.B. Ahrens, Jr.</u> Title: <u>Cherokee County Commission Chair</u> Telephone No.: <u>(678)493-6001</u> Date: <u>1/21/2014</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



Cherokee County, Georgia Agenda Request

SUBJECT: Amendment – Partnership Agreement

MEETING DATE: January 21, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider first amendment to partnership agreement with Northside Hospital-Cherokee for county acceptance of \$125,000, payable in annual installments of \$25,000/year to be used for sponsorship of the Cherokee County Aquatic Center and Cherokee County Parks.

FACTS AND ISSUES:

During the March 5, 2013 BOC Meeting, it was announced that Northside Hospital-Cherokee had agreed to sponsor the aquatic center and county parks. The first amendment to the Partnership Agreement between Cherokee County and Northside Hospital outlines the terms of the sponsorship, to include:

- 1) NSH would pay a total of \$125,000 in equal installments of \$25,000/year for five years;
- 2) Cherokee County would install 2 banners in the aquatic center and identified NSH as a sponsor with signage on the exterior of the building in an area earmarked for sponsor signs;
- 3) Provide NSH a 4-hour private party after-hours in the outdoor pool area to be held annually during the 5-year commitment;
- 4) Install NSH signage on 12 scoreboards at seven (7) county parks; and,
- 5) Recognition of NSH in the Leisure Pursuit Magazine, at aquatic center events, healthcare sponsor at aquatic center and parks, and recognition in Cherokee County sponsored Aquatic Center event programs.

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 first amendment to partnership agreement between Cherokee County and Northside Hospital-Cherokee.

REVIEWED BY:

DEPARTMENT HEAD: _____
 AGENCY DIRECTOR: _____
 COUNTY MANAGER _____

FIRST AMENDMENT TO
PARTNERSHIP AGREEMENT
BETWEEN CHEROKEE COUNTY, GEORGIA AND NORTHSIDE HOSPITAL-CHEROKEE,
A DIVISION OF NORTHSIDE HOSPITAL, INC.

This First Amendment to the Partnership Agreement by and between Cherokee County, Georgia, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County") and Northside Hospital-Cherokee, a division of Northside Hospital, Inc., ("Hospital") is effective as of _____, 2014.

WHEREAS, the County and the Hospital entered into a Partnership Agreement effective May 1, 2012 recognizing the respective missions of the County and the Hospital and the benefits of development of a cooperative arrangement between the County and the Hospital; and

WHEREAS, the County and the Hospital have determined that the partnership Agreement should be amended to provide for additional benefits to both the County and the Hospital.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Hospital will pay to County \$125,000 payable beginning December 1, 2013 in annual installments of \$25,000 for a period of five years. Hospital and County agree that this pledge is in addition to the funds pledged under the Partnership Agreement. Payments will be submitted to: Jerry W. Cooper, County Manager at the address provided in Paragraph 4. Funds paid by Hospital pursuant to this Amendment will be used for sponsorship of the Cherokee County Aquatic Center and Cherokee County Parks and will be in exchange for specific benefits provided to Hospital as outlined in Attachment A.
2. Paragraph 2 of the Partnership Agreement is deleted in its entirety.
3. Paragraph 3 of the Partnership Agreement is deleted in its entirety and replaced with the following;

County will recognize Hospital as Cherokee County's major hospital, a major community advocate, and sponsor of the Safe Kids Cherokee Program, and Hospital may so state in its advertising and marketing materials.

4. The term of the Partnership Agreement and this Amendment shall commence upon the Effective Date provided above and shall continue in full force for five years, contingent upon the continued operation of the Safe Kids Cherokee Program by the County, as contemplated by the Partnership Agreement, and the Cherokee County Aquatic Center and Cherokee County Parks as described herein; provided that Hospital and County may each terminate this Agreement at any time, with or without cause, upon ninety (90) days written notice to the other party.

5. This Agreement is contingent upon approval by the Board of Commissioners of Cherokee County.

6. Notices:

Notice to Hospital pursuant to this Agreement will be sent by U.S. Mail, Return Receipt Requested, to the following address:

Billy Hayes
CEO
Northside Hospital-Cherokee
201 Hospital Road
Canton, Georgia 30114

Notice to County pursuant to this Agreement will be sent by U.S. Mail, Return Receipt Requested, to the following address:

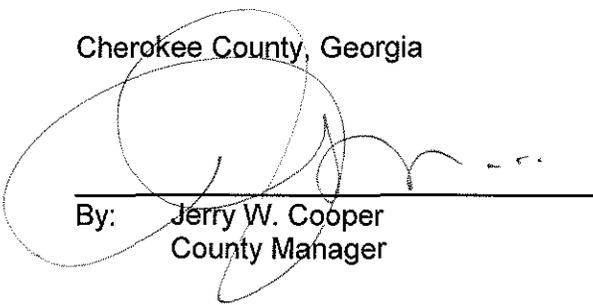
Jerry W. Cooper
County Manager
Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

Future changes in address shall be effective only upon written notice being given by County to Hospital or by Hospital to County via the delivery method described in this section.

