



# Cherokee County Board of Commissioners WORK SESSION AGENDA

**April 15, 2014**  
**3:00 p.m. | Cherokee Hall**

1. FY2013 Audit & CAFR Overview by Janelle Funk; FY2013 Audit Agenda by James Bence of Mauldin & Jenkins.
2. Discussion on Indication of Roundabout.
3. Discussion of Regular Agenda Items.

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Executive Session to Follow



# Cherokee County Board of Commissioners

## FINANCIAL UPDATE

### FY2013 Audit & CAFR Overview

### CAFR – Comprehensive Annual Financial Report

Presented by Janelle Funk

4/15/2014



# Cherokee County Audit & CAFR Overview

## Purpose of Presentation

### Agenda:

1. Understand why and how an annual audit is conducted
2. Review historical results of audit findings since 2008
3. Review historical costs of audit since 2008
4. Review Cherokee County's audit finding for FY2013
5. Review what's done and what's left to do
6. Overview of final audited financial results

### Appendix:

Overview of a CAFR (previously reviewed with BOC in April 2013)



# Cherokee County Audit & CAFR Overview

## Why Do We Do It? How Is it Done?

### State Law

- State law requires local governments to publish a complete set of audited financial statements each year. (O.C.G.A. § 36-81-7)

### Federal Requirements

- The County receives federal assistance through various grant programs and is therefore required to undergo an annual “Single Audit” in conformity with the provision of OMB Circular A-133.

### How Do Auditors Conduct Audit:

- Exam, **on a test basis**, the amounts and disclosures in the financial statements.
- Assess accounting principles and significant estimates used.
- Perform tests of internal controls.
- Evaluate the overall financial statement presentation.

### Auditors Duty:

- Obtain **reasonable assurance** the financial statements are free of **material** misstatement.
- Report county’s compliance with A-133 requirements that could have a direct and material effect on County’s major federal programs.



# Cherokee County Audit & CAFR Overview

## Overview of the Process

Finance Team closes financial statements at end of fiscal year  
(Final, Pre-Audit Results)



Auditors perform audit on closed financial statements



Auditors discuss concerns with Finance & recommend adjustments



Finance makes adjustments to financial statements



County's General Ledger now reflects Final, Post-Audit Results



CAFR is prepared



# Cherokee County Audit & CAFR Overview

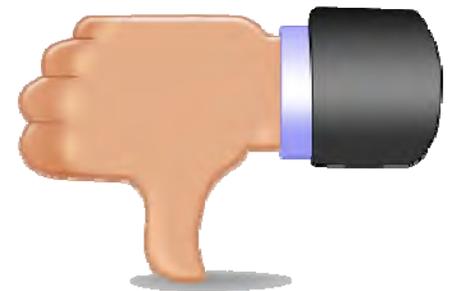
## 3 Types of Auditor's Opinions

Unqualified ("Clean") – financial statements are fairly presented in all material respects and comply with GAAP



Qualified – not necessarily negative, could be limited scope or unable to verify information

Adverse - indicates serious problems with the audit, and can be very damaging to the County's reputation and financial position





# Cherokee County Audit & CAFR Overview FY2013 Audit Opinion

## Independent Auditor's Report

Cherokee County Received:

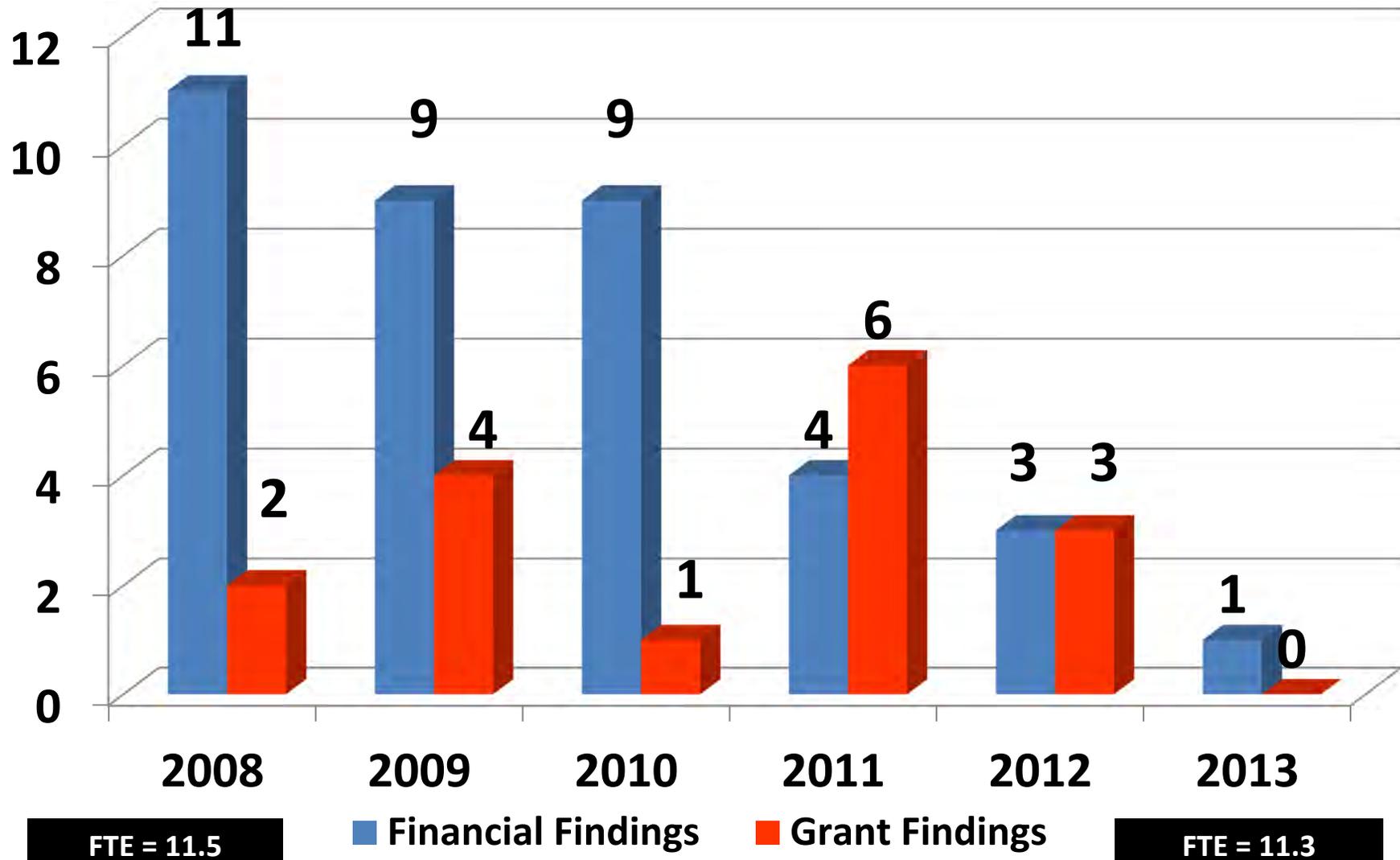
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# Cherokee County Audit & CAFR Overview

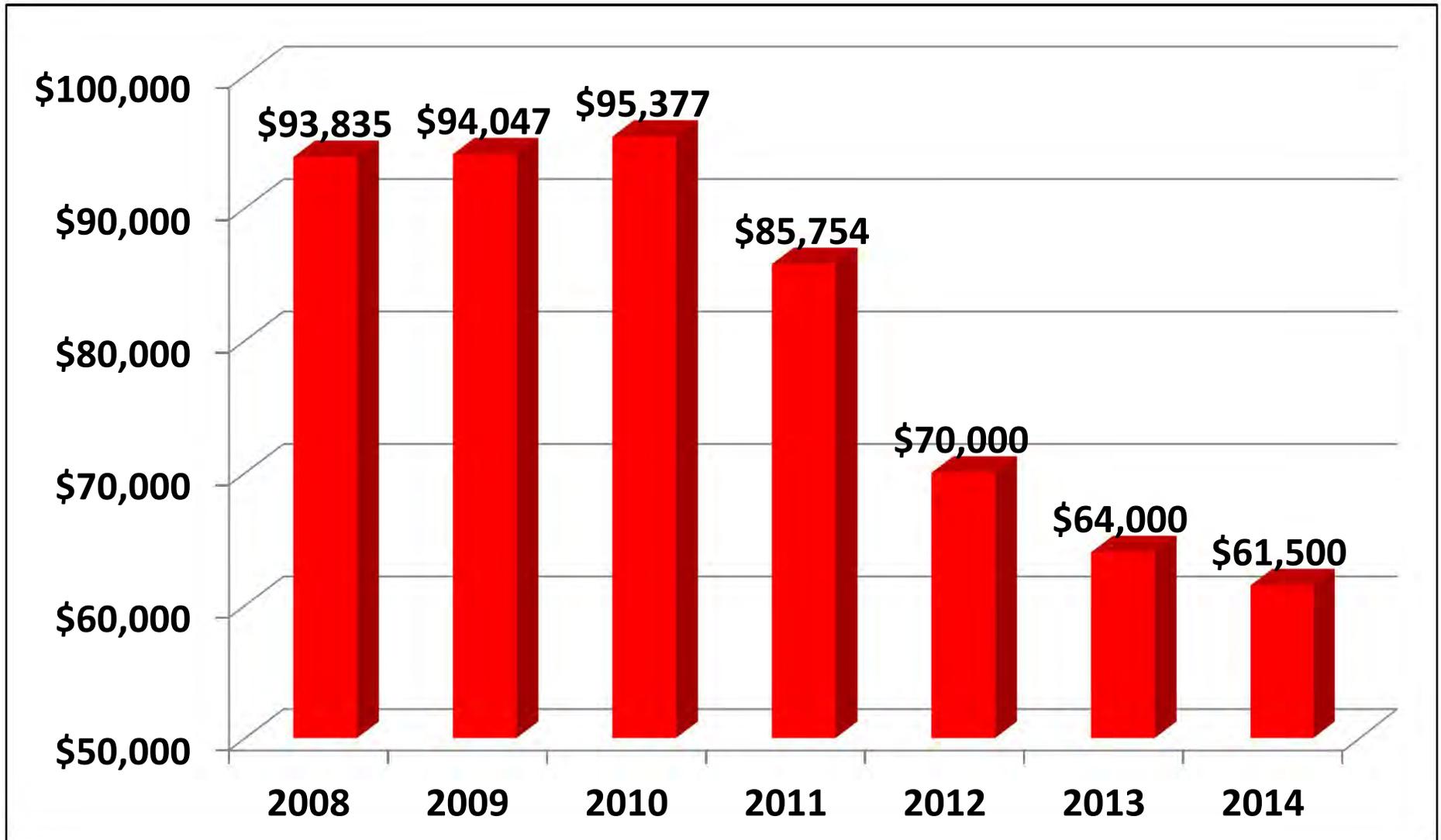
## Historical Results – Audit Findings





# Cherokee County Audit & CAFR Overview

## Audit Costs



**As compared to our peak, we have saved \$33,877 in audit costs.**



# Cherokee County Audit & CAFR Overview FY2013 Audit Findings

## **FINANCIAL REPORTING FINDINGS:**

### **1. Expenditures and Related Liabilities**

The Cherokee Office of Economic Development did not accrue a liability related to an outstanding contract. An audit adjustment of \$181,000 was needed.

## **GRANT REPORTING FINDINGS**

**None**



# Cherokee County Audit & CAFR Overview

## What's Done? What's Next?

### What's Done:

1. CAFR on County website
2. CAFR has been submitted to several entities including:
  - a) State Department of Audits and Accounts
  - b) Georgia Department of Human Services
  - c) CVIOG website ("TED")
  - d) ARC
  - e) Banks, Bondholders, Rating Agencies, Bond Insurer
  - f) GDOT
  - g) Other agencies administering grants
3. Similar information submitted to DCA

### What's Next

1. Submitting our CAFR to the GFOA to be considered for GFOA's Certificate of Achievement for Excellence in Financial Reporting
2. State of Georgia should issue letter indicating acceptance of our CAFR (or corrections required before acceptance) in May 2014

Cherokee County  
received the GFOA  
Certificate of  
Achievement for  
Excellence in  
Financial Reporting  
for last year's  
CAFR.

We will submit for  
the award again  
for FY2013.



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**Cherokee County  
Georgia**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**September 30, 2012**

A handwritten signature in black ink, reading "Jeffrey R. Emer". The signature is written in a cursive style.

Executive Director/CEO



# Cherokee County Audit & CAFR Overview

## Basic Financial Statements - Excerpt

**CHEROKEE COUNTY, GEORGIA**  
**STATEMENT OF REVENUES, EXPENDITURES, AND**  
**CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2013**

	Unincorporated						Total Governmental Funds
	General Fund	Fire District Fund	County Services Fund	SPLOST 2012 Fund	Recreation Bond Fund	Other Governmental Funds	
<b>REVENUES</b>							
Property taxes	\$ 45,238,693	\$ 19,378,638	\$ -	\$ -	\$ -	\$ 5,525,886	\$ 68,143,217
Alcoholic beverage taxes						971,691	971,691
Franchise taxes	1,845,000						1,845,000
Insurance premium taxes			7,226,640				7,226,640
Sales taxes				30,239,458			30,239,458
Other taxes						154,289	154,289
Licenses and permits	817,694	22,537	1,069,215				1,909,326
Intergovernmental	42,447			3,097,915		2,013,235	7,153,617
Fines and forfeitures	5,222,268					1,696,653	6,918,921
Charges for services	8,145,938	1,032,542	300			9,264,086	16,432,906
Investment income	12,667	5,207		7,380	7,863	12,416	43,472
Distributions and dividends		70,000				136,962	206,962
Other	301,569	53,093	43,003	2,484,530	734,313	369,642	4,316,170
<b>Total revenues</b>	<b>60,186,728</b>	<b>18,554,037</b>	<b>3,330,168</b>	<b>37,839,333</b>	<b>762,115</b>	<b>20,096,290</b>	<b>145,769,271</b>
<b>EXPENDITURES</b>							
<b>Current:</b>							
General government	9,697,369		515,688			132,363	9,735,399
Judicial	12,515,337					1,034,133	13,309,510
Public safety	28,229,144	16,903,075	379,528			6,478,154	51,990,901
Public works	325,214		3,505,714	431,946			3,632,391
Health and welfare	492,403					2,344,947	2,747,282
Culture and recreation	1,393,432				303,051	3,302,533	3,700,838
Housing and development	773,003		1,649,309	501,923		532,074	3,406,310
Capital outlay				13,800,239	13,727,146	3,323,307	33,850,109
Intergovernmental				7,526,940			7,526,940
Debt service							
Principal	136,319					10,910,000	11,046,319
Interest	65,067					3,233,460	3,318,527
Bond insurance cost					1,520		1,520
<b>Total expenditures</b>	<b>53,239,182</b>	<b>16,903,075</b>	<b>4,941,230</b>	<b>23,645,565</b>	<b>16,034,147</b>	<b>33,491,212</b>	<b>151,257,519</b>
Excess (deficiency) of revenues over (under) expenditures	6,947,546	1,650,962	2,388,938	12,193,768	(1,527,032)	(13,394,422)	(3,589,248)
<b>OTHER FINANCING SOURCES (USES)</b>							
Proceeds from sale of capital assets	22,717	3,200	3,430			13,900	42,227
Transfers in	2,137,966			286,847			2,424,813
Transfers out	(3,680,556)					(2,760,207)	(6,440,763)
<b>Total other financing sources (uses)</b>	<b>(1,520,873)</b>	<b>3,200</b>	<b>3,430</b>	<b>286,847</b>		<b>10,140</b>	<b>(7,562,723)</b>
Net change in fund balances	5,426,673	1,654,162	2,392,368	12,477,615	(1,527,032)	(13,384,282)	(6,344,970)
<b>FUND BALANCES, beginning of fiscal year</b>	<b>4,374,513</b>	<b>3,241,849</b>	<b>2,636,190</b>	<b>1,934,374</b>	<b>2,329,660</b>	<b>30,347,30</b>	<b>67,436,616</b>
<b>FUND BALANCES, end of fiscal year</b>	<b>\$ 9,801,186</b>	<b>\$ 4,896,011</b>	<b>\$ 4,948,570</b>	<b>\$ 14,401,889</b>	<b>\$ 9,623,638</b>	<b>\$ 17,420,662</b>	<b>\$ 61,091,446</b>

The accompanying notes are an integral part of these financial statements.

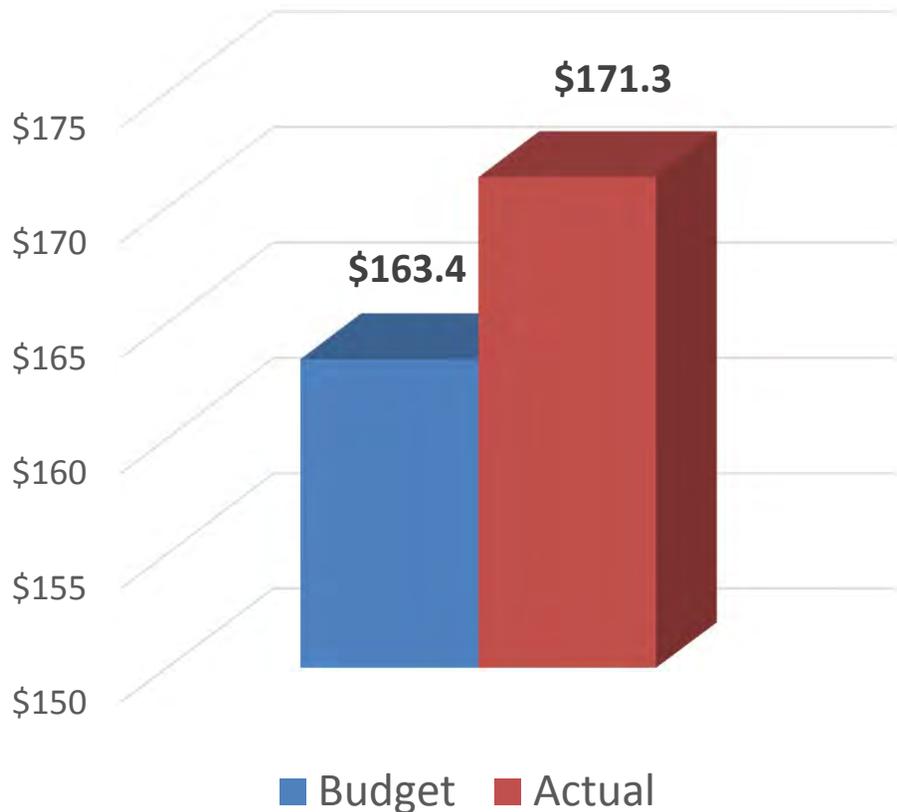
**Bottom Line:** The CAFR is a 162 page document, mostly comprised of very technical accounting information.



# Cherokee County Audit & CAFR Overview

## Funding Sources

Total Funds  
\$7.9M Better Than Budget



There is no consolidated report comparing Budget to Actual results in the CAFR.

This chart is the result of summing each individual fund's "Changes in Fund Balances – Budget and Actual" pgs 22-23 and 63-83.

We also present this information in our CAFR's Transmittal Letter.

The biggest drivers of this \$7.9M positive variance:

- General Fund - \$4.2M
  - TAVT, property taxes, mortgage related taxes
- UnCS Fund - \$1.2M
  - insurance prem tax, bldg permits
- SPLOST- \$1.1M

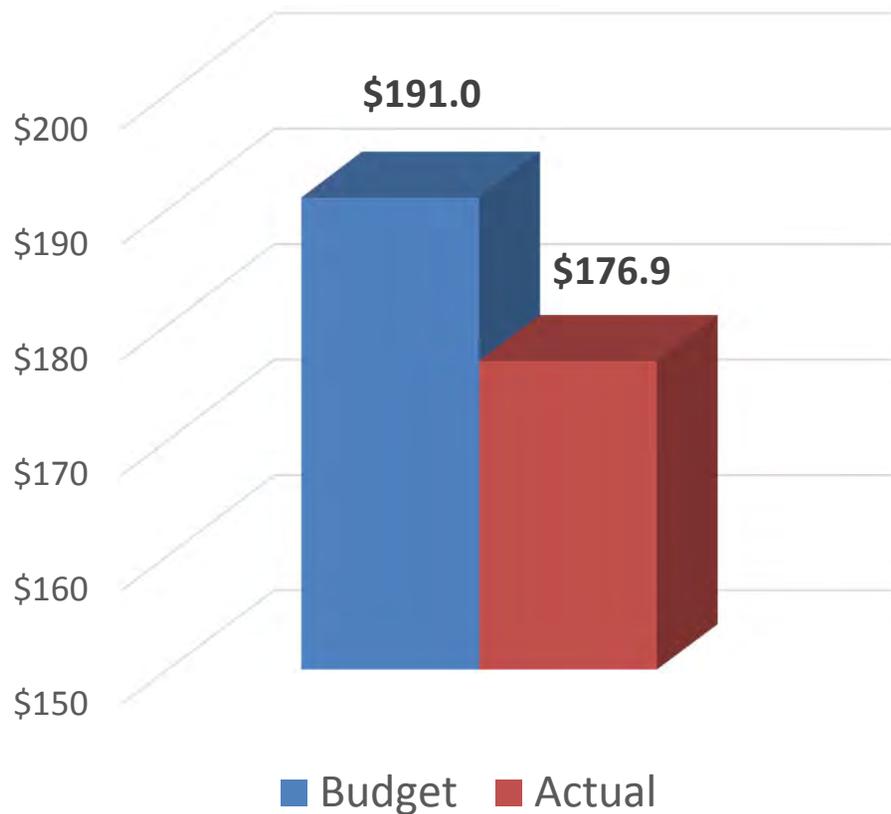
**Bottom Line:** Almost all funds met or exceeded the revenue budget, or if not, trimmed expenditures to match revenues.



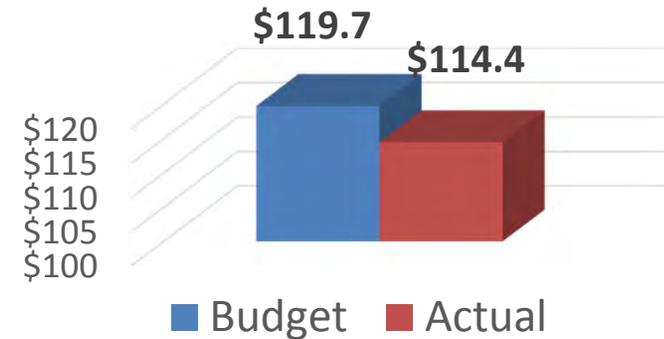
# Cherokee County Audit & CAFR Overview

## Expenditures & Other Funding Uses

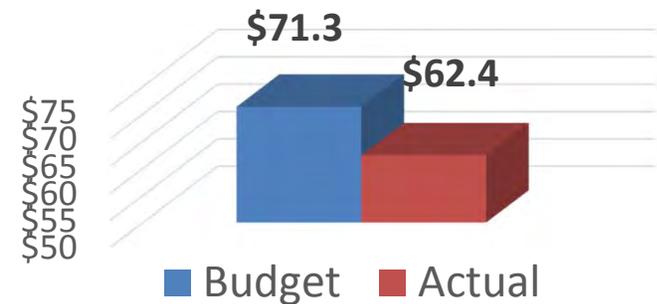
### Total Funds \$14.2M Under Budget



### Operating Funds \$5.3M Under Budget



### Capital Funds \$8.9M Under Budget



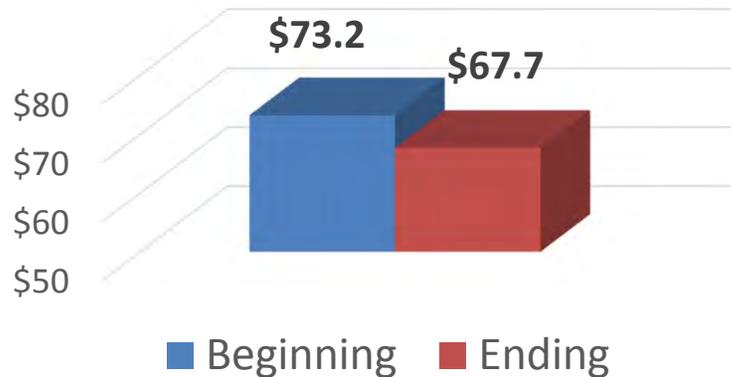
**Bottom Line:** All funds incurred expenditures equal to or less than the budget. This is confirmed by Notes to the Financial Statements, "Note 2: Legal Compliance – Budgets" on pg 39 of the CAFR.



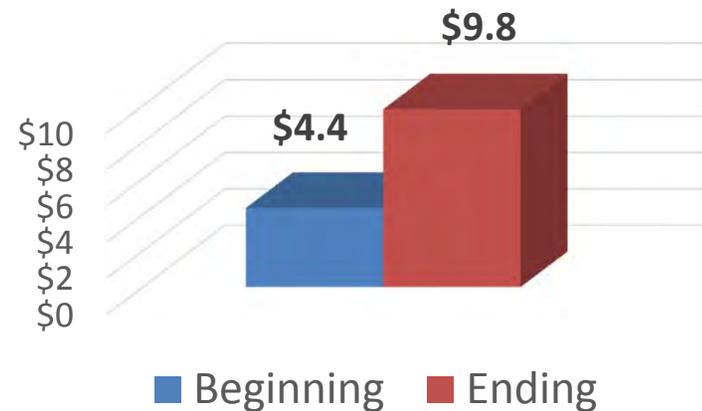
# Cherokee County Audit & CAFR Overview

## Fund Balances

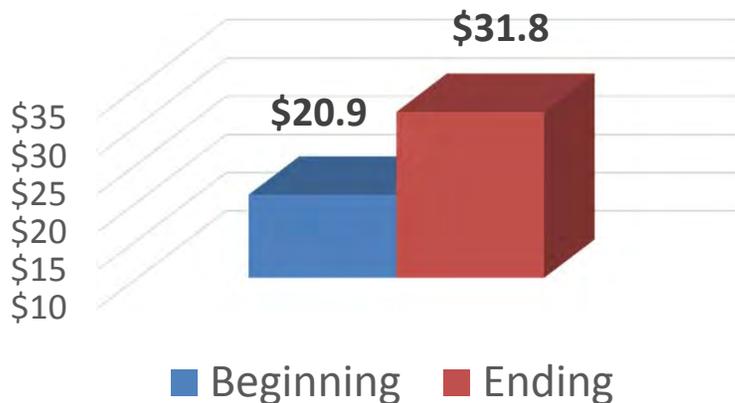
### Total Funds (\$5.5M)



### General Fund +\$5.4M



### Operating Funds + \$10.9M



### Capital Funds (\$16.4M)



**Bottom Line:** While total fund balances decreased, this was due to spending on planned capital projects and debt service repayments. Fund balances for Operating Funds grew due to higher revenues and lower expenditures.