So agreed:

Cherokee County, Georgia

Northside Hospital-Cherokee, a division of
Northside Hospital, Inc.



By: Jerry W. Cooper
County Manager

By: Billy Hayes
CEO

[CORPORATE SEAL]

Signed on:

Date

1-9-2014

Signed on:

Date

Attest:

Corporate Secretary

APPROVED BY THE CHEROKEE COUNTY BOARD OF COMMISSIONERS THIS ____ DAY
OF NOVEMBER, 2013.

L.B. Ahrens, Jr., Chairman

[COUNTY SEAL]

ATTEST:

Christy Black, County Clerk

Attachment A to
First Amendment to
Partnership Agreement

Five year partnership benefits to be provided to Hospital:

- Recognition in Cherokee Recreation and Parks Agency's (CRPA's) Leisure Pursuit quarterly publications.
- Recognition in Cherokee County sponsored Aquatic Center event programs.
- Healthcare sponsor to the Aquatic Center and Cherokee County parks.
- Recognition in Cherokee County Aquatic Center marketing publications.
- Prominently displayed Northside Hospital-Cherokee banners in the Aquatic Center as described below.
- Representation on scoreboard panels in prominent County maintained parks as described below

Aquatic Center Package

- Two 8 foot x 5 foot banners mounted inside Aquatic Center.
 - Mounted along length of 50 meter pool on either side of scoreboard.
 - Across from spectator gallery at eye level.
- Programmable digital recognition on scoreboard during events.
 - Scoreboard has the ability to display video clips, images, and text.
- Annual Corporate Party
 - 4 hour private party after-hours in outdoor pool area to be held annually during the 5 year commitment.
- Exterior signage

Cherokee County Parks Package

- 12 Scoreboard Panels at 7 County parks including:
 - Barnett Park, 2 (18 inch x 26 inch) panels on 1 scoreboard
 - Hobgood Park, 2 (8 foot x 8 foot) scoreboard panels
 - Riverside Park, 2 (4 foot x 5 foot) scoreboard panels
 - Recreation Center, 1 (4 foot x 5 foot) and 1 (3 foot X 3 foot) scoreboard panels
 - Sequoyah Park, 2 (4 foot x 5 foot) scoreboard panels
 - Twin Creeks Softball Complex, 2 (8 foot x 8 foot) scoreboard panel
 - Weatherby Park, 1 (4 foot x 5 foot) scoreboard panel



Cherokee County, Georgia Agenda Request

SUBJECT: Design Services for Intersection Improvements **MEETING DATE:** January 21, 2014
East Cherokee Drive at Old Hwy 5 and
East Cherokee Drive at Mill Creek Road

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of a Professional Services Contract with American Engineers, Inc., for completing a revised traffic study for the East Cherokee Drive and Old Hwy 5 and the East Cherokee Drive and Mill Creek Road intersection improvement projects in the amount of \$9,500.00.

FACTS AND ISSUES:

The East Cherokee Drive at Old Hwy 5 and the East Cherokee Drive at Mill Creek Road intersection improvement projects were originally designed by American Engineers, Inc. in 2008. This proposal includes costs associated with updating the traffic study to account for the new traffic conditions at this intersection as a result of the recent opening of the Ridgewalk Parkway and I-575 interchange.

A separate proposal for updating the original design plans as a result of the traffic study and also for updating the plans to current GDOT and EPD standards will be presented once the traffic study is complete.

BUDGET:

Budgeted Amount:	\$2,250,000.00	Account Name: SPLOST -- East Cherokee Drive
Amount Encumbered:	\$ 109,950.00	Account #: 62072
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 9,500.00	
Remaining Budget:	\$2,130,550.00	

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.
Contract: Yes No Ordinance/Resolution: Yes No
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of a Professional Services Contract with American Engineers, Inc., for completing a revised traffic study for the East Cherokee Drive and Old Hwy 5 and the East Cherokee Drive and Mill Creek Road intersection improvement projects in the amount of \$9,500.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



AMERICAN ENGINEERS, INC.
PROFESSIONAL ENGINEERING

1634 White Circle, Suite 101
Marietta, GA 30066
Office (770) 421-8422
Fax (770) 421-0064

December 31, 2013

Mr. Geoffrey E. Morton, P.E.
County Engineer
Capital Program Management
1130 Bluffs Parkway
Canton, GA 30114

RE: Intersection Improvements for East Cherokee Drive at Old Highway 5
and Mill Creek Road

Dear Mr. Morton:

American Engineers, Inc. is pleased to provide you with a proposal for conducting a traffic study at the intersection of Old Highway 5 at East Cherokee Drive / Publix Driveway in Cherokee County, GA. A traffic study was conducted in 2009 and construction plans for this project were completed and submitted on August 9, 2012. Since this study was conducted, an interchange has been constructed and opened to traffic at I-75 and Ridge Walk Parkway that decreases the travel distance and time to I-75 from the intersection of East Cherokee and Old Highway 5. This study will determine needed intersection improvements due to changes in the travel patterns. The traffic changes and improvements will possibly impact the intersection of East Cherokee Drive and Mill Creek Road that is about a 1,000 feet east of Old Highway 5. In addition, the traffic traveling eastbound on East Cherokee Drive may be impacted by a school driveway east of Mill Creek Road; the impact of this driveway will also be taken into consideration.

Scope of Service

This proposal includes collecting traffic counts and conducting traffic operations analysis for near term and long term improvements.

The first task for this project will be to obtain 24- hour approach traffic counts on each approach to the intersections and turning movement counts during the peak traffic hours at the intersections. The traffic volumes will be projected to estimate the future traffic volumes at five years after construction and 20-years after construction. Both daily traffic and peak hour traffic will be developed for the study years.

The traffic study will be developed to determine the required intersection improvements at the intersections five years after construction and 20-years after construction using the previous projected traffic volumes. The improvements will be determined as to the needed lane configurations and bay lengths for 5-years and 20-years after construction. A maximum of three different improvement options will be considered for the improvement of the two intersections.

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This proposal includes up to two meetings with the Cherokee County staff to discuss the project. In addition, two copies of the report will be furnished to Cherokee County. Also, an electronic copy of the report and Synchro files will be provided.

Fee

The fee for the services is proposed as follows:

Traffic Data Collection:	\$1,000	Lump Sum
Traffic Study and Meetings/Coordination	\$8,500	Lump Sum

A total lump sum fee of \$9,500 which includes all indirect and direct cost.

Any additional meeting/coordination services (not mentioned in the scope of work above) requested by Cherokee County or other agencies will be billed on an hourly basis as an additional fee per the attached Schedule of Charges.

Schedule

It is recommended that the project be started the second week of January 2013 when school is back on its normal schedule. The preliminary study will be submitted within 60 days from notice to proceed for review and discussion.

If you have any questions or require additional information, please do not hesitate to contact our office. We look forward to working with Cherokee County on providing these services and the successful completion of this project.

Sincerely,
American Engineers, Inc.



Mark Wilkinson, P.E.
Project Manager



Cherokee County Government

Engineering Department
Capital Program Management
1130 Bluffs Parkway
Canton, GA 30114
678-493-6077 FAX 678-493-6088
www.cherokeega.com

December 31, 2013

Mr. Tom Fravel, P.E.
American Engineers, Inc.
1634 White Circle
Suite 101
Marietta, Georgia 30066

Re: East Cherokee Drive and Old Highway 5 and
East Cherokee Drive at Mill Creek Road
Intersection Improvements Project
Updated Traffic Study and Plan Revisions
Contract Documents

Dear Mr. Fravel:

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

Please note that in addition to completing and signing the contract, you are also responsible for filling out Exhibits A, B and C.

The award of the contract is expected to be made at the January 21, 2014 Board of Commissioners meeting. If you could execute the contracts and return them, as well as a copy of your insurance certificate, to me by Wednesday, January 15, 2014, it would be appreciated.

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

Sincerely,

Geoffrey E. Morton, P.E.
County Engineer

Attachments

Cc: Tommie Gray

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 _____, 2014, 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 **AMERICAN ENGINEERS, 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 East Cherokee Drive and Old Hwy 5 and the East Cherokee Drive and Mill Creek Road intersection improvement projects – revisions to design plans; 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

Revise the design plans for the East Cherokee Drive and Old Hwy 5 and the East Cherokee Drive and Mill Creek Road intersection projects in accordance with current traffic patterns, right-of-way negotiations and to update design plans to current GDOT specifications. Also to update the erosion, sediment and pollution control plans to current EPD standards.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of engineering design work.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before December 31, 2014. 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 **\$9,500.00 for Phase I** of the project (updated traffic study). The cost of Phase II of the project is to be determined once Phase I has been completed, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon a **flat fee**.

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, 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 5 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

Mark Wilkinson, P.E. 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 **American Engineers, Inc.**, in order for Consultant to complete the Work.

B. County's Representative

Geoffrey E. Morton, P.E. 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. 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 **Geoffrey E. Morton, P.E.** for the County and **Mark Wilkinson, P.E.** 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
Attention: Geoffrey E. Morton, P.E.
1130 Bluffs Parkway
Canton, Georgia 30114

NOTICE TO THE CONSULTANT shall be sent to:

American Engineers, Inc.
Attention: Tom Pravel, P.E.
1634 White Circle
Suite 101
Marietta, Georgia 30066

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.