## Cherokee County Audit & CAFR Overview Fund Balances

Fund	Fund Balance	Annual Budget	% of Fund Balance to Annual Budget
General	\$9.8	\$61.0	16.1%
Fire	\$4.9	\$18.6	26.3%
All Other Operating	\$17.1	\$44.1	33.6%
Total Operating	\$31.8	\$123.7	25.7%

**Bottom Line:** Fund balances are back to, or even exceeding, recommended levels.



# Cherokee County Board of Commissioners

## Appendix

### Overview of a CAFR

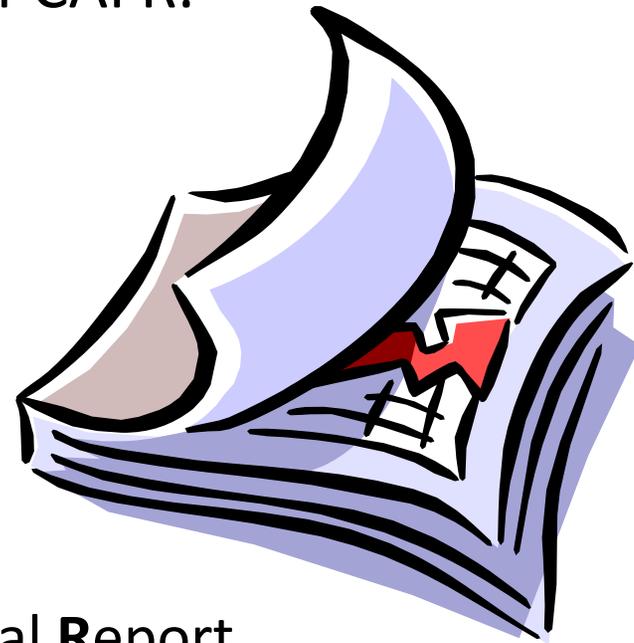


## CAFR Overview – Are We Required To Prepare A CAFR?

Need 3 things to comply  
with GAAP:

1. Management Discussion  
and Analysis (MD&A)
2. Basic Financial  
Statements
3. Required  
Supplementary  
Information (RSI)

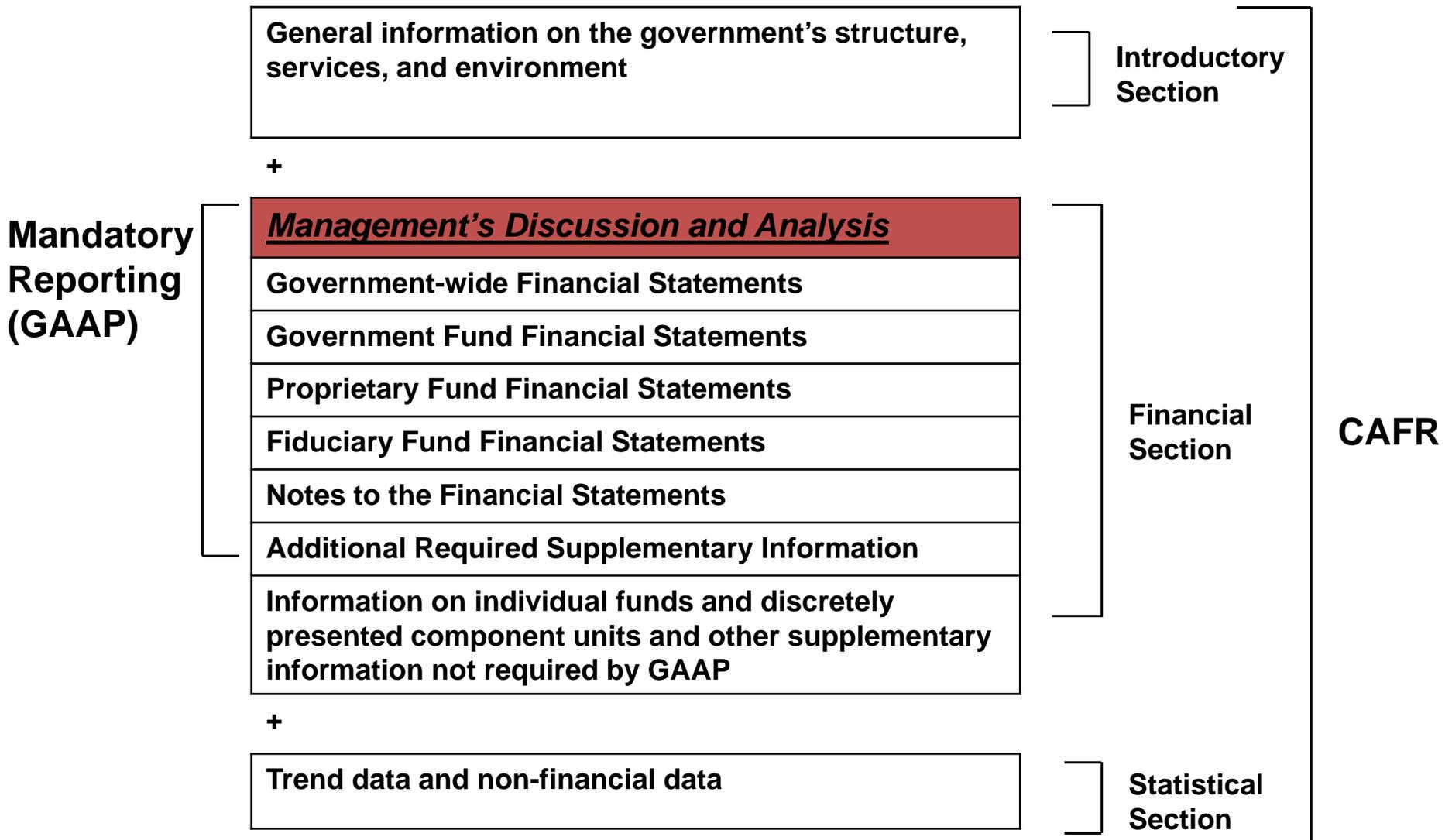
GAAP, however,  
encourages the  
production of the broader  
presentation in the format  
of CAFR.



CAFR – Comprehensive Annual Financial Report



# CAFR Overview – CAFR vs. Basic Financial Statements





# CAFR Overview – 3 Major Sections

## Introductory Section

- Transmittal Letter
- List of Principal Officials
- Organizational Chart

## Financial Section

- Auditor's Opinion
- Management Discussion and Analysis (MD&A)
- Basic Financial Statements
- Notes
- Required Supplementary Information
- Other Information (Combining & Individual Statements)

## Statistical Section

- Financial Trends
- Revenue Capacity
- Debt Capacity
- Demographics and Economy
- Operating Information



# CAFR Overview - Introductory Section

## Transmittal Letter

Provides background and context of CAFR

CFO is “transmitting” the report to intended users and covers:

- \* Profile of Government
- \* Economic Condition (Employment, Industry Mix, Population Statistics)
- \* Major Initiatives
- \* Awards & Acknowledgements



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

### Profile of Government

Cherokee County is governed by the Commission Chairman and a four member Board of Commissioners.

The Board serves as the legislative and policymaking body of the county government. It enacts county ordinances and appropriates funds to conduct county business and provides policy direction to the administrative staff.

The County Manager works closely with the Board to assist them in developing policies and programs. Overseeing all county employees, the manager is responsible for the efficient ongoing operation of all county services. Cherokee County provides services to approximately 225,000 citizens and 6,000 businesses. Included in these services are traditional county functions such as public safety (sheriff office, fire protection, and emergency/ambulance services), code enforcement, judicial/court services, planning and zoning, business licenses and building permits, road maintenance, parks and recreation, senior services, animal shelter services, and bus transportation.

The financial statements, schedules, and statistical tables in this report include all the funds of the primary government which are directly under the control of the Board of Commissioners, as well as its component units. A component unit is a separate legal entity for which the primary government is financially accountable. The Cherokee County Department of Public Health, the Cherokee County Development Authority, the Development Authority of Cherokee County, and the Sequoyah Regional Library System are all included as discretely presented component units in the financial statements.



Commissioners Brian Poole, Jason Nelms, Chairman L.B. Ahrens, Jr., Harry Johnston, and Raymond Gunnin.



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

### Cherokee County Present Day

Cherokee County is perfectly located 30 miles north of Atlanta where “Metro Meets the Mountains.” The county is now 434 square miles in area, and with a population of about 225,000, it is the 7<sup>th</sup> largest of Georgia’s 159 counties. When people think of Cherokee County, Georgia, they often think of its rugged beauty and eclectic community. For example, the county boasts over 7,000 acres of parks and greenspace. And under the \$90 Million Parks, Recreation, and Greenspace Bond which was successfully approved by the citizens of Cherokee County on the November 4, 2008 election ballot, funds will continue to be used to improve existing parks and develop brand new parks for active recreation and passive enjoyment.

In addition to the county’s natural beauty and recreation, Cherokee County is one of Georgia’s most exciting markets. Cherokee County offers a well-educated and well-equipped workforce, exceptional transportation, and a host of financial incentive programs necessary for sustainable, long-term growth. For professionals and their families, Cherokee County offers a diverse range of housing, impressive healthcare, excellent education (in 2012 the Cherokee County School District was ranked #1 for SAT scores in the State of Georgia), low property taxes, and cultural opportunities necessary for comfortable living and continuous personal growth. There are 5 main municipalities in Cherokee County: Canton, Woodstock, Ball Ground, Holly Springs, and Waleska.



Canton Park, Canton

Downtown Woodstock



Gibbs Gardens, Ball Ground

Holly Springs Train Depot & Community Center

Reinhardt University, Waleska



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

### RECENT/UPCOMING DEVELOPMENT

#### Cherokee County Aquatic Center

The Parks, Recreation and Greenspace Bond was successfully approved by the citizens of Cherokee County on the November 4, 2008 election ballot. Voters approved the referendum to issue \$90 million in bonds to invest in a healthier and greener Cherokee County by providing parks, recreational facilities and preserving greenspace for our children and families.

One of the major projects funded by the Parks Bond is the Cherokee County Aquatic Center. On February 7, 2012, members of the community gathered at the Holly Springs site to break ground on the new \$16 million facility.



The complex will be comprised of a 48,000 square foot indoor facility, and an 18,000 square foot outdoor leisure pool and deck area. The center will include an indoor 50-meter competition pool with spectator seating for 700, an indoor 25-yard recreational pool with warmer water for therapy, exercise and instruction, two indoor poolside classrooms and party rooms, a spacious lobby, and seating areas overlooking the pool. The outdoor pool will have a lazy river, two slides, zero entry shallow pool, plunge pools, river rapids, basketball goals, deck/floor sprays, and vortex play structures. A concession stand, generous locker rooms and family restrooms will serve both the indoor and outdoor facilities. The project site is over 37 acres, which will include a parking lot with 300 spaces. It is scheduled to open in April 2013.



In addition to affordable recreation for residents, and the ability to support local area swim teams, aquatic centers also spur significant positive economic impact to a community. Competitive swimming is a growing sport, adding more participants each year. High school swim meets draw hundreds of visitors from outside counties who require hotel accommodations, restaurants, and retail sales. According to an article in the *Times-Georgian*, a single weekend swim meet held in Carrollton, Georgia had an economic impact of \$1.13 million, according to Jonathan Dorsey, Executive Director of the Carrollton Area Convention and Visitors Bureau.



# CAFR Overview – Financial Section

## Independent Auditor's Report

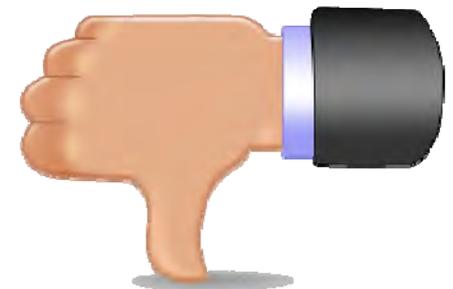
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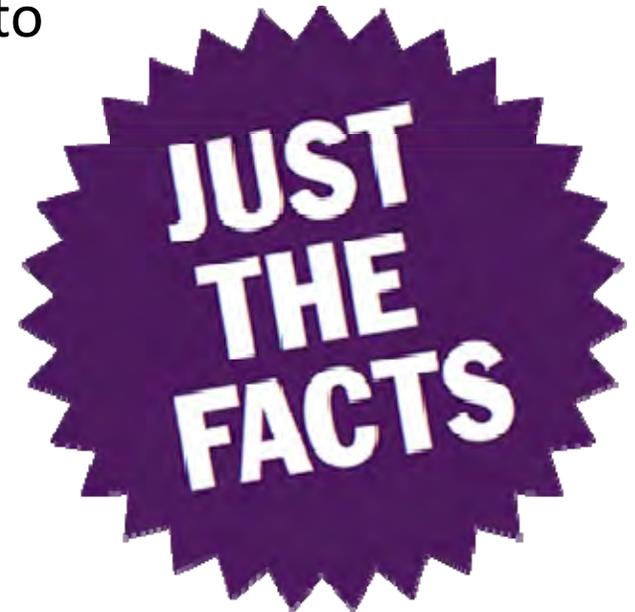
# CAFR Overview – Financial Section

## Management Discussion & Analysis (MD&A)

- Narrative Overview Preceding Financial Statements
- GASB's Intent:
  - Financial Information should be Relevant to Users and Reliable
  - Information Should be Understandable to Knowledgeable Users

### The MD&A Should...

- Be Objective,
- Be Easily Readable\*, and
- Provide and Assess the Year-Over-Year Financial Position

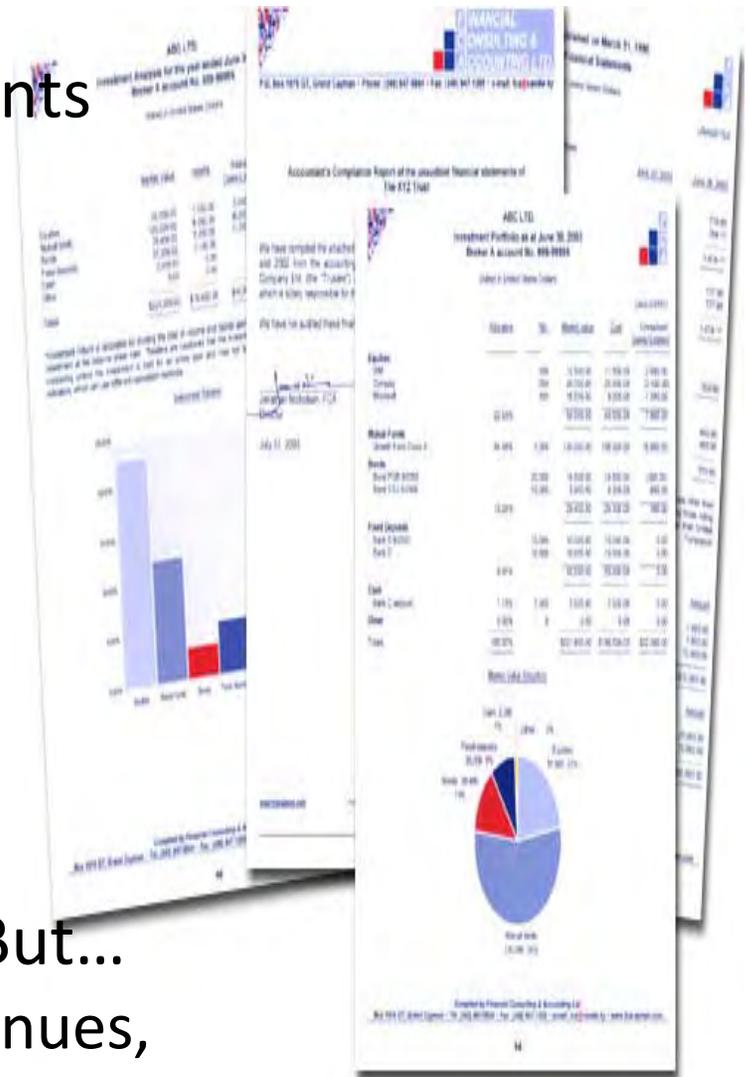




# CAFR Overview – Financial Section

## Basic Financial Statements

- Government-wide Financial Statements
  - Accrual based
  - Includes Components Units
  - Long-Term Focus
- Fund Financial Statements
  - Modified Accrual
  - Short-Term Focus
  - Budget v Actual Comparisons
- Names of Statements Are Different But...
  - Reporting of Assets, Liabilities, Revenues, Expenditures





# CAFR Overview – Financial Section

## Notes To Financial Statements

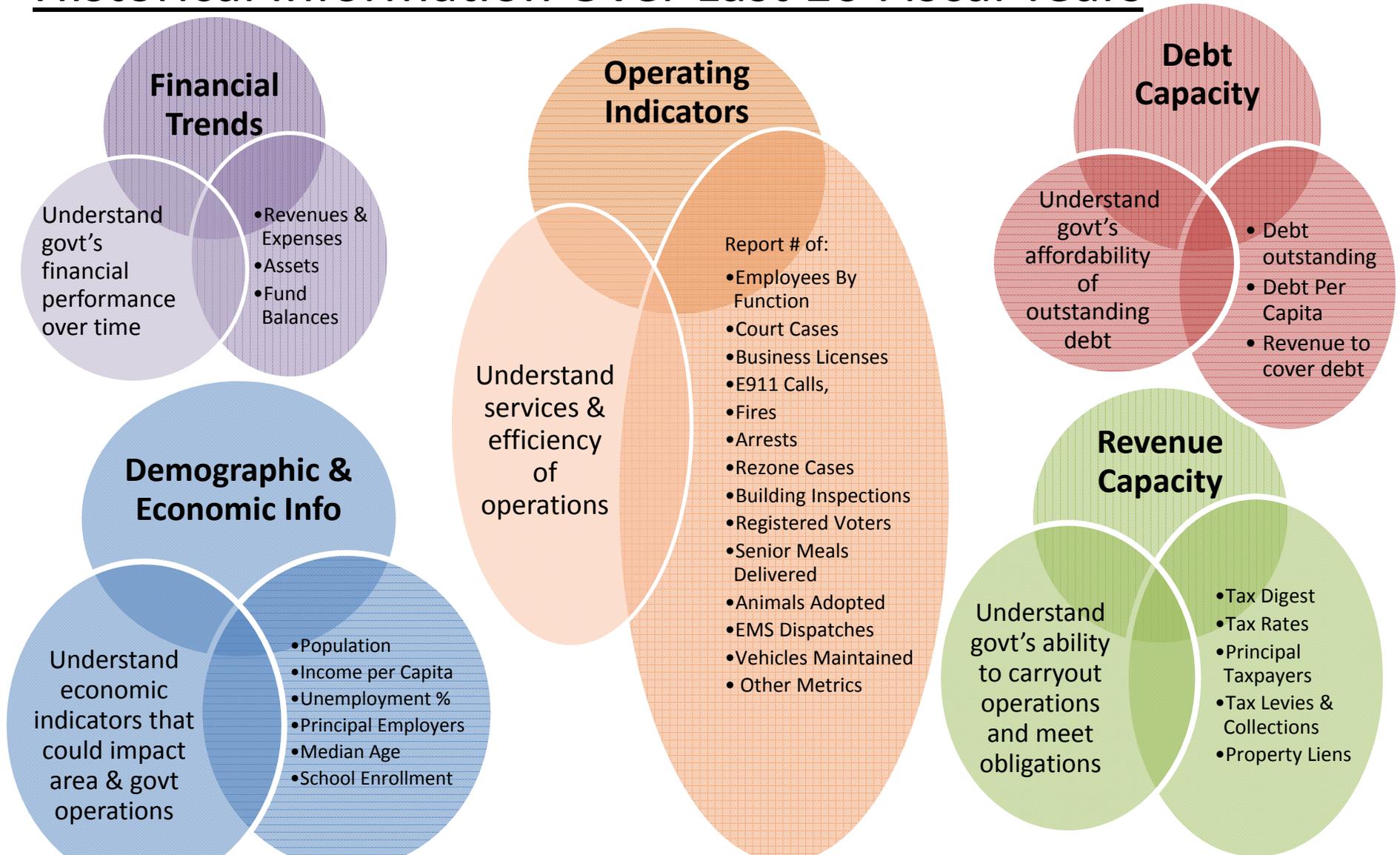
1. Summary of Significant Accounting Policies
2. Budgetary Information
3. Government-Wide to Fund Financial Stmt Reconciliation
4. Deposits & Investments
5. Receivables
6. Capital Assets
7. Short-Term Borrowings
8. Long-Term Debt
9. Interfund Activity
10. Defined Benefit Pension Plan
11. Defined Contribution Plan
12. Other Post Employee Benefits
13. Risk Management
14. Commitments and Contingent Liabilities
15. Hotel/Motel Lodging Tax
16. Restatement of Prior Year Balances

*The notes to the financial statements provide greater clarity to the numbers.*



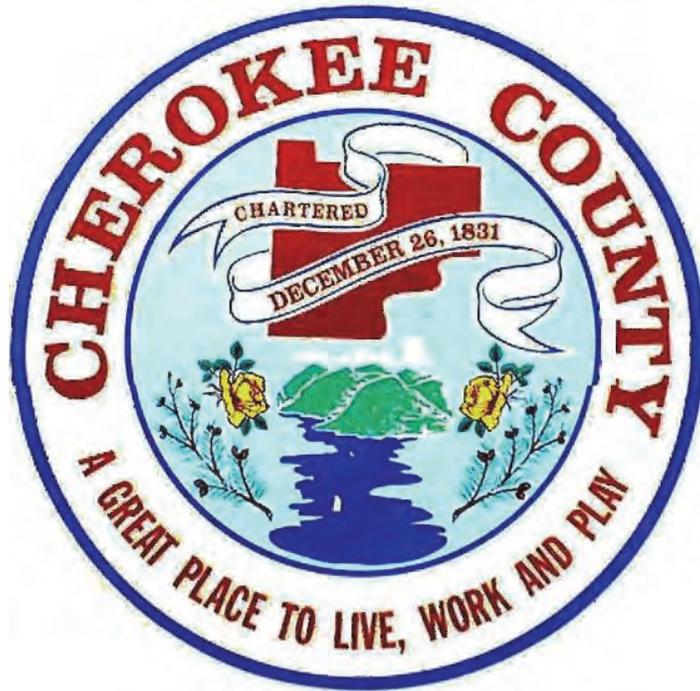
# CAFR Overview – Statistical Section

## Historical Information Over Last 10 Fiscal Years



# Cherokee County, Georgia

*Annual Audit Agenda*  
*September 30, 2013*



**Presented by:**

**MAULDIN  
& JENKINS**  
CERTIFIED PUBLIC ACCOUNTANTS, LLC

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## PURPOSE OF ANNUAL AUDIT AGENDA

- Engagement Team and Firm Information.
  
- Overview of:
  - Audit Opinion;
  - Financial Statements, Footnotes and Supplementary Information;
  - Compliance Reports.
  
- Required Communications under Government Auditing Standards.
  
- Accounting Recommendations and Related Matters.
  
- Answer Questions.



# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## MAULDIN & JENKINS – GOVERNMENTAL PRACTICE

### **General Information:**

- Founded in 1920.
- Large regional firm serving the Southeastern United States.
- Offices located in Macon, Atlanta, Albany, Bradenton, Chattanooga, and Birmingham with firm governmental leadership positioned in the Atlanta office.
- Approximately 280 personnel are employed at Mauldin & Jenkins.

### **Governmental Sector:**

- Largest specific industry niche served by Firm representing 25% of Firm practice.
- Serve more governmental entities in Georgia than any other certified public accounting firm requiring over 65,000 hours of service on an annual basis.
- Approximately 80 professional staff persons with current governmental experience.
- Current auditor for over 250 total governments in the Southeast, including approximately:
  - ✓ 75 cities;
  - ✓ 30 counties;
  - ✓ 35 school systems (8 of the 10 largest in Georgia and 10 of the 30 largest in Georgia and Florida combined);
  - ✓ 15 state entities; and,
  - ✓ 95 special purpose entities (stand-alone business type entities, libraries, etc).
- Serves 67 governments receiving the GFOA's Certificate of Achievement for Excellence in Financial Reporting.
- Auditor of a substantial part of the State of Georgia including: approximately 25% of the State's general fund; 13 of the State of Georgia's component units.

### **Engagement Team Leaders for Cherokee County, Georgia Include:**

- James Bence, Engagement Client Executive – 11 years experience, 100% governmental
- Christopher McKellar, Engagement Manager – 9 years experience, 100% governmental
- Doug Moses, Quality Assurance Partner – 15 years experience, 100% governmental

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## MAULDIN & JENKINS – ADDITIONAL INFORMATION

### **Other Industries & Services by Mauldin & Jenkins:**

Each of Mauldin & Jenkins' offices provides a wide variety of services to a broad range of clientele. We have partners and managers who are responsible for specialized practice areas of auditing and accounting, taxes and management advisory services. Their purpose, as leaders in the particular practice area, is to establish policies with respect to technical matters in these specific areas and ensure that the quality of the Firm's practice is maintained.

**Industries Served:** Over the years our partners have developed expertise in certain industries representative of a cross section of the Georgia economy, including:

- Governmental Entities (state entities, cities, counties, school systems, business type operations, libraries, and other special purpose entities)
- SEC Registrants
- Wholesale Distribution
- Agri-Businesses
- Manufacturing
- Professional Services
- Employee Benefit Plans
- Financial Institutions (community banks, savings & loans, thrifts, credit unions, mortgage companies, and finance companies)
- Non-Profit Organizations
- Retail Businesses
- Long-term Healthcare
- Construction & Development
- Individuals, Estates and Trusts
- Real Estate Management

**Services Provided:** This diversity of practice enables our personnel to experience a wide variety of business, accounting and tax situations. We provide the traditional and not-so-traditional services such as:

- Financial Audit / Review / Compilation
- Compliance Audits & Single Audits
- Agreed-Upon Procedures
- Forensic Audits
- Bond Issuance Services
- Performance Audits
- State Sales Tax Matters
- International Tax Matters
- Business & Strategic Planning
- Profitability Consulting
- Budgeting
- Buy-Sell Agreements & Business Valuation Issues
- Income Tax Planning & Preparation
- Multi-State Income Tax Issues
- Information Systems Consulting
- Cost Accounting Analysis
- Healthcare Cost Reimbursement
- Outsourced Billing Services
- Fixed Asset Inventories
- Succession & Exit Strategy Consulting
- Estate Planning
- Management Information Systems
- Employee Benefit Plan Administration
- Merger / Acquisition & Expansion Financing

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## INDEPENDENT AUDITOR'S REPORT

The standard independent auditor's report for governmental units has specific sections of significance to readers of the financial report.