XIII. 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.

XIV. 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.

XV. SOVEREIGN IMMUNITY

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

XVI. FORCE MAJEURE

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

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

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

AMERICAN ENGINEERS, INC.

[Signature]

By: BEN T. QUINN

Its: CEO

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

[Signature]

Witness

[Signature]

Notary Public

[NOTARY SEAL]

My Commission Expires:

9.24.14

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:

192660
Federal Work Authorization User Identification
Number

2/23/2009
Date of Authorization

American Engineers, Inc.
Name of Contractor

E-Verify and other things and
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 Jan, 9, 2014 in Marietta (city),
GA (state).

Tom Fravel
Signature of Authorized Officer or Agent

Tom Fravel / Branch Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 9 DAY OF
January, 2014.

Rhandi Gallegos
NOTARY PUBLIC



My Commission Expires:
10-12-16

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 American Engineers, Inc. (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:

219147
Federal Work Authorization User Identification
Number

6-8-2009
Date of Authorization

AER ENGINEERING INC.
Name of Subcontractor

EAST CHEROKEE DRIVE at Hwy 5
Name of Project Archie Hill Creek Pkwy

CHEROKEE COUNTY
Name of Public Employer

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

Executed on 1, 10, 2014 in Marietta (city),
GA (state).

Abdul K. Ambar
Signature of Authorized Officer or Agent

ABDUL K. AMBAR, PRESIDENT
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 04th DAY OF
JANUARY, 2014,
Debra Doceral
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

10-21-2014

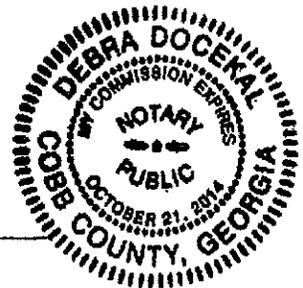


EXHIBIT "C"

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



AMERENG-02 HHANSON

CERTIFICATE OF LIABILITY INSURANCEDATE (MMDD/YYYY)
1/14/2014

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 Van Meter Insurance Group 1240 Fairway Street Bowling Green, KY 42103	CONTACT NAME: PHONE (A/C, No, Ext): (270) 781-2020 4206 FAX (A/C, No): (270) 843-8808 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED American Engineers, Inc 65 Abardeen Drive Glasgow, KY 42141-8238	INSURER A: Cincinnati Insurance Company NAIC # 10677	
	INSURER B: Kentucky Associated General Contractors Self Insurance Fund	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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.

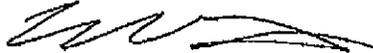
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bkt Additional Insd	X		CPP3658713	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$ Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CPA3658713	5/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CPP3658713	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS						AGGREGATE \$ 5,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		19612 (KY)	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	Y/N <input type="checkbox"/>						E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000
A	Property			CPP3658713	5/1/2013	5/1/2014	
A	Equipment Floater			CPP3658713	5/1/2013	5/1/2014	

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

Project: E. Cherokee Dr and Old Hwy 5 Project

Cherokee County and The County & County Parties are listed as additional Insureds to the general liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Cherokee County Attn: Geoffrey E. Morton 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 
--	---

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ADDITIONAL REMARKS SCHEDULE

AGENCY Van Meter Insurance Group		NAMED INSURED American Engineers, Inc 65 Aberdeen Drive Glasgow, KY 42141-8238	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks:

WC COVERAGE GEORGIA
WORKERS COMPENSATION COVERAGE: GEORGIA
 Carrier: Safety First Insurance Company
 Policy: FPP4042556GA
 Effective 1/1/14 to 1/1/15

Description	Limits
Employers Liability: Each Accident	\$1,000,000
Employers Liability: Disease - Policy Limit	\$1,000,000
Employers Liability: Disease - Each Employee	\$1,000,000
Workers Compensation Statutory Benefit	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/14/2014

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PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C No. Ex): 502-244-1343 FAX (A/C No): 502-244-1413 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED American Engineers, Inc. 65 Aberdeen Drive Glasgow, KY 42141	INSURER A: Hudson Insurance Company HAIG # 25054	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDE? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			ABE7221505	10/02/2013	10/02/2014	Each Claim 8,000,000 Aggregate 8,000,000

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

Project: B. Cherokee Dr and Old Hwy 5 Project

CERTIFICATE HOLDER**CANCELLATION**

Cherokee County
 Geoffery E. Morton
 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

Bruce W Ferguson

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CERTIFICATE OF LIABILITY INSURANCE