### *Management's Responsibility for the Financial Statements*

The financial statements are the responsibility of Cherokee County, Georgia's management and Commission Members.

### *Opinion*

We have issued an unmodified audit report (i.e., "clean opinion"). The financial statements are considered to present fairly the financial position and results of operations as of, and for the year ended September 30, 2013.

### *Emphasis of Matter*

The financial statements reflect the implementation of certain new pronouncements, and our opinion(s) is/are not modified with respect to them.

### *Other Matters*

Certain required supplementary information and other information is included in the financial report, and as directed by relevant auditing standards, we have not expressed an opinion or provided any assurance on the respective information.

### *Other Reporting*

*Government Auditing Standards* require auditors to issue a report on our consideration of internal control over financial reporting and on our tests of compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. We have issued such a report and reference to this report is included in the independent auditor's report.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## REVIEW OF COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

### General Information About the CAFR

A Comprehensive Annual Financial Report (CAFR) goes beyond the normal financial reporting required by accounting principles generally accepted in the United States. A CAFR includes at a minimum the following elements/sections:

- **Introductory Section:** general information on the County's structure and the services it provides.
  - Letter of Transmittal
  - Organizational Chart
  - Directory of Officials
  - Certificate of Achievement for Excellence in Financial Reporting
- **Financial Section:** basic financial statements, footnotes and required supplementary information along with the auditor's report.
  - Independent Auditor's Report
  - Management Discussion & Analysis (MD&A)
  - Financial Statements and Footnotes
- **Statistical Section:** broad range of financial, demographic information useful in assessing the County's economic condition, and this information covers multiple years.
  - Financial Trends Information
  - Revenue Capacity Information
  - Debt Capacity Information
  - Operating Information

In the end, a CAFR goes far beyond the basic requirements of annual financial reporting, and the County should be commended for going beyond the minimum and providing such a report.

# Cherokee County, Georgia

*Annual Audit Agenda  
September 30, 2013*

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## **Recognition and Award**

Once completed, the fiscal year 2012 CAFR was submitted to the Government Finance Officers Association (GFOA) for determination if the report would merit the GFOA's Certificate of Achievement for Excellence in Financial Reporting. We are happy to inform everyone that the GFOA did indeed review the CAFR and awarded the County with the sought after Certificate.

The GFOA Certificate has been made a part of the County's 2013 fiscal year CAFR, and is included in the Introductory Section.



# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

## OVERVIEW OF FINANCIAL STATEMENTS

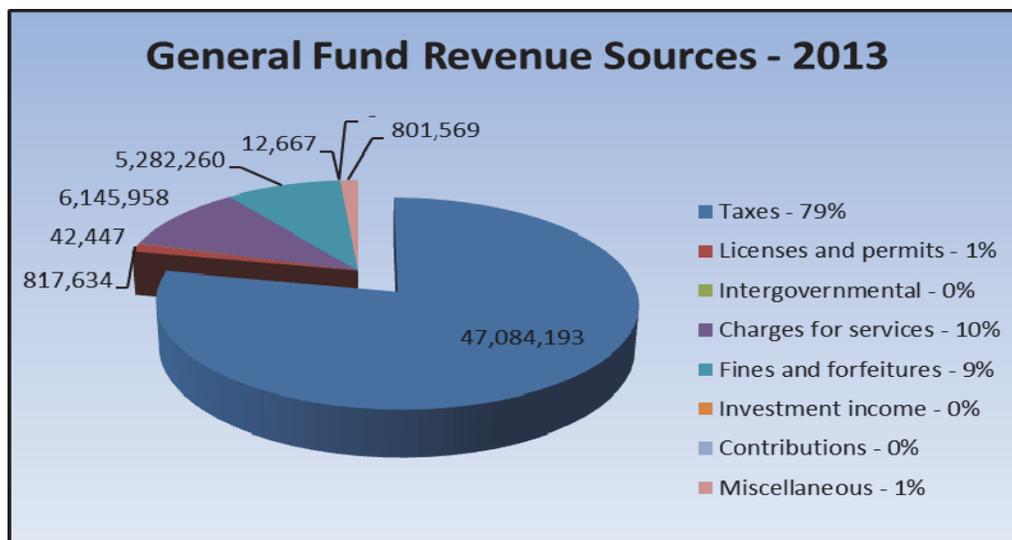
The County's basic financial statements include three components: (1) government-wide financial statements; (2) fund financial statements; and (3) notes to the financial statements.

The **government-wide financial statements** provide a broad overview of all of the County's funds, as well as its discretely presented component units – the Cherokee County Department of Public Health, the Cherokee County Development Authority, the Development Authority of Cherokee County, and the Cherokee County Library. The *Statement of Net Position* presents information on all assets and liabilities of the County, with the difference between the two reported as net position. The *Statement of Activities* presents information showing how the County's net position changed during the most recent fiscal year. Revenues are categorized as program revenues or general revenues. Expenses are categorized by function.

The **fund financial statements** more closely resemble the financial statements as presented prior to the adoption of GASB Statement No. 34. All of the funds of the County can be divided into three categories: governmental funds, business-type funds, and fiduciary funds.

### General Fund

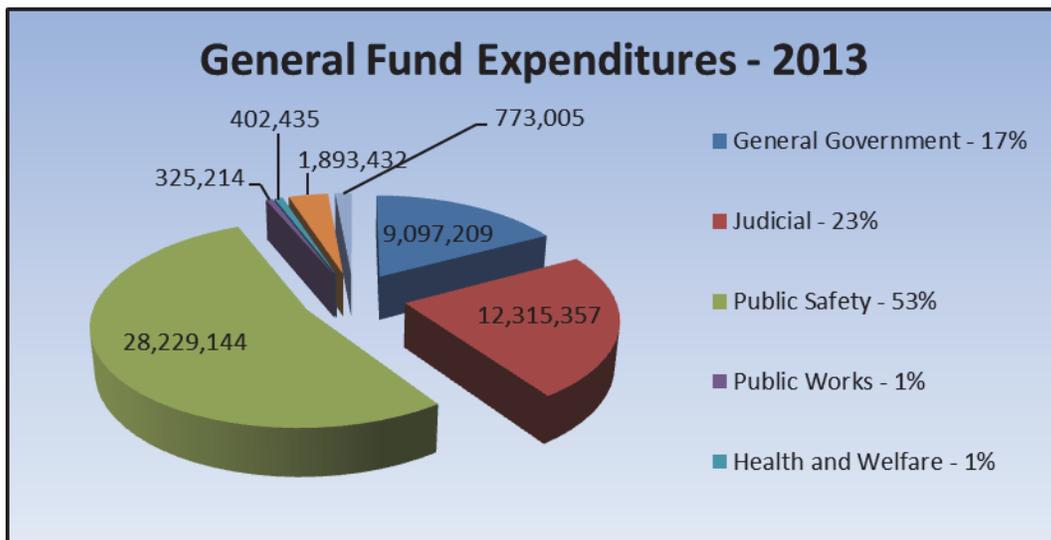
Of primary interest to the County is the **General Fund**, which accounts for the majority of revenues received and funds expended in the operations of the County, including general government activities, tax assessment and collection, courts and law enforcement, public safety, transportation and development, planning and zoning, libraries, parks and recreation, and health and welfare. Additionally, the County reports capital outlays and debt service as separate line items in the financial statements. The following charts present the sources of revenues and the expenditures of the General Fund for the fiscal year ended September 30, 2013:



# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

Total General Fund revenues for the fiscal year ended September 30, 2013 were approximately \$60,187,000. Revenues of the prior year were \$45,086,000. The most significant variances were the increases in property tax revenues, fines and forfeiture revenues, and charges for services of approximately \$39,362,000, \$1,640,000, and \$3,425,000 respectively. These increases were mainly due to the change in the fiscal year end date and the prior fiscal year only containing nine months as opposed to the twelve months in the prior year.



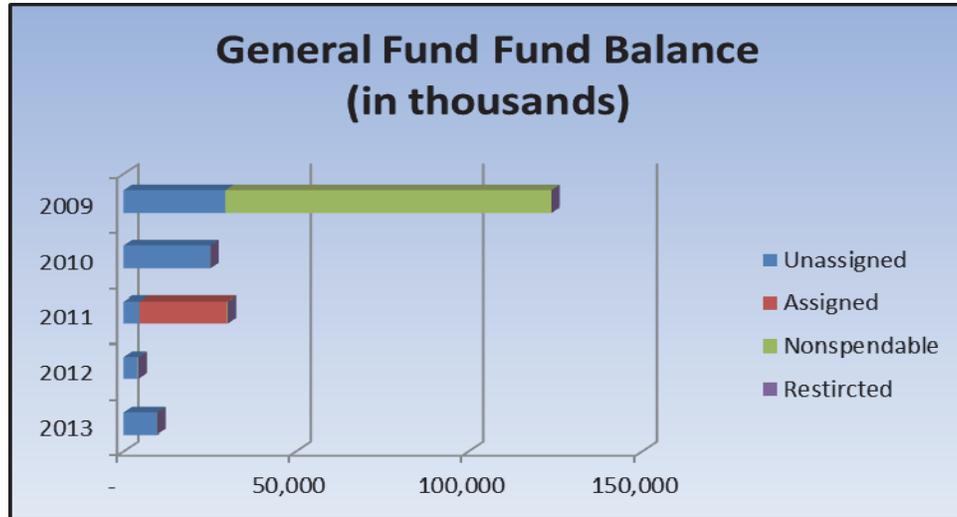
Total expenditures during the year ended September 30, 2013 were approximately \$53,239,000. Expenditures of the prior year were approximately \$38,485,000. The most significant variances were caused by the change in the fiscal year end and the prior fiscal year only containing nine months as opposed to twelve months in the current fiscal year.

More detailed explanations of variances can be found in the Management's Discussion and Analysis section of the financial statements. An analysis of General Fund revenues and expenditures for each of the last five fiscal years is as follows. It should be noted that other financing sources, such as transfers in and proceeds of debt, are not included with the revenues. Other financing uses, such as transfers out, are not included with the expenditures.

Fund balance of the General Fund at September 30, 2013 was \$9,802,188, an increase from the prior year of \$4,374,515. It is important to note that fund balance does not necessarily equate to funds on hand available to spend. Fund balance is the difference between assets and liabilities, only some of which is cash and investments. Additionally, certain amounts of fund balance are nonspendable (1.19%). This leaves the remaining 98.81% of the County's fund balance at September 30, 2013 was available for spending.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013



## Other Governmental Funds

The County also maintains twenty (20) *special revenue funds*. These funds account for revenues derived from specific sources which are legally restricted to finance particular functions or activities. *Debt service funds* are used to account for the accumulation of resources for payment of the County's long-term debt. The County maintains one (1) debt service fund. *Capital projects funds* are used to account for revenues and expenditures related to the renovation and/or construction of major capital assets. Five (5) capital projects funds are maintained by the County.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## **Business-Type Funds**

The County maintains two (2) *enterprise funds*, which are used to account for operations in a manner similar to private business enterprises. The enterprise funds maintained are the EMS Fund and the Conference Center Fund.

The County also maintains two (2) *internal service funds* which are used to account for various programs and services for the benefit of the employees of the County. The internal service funds maintained are the Fleet Services Fund and the Insurance and Benefits Fund.

## **Fiduciary Funds**

The County also maintains the following *agency funds* - Tax Commissioner, Probate Court, Juvenile Court, Clerk of Superior Court, Clerk of State Court, and Sheriff's Office – which are used to account for the collection and disbursement of funds by the County on behalf of other governments and individuals.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## REVIEW OF FINANCIAL STATEMENTS & FOOTNOTES

### Statement of Net Position (In Thousands)

#### **Assets:**

The County's assets recognized a decrease during the year ended September 30, 2013. Assets decreased approximately \$10,005 or 0.82% from \$1,219,894 to \$1,209,889. This decrease can be attributed to the decrease in capital assets, related to the annual depreciation.

#### **Liabilities:**

The County's liabilities decreased during the year ended September 30, 2013. Total liabilities went from approximately \$159,003 to \$152,723. The decrease is primarily attributed to the County's payment on long-term debt.

#### **Net Position:**

The County's equity position decreased from approximately \$1,060,891 to \$1,057,166. This decrease is reconciled on the County's "Statement of Revenues, Expenses and Changes in Net Position." It should be noted that a very large portion of the County's net position is capital assets net of related debt. While the County is reflecting approximately \$1,057,166 in net position (or equity), the County is reporting a \$2,443 as unrestricted and considered available for operations. In the end, the statement of net position reflects the fact that the County has invested heavily in itself over the history of the organization.

### Statement of Revenues, Expenses and Changes in Net Position (In Thousands)

Total program revenues of the County decreased from approximately \$28,548 to \$45,025. This represents an increase of 63.4%. Considering the change in fiscal year end and the 9 month fiscal year versus a 12 month current fiscal year, this increase is expected. Total expenses of the County decreased from approximately \$117,487 to \$161,046. This represents an increase of 37.1%. General revenues of the county increased from approximately \$29,783 to \$112,295. This represents an increase of 377.1%.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## REVIEW OF FINANCIAL STATEMENTS & FOOTNOTES

### Footnotes

#### **Note 1 - Accounting Policies**

This footnote discusses the overall organization of the County and the nature of its operations. This note also discloses pertinent information regarding the governing body of the County.

This footnote continues by sharing with a reader of the financial statements the significant accounting policies and principles utilized in the preparation of the financial statements.

#### **Note 2 - Budget**

This footnote discloses the County's procedures in establishing the budgetary data that is reflected in the financial statements.

#### **Note 3 - Reconciliation of Government-wide Financial Statements and Fund Financial Statements**

This footnote provides additional detailed information, that is not already shown within the financial statements themselves, on the differences between the County's fund level financial statements and its government-wide financial statements.

#### **Note 4 - Deposits and Investments**

This disclosure addresses common deposit and investment risks related to credit risk, concentration of credit risk, interest rate risk, and foreign currency risk.

#### **Note 5 - Receivables**

This footnote discloses the County's property tax calendar and detailed information on various receivable (and allowances for doubtful receivables) balances.

#### **Note 6 - Capital Assets**

This footnote discloses the County's capital asset activity and its related accumulated depreciation for the year.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## **Footnotes (continued)**

### **Note 7 - Short-Term Debt**

This footnote discloses the County's short-term debt activity for the year, and other information and maturities for this short-term debt (tax anticipation note).

### **Note 8 - Long-Term Debt**

This footnote discloses the County's long-term debt activity for the year, and other information and maturities for this long-term debt.

### **Note 9 - Interfund Receivables, Payables, and Transfers**

This footnote discloses detailed information on the County's interfund balances and transfers and the purpose of these balances and transactions.

### **Notes 10, 11 & 12 - Pension Plan and Other Postemployment Benefits**

These footnotes disclose the details of the County's Defined Benefit Pension Plan, Defined Contribution Plan and postretirement healthcare benefits.

### **Note 13 - Risk Management**

This footnote discloses the County's various risks of loss and the measures the County has taken to mitigate those potential losses.

### **Notes 14 - Commitments and Contingencies**

This footnote discloses the contingencies from potential litigation, claims, and assessments filed against the County and significant contractual commitments of the County at year-end.

### **Note 15 - Hotel/Motel Lodging Tax**

This footnote discloses the County's tax rate for hotel/motel taxes, along with the amounts and nature of these revenues and expenditures.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## COMPLIANCE REPORTS

The financial report package contains two (2) compliance reports.

**Yellow Book Report** - The first compliance report is a report on our tests of the County's internal controls and compliance with laws, regulations, etc. The tests of internal controls were those we determined to be required as a basis for designing our financial statement auditing procedures. Such tests also considered the County's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. In accordance with the respective standards, the report is **not** intended to provide an opinion, but to provide a form of negative assurance as to the County's internal controls and compliance with applicable rules and regulations.

**Single Audit Report** - The second compliance report is a report on our tests of the County's internal controls and compliance with laws, regulations, etc. relative to certain Federal grant programs and the respective expenditures. In accordance with the respective standards, we did provide an unqualified (or positive) opinion on the County's compliance based on our audit. However, we were not required to provide an opinion on the relevant internal controls, but to provide a form of negative assurance on such controls.

## REQUIRED COMMUNICATIONS

### The Auditor's Responsibility Under Auditing Standards Generally Accepted in the United States of America

Our audit of the financial statements of Cherokee County, Georgia as a whole for the year ended September 30, 2013 was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether caused by error, fraudulent financial reporting or misappropriation of assets. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Accordingly, the audit was designed to obtain reasonable, rather than absolute, assurance about the financial statements. We believe our audit accomplishes that objective.

In accordance with *Government Auditing Standards*, we have also performed tests of controls and compliance with laws and regulations that contribute to the evidence supporting our opinion on the financial statements. However, they do not provide a basis for opining on the County's internal control or compliance with laws and regulations.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## **Accounting Policies**

Management has the ultimate responsibility for the appropriateness of the accounting policies used by the County. There are several new accounting standards which will be required to be implemented in the coming years. These are discussed later in this document.

In considering the qualitative aspects of the County's accounting policies, we did not identify any significant or unusual transactions or significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus. The County's policies relative to the timing of recording of transactions are consistent with GAAP and typical government organizations.

## **Management Judgments and Accounting Estimates**

Accounting estimates are an integral part of the preparation of financial statements and are based upon management's current judgment. The process used by management encompasses their knowledge and experience about past and current events and certain assumptions about future events. Management has informed us they used all the relevant facts available to them at the time to make the best judgments about accounting estimates and we considered this information in the scope of our audit. We considered this information and the qualitative aspects of management's calculations in evaluating the County's significant accounting estimates. Estimates significant to the financial statements include such items as the estimated allowance for uncollectible accounts receivable, estimated contingent liabilities arising from various lawsuits and the estimated lives of capital assets.

## **Financial Statement Disclosures**

The footnote disclosures to the financial statements are also an integral part of the financial statements. The process used by management to accumulate the information included in the disclosures was the same process used in accumulating the financial statements and the accounting policies described above are included in those disclosures. The overall neutrality, consistency, and clarity of the disclosures was considered as part our audit and in forming our opinion on the financial statements.

## **Significant Difficulties Encountered in Performing the Audit**

We encountered no difficulties in dealing with management relating to the performance of the audit.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## **Audit Adjustments**

During our audit of the County's financial statements as of and for the year ended September 30, 2013, we recorded a number of audit adjustments. These audit adjustments have been delivered to and discussed with management. Additionally, the adjustments are included as attachments to this report.

## **Uncorrected Misstatements**

We accumulated no uncorrected misstatements.

## **Disagreements with Management**

We encountered no disagreements with management over the application of significant accounting principles, the basis for management's judgments on significant matters, the scope of the audit or significant disclosures to be included in the financial statements.

## **Representation from Management**

We requested written representations from management relating to the accuracy of information included in the financial statements and the completeness and accuracy of various information requested by us, during the audit. Management provided those written representations without a problem.

## **Management's Consultations with Other Accountants**

We are not aware of any consultations management had with other accountants about accounting or auditing matters.

## **Significant Issues Discussed with Management**

There were no significant issues discussed with management related to business conditions, plans, or strategies that may have affected the risk of material misstatement of the financial statements. We are not aware of any consultations management had with us or other accountants about accounting or auditing matters. No major issues were discussed with management prior to our retention to perform the aforementioned audit.

## **Independence**

We are independent of the County, and all related organizations, in accordance with auditing standards promulgated by the American Institute of Public Accountants and *Government Auditing Standards*, issued by the Comptroller General of the United States.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## **Other Information in Documents Containing Audited Financial Statements**

We are not aware of any other documents that contain the audited basic financial statements. If such documents were to be published, we would have a responsibility to determine that such financial information was not materially inconsistent with the audited statements of the County.

## **ACCOUNTING RECOMMENDATIONS AND RELATED MATTERS**

### **Recommendations for Improvement and Other Matters**

During our audit of the financial statements as of and for the year ended September 30, 2013, we noted some areas within the accounting and internal control systems that we believe can be improved. Additionally, we noted certain items management should consider as part of its decision making process. Further, we noted other matters which we wish to communicate to you in an effort to keep the County abreast of accounting matters that could present challenges in financial reporting in future periods. Our recommendations and proactive thoughts and communications are presented in the following paragraphs.

### **Items Cited in the County's Financial Statements as Material Weaknesses**

#### **1) Expenditures/Expenses and Related Liabilities**

Material misstatements were detected in the reporting of the Development Authority of Cherokee County's expenditures and related liabilities. During our testing of expenditures, an audit adjustment was required to correct current year accrued expenditures. In the Development Authority of Cherokee County, an adjustment was required to properly accrue outstanding contracts and retainage payable balances. These expenditures were identified during a test of the completeness of the liabilities, whereby it was determined the related services were incurred prior to September 30, 2013 and should be accrued as incurred expenditures of the Authority. Additionally, as a result of this additional accrual, an adjustment was required to increase the Development Authority of Cherokee County's construction in progress asset on the statement of net position. An audit adjustment totaling approximately \$181,000 was needed to correctly report expenditures and the related liabilities. We recommend the Development Authority of Cherokee County carefully review all expenditures and related balance sheet accounts to ensure all necessary transactions are reported in the proper period.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## Management Points

We have discussed various matters with management pertaining to operations and controls including, but not limited to:

### 1) Unreconciled Differences in Elected Official Offices

During our testing of various elected official's offices, we noted several small variances between the cash balances and the identified liability listings which are as follows:

- a) The Tax Commissioners office reported an excess of cash in the property tax account of approximately \$15,750 and an excess of funds in the automobile tax account of approximately \$13,500;
- b) The Clerk of Court's Superior Court account reported a shortage of \$150;
- c) The Magistrate Court account reported an excess of approximately \$660;
- d) The Clerk of Court's Registry account reported a shortage of approximately \$36,300;
- e) The Clerk of Court's Cash Bond account reported a shortage of approximately \$16,200;
- f) The Clerk of Court's real estate account reported unidentified excess funds of approximately \$900;
- g) The State Court account reported a shortage of approximately \$250;
- h) The Sheriff's Warrants account reported an excess of approximately \$5,700 of unidentified deposits.

We recommend the various elected officials continue to reconcile its cash account to either its subsidiary listing or compare the following month's disbursements to the cash balance to ensure that they are paying out all the cash subsequent to collection. The offices should also work closely with the third party credit card vendors to ensure all online and electronic business is reconciled on a monthly basis. The offices should make every effort to determine who the proper payee(s) are for these funds and disburse the moneys as necessary. If the payee cannot be determined, consultation with the County Attorney is recommended to determine how to disburse these funds.

### 2) Development Authority – Capital Outlay

During our testing of the Development Authority's expenditures, we noted the Authority was reporting capital outlay expenditures made in the current period as prepaid items. As the Authority incurs costs associate with the projects, the Authority should report the expenditures in the appropriate expenditure accounts.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## Other Matters for Communication to the Board and Management

During our audit of the financial statements as of and for the year ended September 30, 2013, we noted other matters which we wish to communicate to you in an effort to keep the County abreast of accounting matters that could present challenges in financial reporting in future periods.

### 1) New Governmental Accounting Standards Board (GASB) Standards

As has been the case for the past 10 years, GASB has issued several other new pronouncements which will be effective in future years. The following is a brief summary of the new standards:

- a) **Statement No. 61, *The Financial Reporting Entity: Omnibus (An Amendment to GASB No.'s 14 and 34)*** will be effective for fiscal years beginning after June 15, 2012 resulted in the County's fiscal year ending September 30, 2013. This standard addresses the concept and definition of a component unit. This new statement raises the bar for an entity to be included in another primary government's financial statements. Additionally, the criteria determining whether a component unit should be blended or discretely presented has changed significantly, most notably that if it is expected that the primary government will repay substantially all of the component unit's debt, then the component unit should be blended. This statement also addresses the recognition of joint venture arrangements with other governmental units. The County should apply certain due diligence to addressing the potential effects from adopting the requirements of this pronouncement.
  
- b) **Statement No. 65, *Items Previously Reported as Assets and Liabilities*** will be effective for fiscal years beginning after December 15, 2012 resulting in the County's fiscal year ending September 30, 2013. Although implementation is a year later, this standard goes along with the previously discussed Statement 63. GASB Concepts Statement No. 4, *Elements of Financial Statements*, and Statement 63 specify that recognition of deferred outflows and deferred inflows should be limited to those instances specifically identified in authoritative GASB pronouncements. Consequently, guidance was needed to determine which balances being reported as assets and liabilities should actually be reported as deferred outflows of resources or deferred inflows of resources, according to the definitions in Concepts Statement 4. Based on those definitions, Statement 65 reclassifies certain items currently being reported as assets and liabilities as deferred outflows of resources and deferred inflows of resources. In addition, this Statement recognizes certain items currently being reported as assets and liabilities as outflows of resources (expense) and inflows of resources (revenue).

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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Examples of these changes are as follows:

Reclassifying certain assets to be deferred outflows of resources:

- Grants paid in advance of meeting time requirements;
- Deferred amounts from refunding of debt (debits);
- Costs to acquire rights to future revenues;
- Deferred losses from sale-leasebacks;

Reclassifying certain liabilities to be deferred inflows of resources:

- Grants received in advance of meeting time requirements;
- Taxes received in advance;
- Deferred amounts from refunding of debt (credits);
- Proceeds from sales of future revenues;
- Deferred gains from sale-leasebacks;
- "Unavailable" revenue in governmental funds.

Recognizing certain assets as outflows (expenses):

- Debt issuance Costs (other than bond insurance);
- Initial costs incurred by lessor in an operating lease;
- Loan origination costs (by entities in the lending business);
- Costs to acquire loans.

Recognizing certain assets as inflows (revenues):

- Loan origination fees, excluding points (by entities in the lending business);
- Commitment fees (after exercise or expiration);
- Fees received for sales of loans.

We recommend the County consider early adoption of this pronouncement in conjunction with adopting Statement No. 63 for the year ending September 30, 2012.

- c) **Statement No. 66, *Technical Corrections – 2012*** will be effective for fiscal years beginning after December 15, 2012 resulting in the County's fiscal year ending September 30, 2014. This pronouncement amends Statement No. 10, *Accounting and Financial Reporting for Risk Financing and Related Insurance Issues*, by removing the provision that limits fund-based reporting of a state and local government's risk financing activities to the general fund and the internal service fund type. As a result, governments would base their decisions about governmental fund type usage for risk financing activities on the definitions in Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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This Statement also amends Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*, by modifying the specific guidance on accounting for: (1) operating lease payments that vary from a straight-line basis; (2) the difference between the initial investment (purchase price) and the principal amount of a purchased loan or group of loans; and, (3) servicing fees related to mortgage loans that are sold when the stated service fee rate differs significantly from a current (normal) servicing fee rate. These changes would eliminate any uncertainty regarding the application of Statement No. 13, *Accounting for Operating Leases with Scheduled Rent Increases*, and result in guidance that is consistent with the requirements in Statement No. 48, *Sales and Pledges of Receivables and Future Revenues and Intra-Entity Transfers of Assets and Future Revenues*, respectively.