TOBI

DATE (MM/DD/YYYY)
1/14/2014

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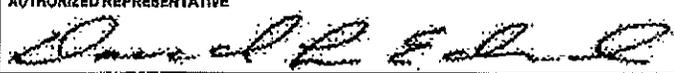
PRODUCER (678) 690-5990 Crow Friedman Group of Georgia, Inc. 1255 Lakes Pkwy Bldg 100 Suite 120 Lawrenceville, GA 30043		CONTACT NAME: Billie Towles PHONE (AG, No, Ext): (678) 690-5990 FAX (AG, No): (678) 690-5992 E-MAIL ADDRESS: billie@crowfriedman.com PRODUCER CUSTOMER ID #: A&RENGI-01	
INSURED A&R Engineering, Inc. 2160 Kingston Ct. Suite O Marietta, GA 30067		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American Casualty Company	NAIC # 20427
		INSURER B: Continental Casualty Company	NAIC # 20443
		INSURER C: XL Specialty Insurance Company	NAIC # 37885
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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INSR YR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		B4019964988	11/21/2013	11/21/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input 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		B4019964988	11/21/2013	11/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE: <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/INSURER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC419964186	11/21/2013	11/21/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Professional Liability C Professional Liability					
C	Professional Liability C Professional Liability		DPR9708738	6/1/2013	6/1/2014	Each Claim \$2,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
 American Engineers, Inc., Cherokee County and Cherokee County Parties are included as additional insured on the referenced General Liability and Auto Liability Policies on primary and non-contributory basis provided it is required by written contract. Auto is primary only. General Liability includes waiver of subrogation in favor of additional insured when required by written contract. General Liability Form SB-146968-A additional insured and waiver of subrogation form included with this certificate.

CERTIFICATE HOLDER American Engineers, Inc. 1634 White Circle Marietta, GA 30068-	CANCELLATION 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 
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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C, OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

**&
BLANKET WAIVER OF SUBROGATION**

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS**

A. WHO IS AN INSURED (Section C.) of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS - "Insured Contract"** (Section F.9.) within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.

C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS - Duties in The Event of Occurrence, Offense, Claim or Suit (Section E.2.) of the Businessowners Liability Coverage Form is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to the which may result in a claim or "suit" under this insurance.

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. OTHER INSURANCE (Section H, 2, & 3.) of the Businessowners Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured

against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part.

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.) of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."



Cherokee County, Georgia Agenda Request

SUBJECT: Sale of Property (shoot house)

MEETING DATE: January 21, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider approval of closing documents for sale of shoot house located on 1.7 acres to the State of Georgia for the amount of \$700,000.

FACTS AND ISSUES:

The State of Georgia offered and issued bonds in the amount of \$700,000 to assist in paying for the Roger Garrison Law Enforcement Training Center and request ownership of the shoot house located on 1.7 acres adjacent to the classroom training building. The appraised value of the shoot house and 1.7 acres is just slightly greater than \$700,000.

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 closing documents (Settlement Statement, Limited Warranty Deed, and Owner's Affidavit)

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

A large, stylized handwritten signature in blue ink is written across the signature lines for the County Manager.

SETTLEMENT STATEMENT

PURCHASERS: State of Georgia

SELLER: Cherokee County, Georgia

PROPERTY: 1.70 Acres
Land Lot 92, 15th District, 2nd Section
Chattin Drive
Cherokee County, Georgia

SETTLEMENT AGENT: Dyer & Rusbridge, P.C.
291 E. Main St.
Canton, Georgia 30114

DATE: January ___, 2014

AMOUNT DUE FROM PURCHASER:

Purchase Price	\$700,000
----------------	-----------

TOTAL DUE FROM PURCHASER	\$700,000
---------------------------------	------------------

DISBURSEMENTS:

Transfer Tax	\$0
Proceeds to Seller	\$700,000

TOTAL DISBURSEMENTS	\$700,000
----------------------------	------------------

Purchaser:**Seller:**

 State of Georgia

By:

Title:

 Cherokee County, Georgia

By:

Title:

OWNER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CHEROKEE

Personally appeared before me, the undersigned officer, **L.B. "Buzz" Ahrens** (hereinafter "Deponent"), who being duly sworn according to law, deposes and says, on oath, as follows:

That Deponent is the Chairman of the Cherokee County Board of Commissioners (hereinafter the "Seller"), and that to the best of his knowledge and with reasonable inquiry, he has the authority to make this Affidavit.

That Seller is the owner of the fee simple estate in and to the real property located in Cherokee County, Georgia, as more particularly described in Exhibit "A" attached hereto and incorporated herein, together with all fixtures, improvements, easements, and appurtenances related thereto (hereinafter referred to as the "Property").

That Seller is in open, exclusive, notorious, continuous, adverse, and peaceable possession of the Property.

That there are no unpaid or unsatisfied security deeds, mortgages, claims of lien or other matters which constitute or could constitute a monetary lien against the Property or any part thereof, except for matters being satisfied of record in connection herewith.

That there is no outstanding indebtedness for equipment, appliances or other fixtures owned by Seller attached to or located in or on the Property.

That to Deponent's best actual knowledge, the lines and corners of the Property are clearly marked and there are no disputes concerning the location of said lines and corners.

That there are no pending suits, proceedings, judgments, bankruptcies, liens or executions against Seller either in Cherokee County or any other county in the State of Georgia which do or could adversely affect title to the Property.

That no improvements or repairs have been made on the Property by Affiant within ninety-five (95) days prior to closing or, if such improvements or repairs have been made, that all costs with respect thereto have been paid in full.

That, to the best of my knowledge and with reasonable inquiry, no environmental protection law (including those related to hazardous waste and wetland protection) has been violated or is in violation with respect to the Property or any portion thereof, including but not limited to any threatened or endangered species of animal or plant; and that no portion of the Property has been designated as wetlands by any governmental agency, whether State, Local or Federal.

That there are no tenants, persons or other parties with or without possession who have a right or claim to possession of the Property other than Seller.

Cherokee County, Georgia

by: L.B. "BUZZ" AHRENS
its: Chairman, Board of Commissioners

Sworn to and subscribed before me,
this _____ day of _____, 2014.

NOTARY PUBLIC
Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 92 OF THE 15TH DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET (NO. 5 REBAR) HAVING A STATE PLANE COORDINATE VALUE OF NORTH 1526903.57 AND EAST 2198248.56; THENCE NORTH 55 DEGREES 58 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 50.75 FEET TO A POINT LOCATED ON THE SOUTHEASTERLY RIGHT OF WAY (60 FOOT RIGHT OF WAY) OF CHATTIN DRIVE; THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY OF CHATTIN DRIVE THE FOLLOWING COURSES AND DISTANCES:

NORTH 25 DEGREES 53 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 31.06 FEET TO A POINT;
NORTH 22 DEGREES 18 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 43.26 FEET TO A POINT;
NORTH 17 DEGREES 59 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 32.92 FEET TO A POINT;

THENCE LEAVING SAID RIGHT OF WAY AND RUNNING SOUTH 80 DEGREES 40 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 202.31 FEET TO AN IRON PIN SET (NO. 5 REBAR); THENCE SOUTH 05 DEGREES 13 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 37.86 FEET TO AN IRON PIN SET (NO. 5 REBAR); THENCE SOUTH 82 DEGREES 07 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 90.35 FEET TO AN IRON PIN SET (NO. 5 REBAR); THENCE NORTH 08 DEGREES 09 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 127.01 FEET TO A POINT; THENCE SOUTH 88 DEGREES 42 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 98.89 FEET TO A POINT; THENCE SOUTH 13 DEGREES 57 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 345.85 FEET TO A POINT; THENCE NORTH 62 DEGREES 11 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 358.66 FEET TO AN IRON PIN SET , AND THE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 1.70 ACRES ACCORDING TO A BOUNDARY SURVEY FOR GEORGIA PUBLIC SAFETY TRAINING CENTER, CHEROKEE COUNTY SHOOT HOUSE TRACT, PREPARED BY MICHAEL C. MARTIN, GEORGIA R.L.S. NO. 2149, OF MARTIN LAND SURVEYING, P.C., DATED: SEPTEMBER 09, 2013, AND RECORDED IN PLAT BOOK _____, PAGE _____, CHEROKEE COUNTY, GEORGIA PLAT RECORDS.

RETURN TO:
Dyer & Rusbridge, P.C.
291 E. Main St.
Canton, Georgia 30114
(770) 479-7418

CUSTODIAL AGENCY:
Georgia Public Safety Training Center

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF CHEROKEE

THIS LIMITED WARRANTY DEED, hereinafter referred to as "Deed", is made this _____ day of _____, 2014, by and between **CHEROKEE COUNTY, GEORGIA** whose address is 1130 Bluffs Parkway, Canton, GA 30114, Party of the First Part, hereinafter referred to as "Grantor", and **STATE OF GEORGIA**, whose address for the purposes of this Deed is 100 Indian Springs Drive, Forsyth, Georgia 31029, Party of the Second Part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee to include their respective heirs, successors and assigns where the context require or permits).

WITNESSETH THAT:

WHEREAS, at a meeting held on _____ the Grantor approved the sale of the property described in this Deed and authorized the undersigned to execute this Deed on behalf of Grantor; and

WHEREAS, at a meeting held on October 10, 2013 the Grantee approved the acquisition of the property described in this Deed;

NOW THEREFORE, Grantor, for and in consideration of Seven Hundred Thousand and no/100 Dollars (\$700,000), in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has given, granted, conveyed and confirmed, and by these presents does hereby give, grant, convey and confirm unto Grantee:

All that tract or parcel of land, hereinafter referred to as the "Property", containing 1.70 acres, situate, lying and being in Land Lot 92 of the 15th District, 2nd Section of Cherokee County, Georgia, and being more particularly described in the legal description marked EXHIBIT "A", which is attached hereto, incorporated herein and by this reference made a part hereof.

TO HAVE AND TO HOLD the Property, with all and singular the rights, members and appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of Grantee, forever in FEE SIMPLE.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor.

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

Signed, sealed and delivered

CHEROKEE COUNTY, GEORGIA

in the presence of:

Unofficial Witness

L.B. "Buzz" Ahrens, Chairman

Official Witness, Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 92 OF THE 15TH DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PROPERTY CONTAINING 1.70 ACRES ACCORDING TO A BOUNDARY SURVEY FOR GEORGIA PUBLIC SAFETY TRAINING CENTER, CHEROKEE COUNTY SHOOT HOUSE TRACT, PREPARED BY MICHAEL C. MARTIN, GEORGIA R.L.S. NO. 2149, OF MARTIN LAND SURVEYING, P.C., DATED: SEPTEMBER 09, 2013, AND RECORDED IN PLAT BOOK _____, PAGE _____, CHEROKEE COUNTY, GEORGIA PLAT RECORDS. .

STATE OF GEORGIA
 COUNTY OF CHEROKEE

RESOLUTION NO. 2014 - R - 001

WHEREAS, the Board of Elections and Registration of Cherokee County has requested that the Cherokee County Board of Commissioners set qualifying fees for various County offices within Cherokee County for the 2014 General Election pursuant to O.C.G.A. § 21-2-131(a); and

WHEREAS, the Board of Commissioners desires to comply with said request from the Board of Elections and Registration.

NOW, THEREFORE, BE IT RESOLVED by the Cherokee County Board of Commissioners and it is hereby enacted pursuant to the authority of the same that the following qualifying fees for the General Election to be held on Tuesday, November 4, 2014 are hereby set, and shall be published prior to February 1, 2014 as required by law, as follows:

1. Board of Commissioners - Chairman	\$1,140.00
2. Board of Commissioners - Members	\$900.00
3. School Board Members	\$216.00
4. Judge of the State Court	\$3,942.08
5. Cherokee County Solicitor General	\$3,769.01

ADOPTED this 21st day of January, 2014.

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

Attest:

Christy Black, County Clerk



Cherokee County Board of Commissioners WORK SESSION MINUTES

January 7, 2014

3:00 p.m. | Cherokee Hall

The Chairman began at 3:12 p.m. with all Commissioners present except Commissioner Poole. The Chairman wished everyone a Happy, Healthy, Prosperous and Safe 2014. He spoke about the email letter he sent out to all staff seeking feedback on opportunities to expand our growing competitive edge and conversely, the most significant weakness that inhibits ability to grow/expand our competitive advantage. He said that he had received a few replies and was looking forward to more.

1. Employee Service Recognition by Steve McClure.

Chairman Ahrens thanked those in advance who have continued to serve and for the continuity they provide the County. He then asked Mr. McClure to come to the podium to recognize the employees.

Mr. McClure began by stating that for those who reached the five year service milestone awards for the dates of July through December 31, those employees had been sent the award already. He then read the list of employees who received 10 year, 15 year, 20 year and 25 year milestone awards.

Chairman Ahrens thanked everyone again for their commitment and service to Cherokee County.

2. Update on Ethics Committee Candidates.

Chairman Ahrens said that he stopped the list of candidates at 15, all of whom he had spoken with (except one who he could not reach). He said that there were a lot of really good candidates with very different backgrounds and different reasons for wanting to serve. He said his goal is to narrow the list of 15 down to 4 and he may ask the Board to make some phone interviews to assist in this.

3. Discussion of Regular Agenda Items.

The Chairman then went over the **announcement**:

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.

CHAIRMAN

L. B. AHRENS

The Chairman mentioned that at the last meeting the approval of minutes from the December 3, 2013 meeting had inadvertently gotten skipped, so they would be approving those at tonight's meeting.

A. Reminder and notice of retreat.

The Chairman went over the draft list of potential topics they had already which included 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.

Discussion ensued on the topic of Historic Preservation Ordinance and the invitation to Mayor Hobgood. The Chairman stated that a couple of council-members have said they'd attend and set a date/time of Friday at 9:30 a.m. to attend the retreat. The Chairman didn't know how many would show up or who would show up, but they were invited to speak about topics of common interest such as fire consolidation.

The Chairman then said that although it was left off of agenda, the County would appoint the Vice-Chair tonight. District 4 will rotate off and it will go to District 1 and Commissioner Johnston for 2014.

Chairman Ahrens stated that Commissioner Poole had a family issue come up and would be unable to attend the meeting tonight.

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

- 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.

Commissioner Johnston asked how long we were required to monitor the landfill after closure. Mr. Cooper replied that the requirement was for 30 years and that we were in the 13th or 14th year of monitoring it.

- 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.

Commissioner Johnston asked if the Animal Shelter was still housing these animals and if they were available for adoption. Animal Shelter Director Susan Garcia said that they no longer had the animals at the shelter and that the dogs could not be adopted until a final court disposition. Mr. Cooper commended Ms. Garcia and her staff on the great job they do at the shelter, and the rapport they have with outside organizations that enable them to receive such grants.

Ms. Davis went over the one item under the **County Attorney** portion:

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

Ms. Davis gave an overview of the notice received for approximately 18.415 miles of property located at 267 Old Rope Mill Road in Woodstock. She said that she had not received feedback from County staff indicating that there was a legal objection available to the County so there would be no action required at tonight's meeting if no one else had anything to add. She said the deadline to object to this annexation would be before the next meeting.

Adjourn

Hearing no further business, Commissioner Nelms made a motion to adjourn to Executive Session at 3:53 p.m. to discuss personnel, land acquisition or

disposal, and pending or threatened litigation; Commissioner Johnston seconded and the motion was unanimously approved.



Cherokee County Board of Commissioners

MINUTES

January 7, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Karen Fegely with Bethesda Medical Clinic 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"

Chairman Ahrens led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:04 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public. Note: Commissioner Poole was absent due to family illness.

RATIFY CLOSURE OF EXECUTIVE SESSION

The Chairman called for a motion to ratify the closure of Executive Session at 5:25 p.m.

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

PRESENTATIONS/PROCLAMATIONS

None Scheduled.

AMENDMENTS TO AGENDA

None Scheduled.

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.

Chairman Ahrens stated that due an omission at the prior meeting, the Board was voting on the December 3 minutes this evening.

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

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

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

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

No one signed up to speak.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Reminder and notice of retreat.

The Chairman stated as a reminder that the retreat would be held Thursday, January 16 beginning at approximately 2 p.m. and Friday, January 17 beginning around 8 a.m. and to noon at Barnsley Gardens in Adairsville. He read the list of topics: Review of 2013 and Outlook 2014, Cherokee County Strategic Plan, Ethics Ordinance, Historic Preservation Ordinance, Economic Development Incentives and Invitation to Canton Mayor and City Council. He added that the media notice would be sent after the meeting tonight.

B. Appointment of Vice-Chair for 2014.

The Chairman stated that it is tradition to appoint on a rotation basis the Vice-Chair at the beginning of each year.

Chairman Ahrens made a motion to appoint District 1 Commissioner Harry Johnston as Vice-Chair for 2014; Commissioner Nelms seconded and the vote was unanimous approval 4-0.

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.

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

- 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.

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

COUNTY ATTORNEY

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

Ms. Davis gave summary of the notice received for 18.415 total acreage of property located at 267 Old Rope Mill Road in Woodstock. She said that with no change in use indicated, she and staff saw no viable objection for the County and there would be no need for action tonight by the Board.

Chairman Ahrens thanked Ms. Davis for this information.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Johnston made a motion to adjourn at 6:11 p.m.; Commissioner Gunnin seconded and the motion received unanimous approval 4-0.

CHEROKEE COUNTY

PUBLIC HEARINGS AND PARTICIPATION

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

Policies and Procedures for Conducting Public Hearings

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

STATE OF GEORGIA
COUNTY OF CHEROKEE COUNTY

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

PUBLIC COMMENT POLICY

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

(1)

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

(2)

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

(3)

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

(4)

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

(5)

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

(6)

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

As revised this 6th day of May, 2003.

MISSION STATEMENT



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

OUR GOAL:

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

OUR PROMISE:

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

OUR COMMITMENT:

Service Excellence & Continuous Improvement;

Accelerate Infrastructure Improvements;

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

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

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.

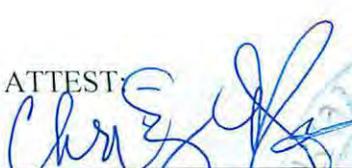
SO RESOLVED this 19th day of November, 2013.

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

SO ADOPTED this 19th day of November, 2013.

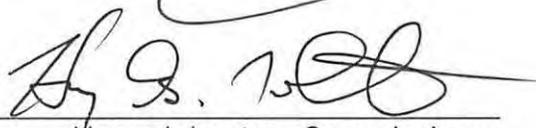
CHEROKEE COUNTY BOARD OF COMMISSIONERS



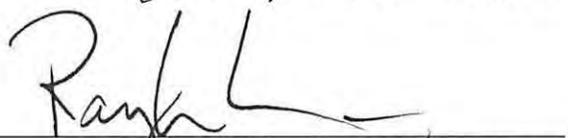
L. B. Ahrens, Chairman



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