- d) **Statement No. 67, *Financial Reporting for Pension Plans*** will be effective for fiscal years beginning after June 15, 2013 resulting in the County's fiscal year ending September 30, 2014. This pronouncement replaces the requirements of Statement No. 25, *Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans* and Statement 50 as they relate to pension plans that are administered through trusts or similar arrangements meeting certain criteria.

Statement No. 67 builds upon the existing framework for financial reports of defined benefit pension plans, which includes a statement of fiduciary net position (the amount held in a trust for paying retirement benefits) and a statement of changes in fiduciary net position. Statement No. 67 enhances note disclosures and RSI for both defined benefit and defined contribution pension plans. Statement No. 67 also requires the presentation of new information about annual money-weighted rates of return in the notes to the financial statements and in 10-year RSI schedules.

The changes noted above by Statement No. 67 are significant to pension plans, and we strongly encourage County officials to review the actual pronouncement and consider the potential effects on the financial reporting of the County.

- e) **Statement No. 68, *Accounting and Reporting for Pensions*** will be effective for fiscal years beginning after June 15, 2014 resulting in the County's fiscal year ending September 30, 2015. This pronouncement replaces the requirements of Statement No. 27, *Accounting for Pensions by State and Local Governmental Employers* and Statement No. 50, *Pension Disclosures*, as they relate to governments that provide pensions through pension plans administered as trusts or similar arrangements that meet certain criteria, including agent and cost-sharing multiple employer plans.

# Cherokee County, Georgia

Annual Audit Agenda

September 30, 2013

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Statement No. 68 requires governments providing defined benefit pensions to recognize their long-term obligation for pension benefits as a liability for the first time, and to more comprehensively and comparably measure the annual costs of pension benefits. Relative to the County and using values reported as of September 30, 2012, the unfunded actuarial liability of the County's pension plan would be recorded in the amount of approximately \$29,889,000 which would reduce net assets (or equity) by the same amount.

The Statement also enhances accountability and transparency through revised and new note disclosures and required supplementary information (RSI).

**Defined Benefit Pension Plans.** Statement No. 68 requires governments that participate in defined benefit pension plans to report in their statement of net position a net pension liability. The net pension liability is the difference between the total pension liability (the present value of projected benefit payments to employees based on their past service) and the assets (mostly investments reported at fair value) set aside in a trust and restricted to paying benefits to current employees, retirees, and their beneficiaries.

Statement No. 68 calls for immediate recognition of more pension expense than is currently required. This includes immediate recognition of annual service cost and interest on the pension liability and immediate recognition of the effect on the net pension liability of changes in benefit terms. Other components of pension expense will be recognized over a closed period that is determined by the average remaining service period of the plan members (both current and former employees, including retirees). These other components include the effects on the net pension liability of: (1) changes in economic and demographic assumptions used to project benefits; and, (2) differences between those assumptions and actual experience. Lastly, the effects on the net pension liability of differences between expected and actual investment returns will be recognized in pension expense over a closed five-year period.

Statement No. 68 requires cost-sharing employers to record a liability and expense equal to their proportionate share of the collective net pension liability and expense for the cost-sharing plan. The Statement also will improve the comparability and consistency of how governments calculate the pension liabilities and expense. These changes include:

- **Projections of Benefit Payments.** Projections of benefit payments to employees will be based on the then-existing benefit terms and incorporate projected salary changes and projected service credits (if they are factors in the pension formula), as well as projected automatic postemployment benefit changes (those written into the benefit terms), including automatic cost-of-living-adjustments (COLAs). For the first time, projections also will include ad hoc postemployment benefit changes (those not written into the benefit terms), including ad hoc COLAs, if they are considered to be substantively automatic.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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- **Discount Rate.** The rate used to discount projected benefit payments to their present value will be based on a single rate that reflects (a) the long-term expected rate of return on plan investments as long as the plan net position is projected under specific conditions to be sufficient to pay pensions of current employees and retirees and the pension plan assets are expected to be invested using a strategy to achieve that return; and (b) a yield or index rate on tax-exempt 20-year, AA-or-higher rated municipal bonds to the extent that the conditions for use of the long-term expected rate of return are not met.
- **Attribution Method.** Governments will use a single actuarial cost allocation method – “entry age,” with each period’s service cost determined as a level percentage of pay.

**Note Disclosures and Required Supplementary Information.** Statement No. 68 also requires employers to present more extensive note disclosures and RSI, including disclosing descriptive information about the types of benefits provided, how contributions to the pension plan are determined, and assumptions and methods used to calculate the pension liability. Single and agent employers will disclose additional information, such as the composition of the employees covered by the benefit terms and the sources of changes in the components of the net pension liability for the current year. A single or agent employer will also will present RSI schedules covering the past 10 years regarding:

- Sources of changes in the components of the net pension liability
- Ratios that assist in assessing the magnitude of the net pension liability
- Comparisons of actual employer contributions to the pension plan with actuarially determined contribution requirements, if an employer has actuarially determined contributions.

Cost-sharing employers also will present the RSI schedule of net pension liability, information about contractually required contributions, and related ratios.

**Defined Contribution Pensions.** The existing standards for governments that provide defined contribution pensions are largely carried forward in this new statement. These governments will recognize pension expenses equal to the amount of contributions or credits to employees’ accounts, absent forfeited amounts. A pension liability will be recognized for the difference between amounts recognized as expense and actual contributions made to a defined contribution pension plan.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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**Special Funding Situations.** Certain governments are legally responsible for making contributions directly to a pension plan that is used to provide pensions to the employees of another government. For example, a state is legally required to contribute to a pension plan that covers local school districts' teachers. In specific circumstances called special funding situations, the Statement requires governments that are non-employer contributing entities to recognize in their own financial statements their proportionate share of the other governmental employers' net pension liability and pension expense. The changes noted above by Statement No. 68 are significant to Governments who sponsor retirement plans, and we strongly encourage County officials to review the actual pronouncement and consider the potential effects on the financial reporting of the County.

### 3) **Group Audit Standards**

With the release of Statement on Auditing Standards (SASs) Nos. 122-126, the Auditing Standards Board (ASB) has substantially completed its project to redraft all of the auditing sections into the *Codification of Statements on Auditing Standards* (contained in AICPA Professional Standards). The issuance of the clarified standards reflects the ASB's established clarity drafting conventions designed to make the standards easier to read, understand, and apply. Among other improvements, generally accepted auditing standards (GAAS) now specify more clearly the objectives of the auditor and the requirements with which the auditor has to comply when conducting an audit in accordance with GAAS. These standards are applicable for both the private, public, and governmental sectors.

SAS No. 122, *Statements on Auditing Standards: Clarification and Recodification, Audits of Group Financial Statements*, includes one of the most significant changes as a result of the Clarity Project. This standard expands on the primarily reporting content of a previous standard, *Part of Audit Performed by Other Independent Auditors*, which provided guidance on situations where two or more auditors reported on parts of a multiple-unit entity. However this new standard isn't limited to situations which involve two or more auditors – it applies to an audit of any entity which has multiple activities which prepare financial information.

In the particular case of Cherokee County, we will have to consider this new group audit concept in conjunction with the industry's already established opinion unit concept in the conduct of our audit of your financial statements. Major changes which may result from this are discussed below.

The concept of "materiality" is now expected to be determined within opinion units, if they contain multiple components. As you know any government with more than one fund has opinion units. Opinion units can be major funds or groups of non-major funds. Previously, materiality was solely determined at the opinion unit level.

# *Cherokee County, Georgia*

*Annual Audit Agenda  
September 30, 2013*

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In addition, the need for the primary government and its auditor to obtain and maintain correspondence with a component unit auditor has been heightened, even though we are referencing and relying on the component unit audit report. Going forward, primary government management and its auditor will be required to perform additional procedures to include the audit results of a component unit into the financial report of a primary government. Such procedures may include:

- a)** Determining if the component unit auditor understands and will comply with ethical requirements;
- b)** Determining the component unit auditor's professional competence;
- c)** Determining the extent the primary government's audit engagement team will be able to be involved in the work of the component unit auditor (if necessary);
- d)** Communicating component materiality and aggregation risk concerns between primary government and component unit auditor;
- e)** Primary government and component auditor exchanging related party listings;
- f)** Obtaining an understanding of the component unit's procedures for identifying subsequent events;
- g)** Requesting component unit auditor to update subsequent events procedures to the date of the audit report of the primary government;
- h)** Requesting written representations from component unit management regarding subsequent events;
- i)** Reading available interim financial information (subsequent to audit report date) of the component unit and making appropriate inquiries of component unit management;
- j)** Reading the minutes of the governing board held since the audit report date; and,
- k)** Reading subsequent year's capital and operating budgets.

Such procedures can be accomplished via one of three ways:

- a)** Special efforts and procedures performed by primary government management;
- b)** Special services provided by component unit auditor; and, or
- c)** Special services provided by the primary government's auditor.

As evidenced by the above thoughts, audits of primary governments with component units just got a great deal more difficult, and the concept of materiality within opinion units will require a greater audit effort on many audits in the future.

# *Cherokee County, Georgia*

*Annual Audit Agenda  
September 30, 2013*

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## **Summations of Thoughts Noted Above**

We believe the implementation of these suggestions will enhance both the control environment and the financial reporting process, making both more effective. We also believe these recommendations can be easily implemented, and all problems resolved quite timely should management elect to employ the corrective measures.

# Cherokee County, Georgia

Annual Audit Agenda  
September 30, 2013

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## FREE QUARTERLY CONTINUING EDUCATION AND NEWSLETTERS FOR GOVERNMENTAL CLIENTS

**Free Continuing Education.** We provide free quarterly continuing education for all of our governmental clients. Each quarter we pick a couple of significant topics tailored to be of interest to governmental entities. In an effort to accommodate our entire governmental client base, we offer the sessions several times per quarter at a variety of client provided locations resulting in greater networking among our governmental clients. We normally see approximately 100 people per quarter. We obtain the input and services of experienced outside speakers along with providing the instruction utilizing our in-house professionals. We hope County staff and officials have been able to participate in this opportunity, and that it has been beneficial to you. Examples of subjects addressed in the past few quarters include:

1. American Recovery & Reinvestment Act (ARRA) information and issues;
2. GASB updates (several sessions);
3. Internal Controls Over Revenue and Cash Receipting;
4. Collateralization of Deposits and Investments;
5. SPLOST Accounting, Reporting and Compliance;
6. Internal Controls Over Accounts Payable, Payroll and Cash Disbursements;
7. Capital Asset Accounting Processes and Controls;
8. Grant Accounting Processes and Controls;
9. American Recovery & Reinvestment Act (ARRA) Updates;
10. Policies and Procedures Manuals;
11. Segregation of Duties;
12. GASB No. 51 – Intangible Assets;
13. Single Audits for Auditees;
14. GASB No. 54 – Governmental Fund Balance (subject addressed twice);
15. Best Budgeting Practices, Policies and Processes;
16. Internal Revenue Service (IRS) Compliance Issues, Primarily Payroll Matters;
17. CAFR Preparation (several times including a two (2) day hands-on course).
18. GASB No. 60, Service Concession Arrangements.
19. GASB No.'s 63 & 65, Deferred Inflows and Outflows (webcast)
20. GASB No. 61, the Financial Reporting Entity (webcast)

**Governmental Newsletters.** We produce newsletters tailored to meet the needs of governments. The newsletters have addressed a variety of subjects and are intended to be timely in their subject matter. The newsletters are authored by Mauldin & Jenkins partners and managers, and are not purchased from an outside agency. The newsletters are produced and delivered periodically {approximately ten (10) times per year}, and are intended to keep you informed of current developments in the government finance environment.

# *Cherokee County, Georgia*

*Annual Audit Agenda  
September 30, 2013*

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**Communication.** In an effort to better communicate our free continuing education plans and newsletters, please email Lauren Payne at [LPayne@mjcpa.com](mailto:LPayne@mjcpa.com) (send corresponding copy to [jbence@mjcpa.com](mailto:jbence@mjcpa.com)), and provide to her individual names, mailing addresses, email addresses and phone numbers of anyone you wish to participate and be included in our database.

# Cherokee County, Georgia

*Annual Audit Agenda  
September 30, 2013*

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## CLOSING

We believe the implementation of these suggestions will enhance both the control environment and the financial reporting process, making both more effective. We also believe these recommendations can be easily implemented, and all problems resolved quite timely should management elect to employ the corrective measures. If you have any questions regarding any comments, suggestions or recommendations set forth in this memorandum, we will be pleased to discuss it with you at your convenience.

This information is intended solely for the use of the County's management, and others within the County's organization and is not intended to be and should not be used by anyone other than these specified parties.

We appreciate the opportunity to serve Cherokee County, Georgia and look forward to serving the County in the future. Thank you.



Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **0200.100 - General Fund TB Database**  
 Workpaper: **0204.100 - General Fund Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>PBC</b>		
To reclass expenditures to capital outlay for capital expenditure				
100-111110	EQUITY IN POOLED CASH		68,760.00	
110-2180-542500	OTHER EQUIPMENT		30,240.00	
110-2180-542500	OTHER EQUIPMENT		38,520.00	
100-2180-521300	TECHNICAL			25,000.00
100-2180-531660	NON ASSET COMPUTER EQUIPMENT			13,520.00
100-2180-531660	NON ASSET COMPUTER EQUIPMENT			30,240.00
110-111110	EQUITY IN CASH POOL			68,760.00
<b>Total</b>			<b>137,520.00</b>	<b>137,520.00</b>
<b>Adjusting Journal Entries JE # 2</b>		<b>PBC</b>		
To close out Amex payable account				
100-121150	AMERICAN EXPRESS PAYABLE		2,076.01	
100-2600-531100	GENERAL SUPPLIES AND MATERIAL			2,076.01
<b>Total</b>			<b>2,076.01</b>	<b>2,076.01</b>
<b>Adjusting Journal Entries JE # 3</b>		<b>PBC</b>		
To adjust property taxes receivable and deferred inflows of resources to actual				
100-111500-2011	TAXES RECEIVABLE - CURRENT		180,117.67	
100-111500-2012	TAXES RECEIVABLE - CURRENT		269,835.01	
100-111500-2013	TAXES RECEIVABLE		2,562.67	
100-111600	TAXES RECEIVABLE- DELINQUENT		61,504.52	
100-139300	DEFERRED INFLOWS			61,504.52
100-139300-2011	DEFERRED INFLOWS			180,117.67
100-139300-2012	DEFERRED INFLOWS			269,835.01
100-139300-2013	DEFERRED INFLOWS			2,562.67
<b>Total</b>			<b>514,019.87</b>	<b>514,019.87</b>
<b>Adjusting Journal Entries JE # 4</b>		<b>PBC</b>		
To reclass deferred revenue to deferred inflows of resources				
100-139300	DEFERRED INFLOWS		51,275.26	
100-139300-2011	DEFERRED INFLOWS		259,632.29	
100-139300-2012	DEFERRED INFLOWS		189,109.26	
100-122500	DEFERRED REVENUE			51,275.26
100-122500-2011	DEFERRED REVENUE			259,632.29
100-122500-2012	DEFERRED REVENUE			189,109.26
<b>Total</b>			<b>500,016.81</b>	<b>500,016.81</b>
<b>Adjusting Journal Entries JE # 5</b>		<b>0202.7XX</b>		
To reclass amounts due from agency funds to a cash account for reporting purposes.				
100-113714	DUE FROM SHERIFF		15,109.08	
100-113716	DUE FROM STATE COURT TECH FUND		201,150.42	
100-113717	DUE FROM PROBATE CT		27,660.80	
100-113718	DUE FROM MAGISTRATE COURT		246,656.18	
100-113719	DUE FROM JUVENILE COURT		6,577.07	
100-111950	MISCELLANEOUS RECEIVABLES			6,577.07
100-111950	MISCELLANEOUS RECEIVABLES			15,109.08
100-111950	MISCELLANEOUS RECEIVABLES			27,660.80
100-111950	MISCELLANEOUS RECEIVABLES			201,150.42
100-111950	MISCELLANEOUS RECEIVABLES			246,656.18
<b>Total</b>			<b>497,153.55</b>	<b>497,153.55</b>
<b>Adjusting Journal Entries JE # 6</b>		<b>5506..000</b>		
To record additional receivables not recorded by the General Fund From the Tax Commissioner				
100-113120	DUE FROM TAX COMMISSIONER		28,353.74	
100-0090-311200	REAL PROPERTY-PRIOR YEAR			28,353.74
<b>Total</b>			<b>28,353.74</b>	<b>28,353.74</b>
<b>Adjusting Journal Entries JE # 7</b>		<b>PBC</b>		
To record PBC entries for allowances.				
100-111510	ALLOWANCE - CURRENT TAXES		63,143.52	
100-111510-2011	ALLOWANCE - CURRENT TAXES		168,242.60	

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **0200.100 - General Fund TB Database**  
 Workpaper: **0204.100 - General Fund Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
100-111510-2012	ALLOWANCE - CURRENT TAXES		144,856.27	
100-139300	DEFERRED INFLOWS			63,143.52
100-139300-2011	DEFERRED INFLOWS			168,242.60
100-139300-2012	DEFERRED INFLOWS			144,856.27
<b>Total</b>			<b>376,242.39</b>	<b>376,242.39</b>
<b>Adjusting Journal Entries JE # 8</b>			<b>PBC</b>	
To adjust property tax receivables, deferred inflows of resources, and revenues to actual at 9/30/13				
100-0090-311200	REAL PROPERTY-PRIOR YEAR		148,024.87	
100-111510	ALLOWANCE - CURRENT TAXES		0.10	
100-139300	DEFERRED INFLOWS		29,230.72	
100-139300-2011	DEFERRED INFLOWS		26,007.27	
100-139300-2013	DEFERRED INFLOWS		2,562.67	
100-0090-311100	REAL PROPERTY-CURRENT YEAR			119,671.13
100-0090-311200	REAL PROPERTY-PRIOR YEAR			80,260.93
100-111600	TAXES RECEIVABLE- DELINQUENT			1.00
100-139300-2012	DEFERRED INFLOWS			5,892.57
<b>Total</b>			<b>205,825.63</b>	<b>205,825.63</b>
<b>Adjusting Journal Entries JE # 9</b>			<b>PBC</b>	
To adjust business license revenues and allowance				
100-111936-2012	BUSINESS LICENSE RECEIVABLE		1,275.00	
100-0010-321241	NEWLY ISSUED BUSINESS LICENSE			1,275.00
<b>Total</b>			<b>1,275.00</b>	<b>1,275.00</b>
<b>Adjusting Journal Entries JE # 10</b>			<b>5001.000</b>	
To reclassify principal and interest to agree to maturity schedule				
120-7510-582102	AIRPORT LEASE INTEREST		558.55	
120-7510-581101	AIRPORT LEASE PRINCIPAL			558.55
<b>Total</b>			<b>558.55</b>	<b>558.55</b>
<b>Adjusting Journal Entries JE # 11</b>				
To reclassify due from H/M fund for negative cash				
100-120275	DT/DF HOTEL/MOTEL FUND		246.53	
100-111110	EQUITY IN POOLED CASH			246.53
<b>Total</b>			<b>246.53</b>	<b>246.53</b>
<b>Adjusting Journal Entries JE # 12</b>			<b>5001.000</b>	
To adjust the principal and interest payments on the Airport notes				
120-7510-581101	AIRPORT LEASE PRINCIPAL		11,807.87	
120-7510-582102	AIRPORT LEASE INTEREST		806.61	
120-7510-572000	AIRPORT EXPANSION			12,614.48
<b>Total</b>			<b>12,614.48</b>	<b>12,614.48</b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **0200.205 - Law Library TB Database**  
 Workpaper: **0204.205 - Law Library Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>				
To adjust due from agency funds to actual.				
205-113122	DUE FROM MAGISTRATE COURT		45.00	
205-111950	MISCELLANEOUS RECEIVABLES			45.00
<b>Total</b>			<u><u>45.00</u></u>	<u><u>45.00</u></u>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **E 911 TB Database**  
 Workpaper: **0204.215 - E911 Adjusting Journal Entries Report - 2**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>PBC</b>		
To correct E911 deposits				
215-127101-NEXTE	E911		932.80	
215-0030-342550	E911 FEES - RESERVE ACCOUNTS			932.80
<b>Total</b>			<b>932.80</b>	<b>932.80</b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **Insurance Premium Fund Trial Balance**  
 Workpaper: **0204.230 - Insurance Premium Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>PBC</b>		
To reclass expenditures to capital outlay for capital expenditures				
230-1536-542400	CAPITAL OUTLAY		7,500.00	
230-1536-531660	NON ASSET COMPUTER EQUIPMENT			7,500.00
<b>Total</b>			<b><u>7,500.00</u></b>	<b><u>7,500.00</u></b>
<b>Adjusting Journal Entries JE # 2</b>		<b>1502.000</b>		
To record allowance for FEMA flood damage reimbursement deemed uncollectible by management				
230-129300	DEFERRED INFLOWS OF RESOURCES		237,992.37	
230-111515	ALLOWANCE FOR AR			237,992.37
<b>Total</b>			<b><u>237,992.37</u></b>	<b><u>237,992.37</u></b>
<b>Adjusting Journal Entries JE # 3</b>		<b>PBC</b>		
To reclassify the AR for FEMA from misc				
230-111955	Misc Receivable - FEMA		237,992.37	
230-111950	MISCELLANEOUS RECEIVABLES			237,992.37
<b>Total</b>			<b><u>237,992.37</u></b>	<b><u>237,992.37</u></b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **CDBG Fund TB Database**  
 Workpaper: **0204.251 - CDBG Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>8001.060</b>		
To accrue intergovernmental revenue and receivables for sub-recipient reimbursement request that was improperly recorded as FY 2014 amounts				
251-111950	MISCELLANEOUS RECEIVABLES		13,631.58	
251-7340-572000-ACCC1	PAYMENTS TO OTHER AGENCIES		13,631.58	
251-0070-331100-2013C	FEDERAL GRANTS			13,631.58
251-121100	ACCOUNTS PAYABLE			13,631.58
<b>Total</b>			<b><u>27,263.16</u></b>	<b><u>27,263.16</u></b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **Date Fund TB Database**  
 Workpaper: **0204.255 - Date Fund Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>0202.7XX</b>		
To reclass amounts due from agency funds to cash for reporting purposes.				
255-113715	DUE FROM SUPERIOR COURT		6,775.15	
255-113716	DUE FROM STATE COURT TECH FUND		9,383.33	
255-111950	MISCELLANEOUS RECEIVABLES			6,775.15
255-111950	MISCELLANEOUS RECEIVABLES			9,383.33
<b>Total</b>			<b><u>16,158.48</u></b>	<b><u>16,158.48</u></b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **Family Court TB Database**  
 Workpaper: **0204.256 - Family Court Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>0202.7XX</b>		
To reclass amounts due from agency funds to cash for reporting purposes.				
256-113118	DUE FROM JUVENILE CT		160.72	
256-113119	DUE FROM STATE COURT		8,244.76	
256-113715	DUE FROM SUPERIOR COURT		1,605.76	
256-111950	MISCELLANEOUS RECEIVABLES			160.72
256-111950	MISCELLANEOUS RECEIVABLES			1,605.76
256-111950	MISCELLANEOUS RECEIVABLES			8,244.76
<b>Total</b>			<b><u>10,011.24</u></b>	<b><u>10,011.24</u></b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **Drug Accountability Court TB Database**  
 Workpaper: **0204.258 - Drug Accountability AJE Report Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>0202.7XX</b>		
To reclass amounts due from agency funds into cash for reporting purposes.				
258-113718	Due From Magistrate Court		6,715.14	
258-111950	MISCELLANEOUS RECEIVABLES			6,715.14
<b>Total</b>			<b><u>6,715.14</u></b>	<b><u>6,715.14</u></b>

Client: **Cherokee County**  
 Engagement: **Cherokee County**  
 Period Ending: **9/30/2013**  
 Workpaper: **Fire Fund Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>PBC</b>		
To adjust property taxes receivable and deferred inflows of resources to actual				
270-111500-2013	TAXES RECEIVABLE		1,337.22	
270-139300	DEFERRED INFLOWS		1,798.18	
270-139300-2011	DEFERRED INFLOWS		7,778.53	
270-139300-2012	DEFERRED INFLOWS		249,777.47	
270-111500-2011	TAXES RECEIVABLE - CURRENT			7,778.53
270-111500-2012	TAXES RECEIVABLE - CURRENT			249,777.47
270-111600	TAXES RECEIVABLE- DELINQUENT			1,798.18
270-139300-2013	DEFERRED INFLOWS			1,337.22
<b>Total</b>			<b>260,691.40</b>	<b>260,691.40</b>
<b>Adjusting Journal Entries JE # 2</b>		<b>PBC</b>		
To reclass deferred revenue to deferred inflows of resources				
270-122500	DEFERRED REVENUE		220.42	
270-122500-2012	DEFERRED REVENUE		307,809.34	
270-139300-2011	DEFERRED INFLOWS		35,708.03	
270-122500-2011	DEFERRED REVENUE			35,708.03
270-139300	DEFERRED INFLOWS			220.42
270-139300-2012	DEFERRED INFLOWS			307,809.34
<b>Total</b>			<b>343,737.79</b>	<b>343,737.79</b>
<b>Adjusting Journal Entries JE # 3</b>				
To reclass amounts due from agency funds into cash for reporting purposes.				
270-113715	DUE FROM SUPERIOR COURT		43,582.87	
270-111950	MISCELLANEOUS RECEIVABLES			43,582.87
<b>Total</b>			<b>43,582.87</b>	<b>43,582.87</b>
<b>Adjusting Journal Entries JE # 4</b>		<b>5506.000</b>		
To record receivable from tax Commissioner not yet recorded.				
270-113120	DUE FROM TAX COMMISSIONER		3,283.76	
270-0090-311200	REAL PROPERTY-PRIOR YEAR			3,283.76
<b>Total</b>			<b>3,283.76</b>	<b>3,283.76</b>
<b>Adjusting Journal Entries JE # 5</b>		<b>PBC</b>		
To record PBC journal entries for allowances.				
270-111510	ALLOWANCE - CURRENT TAXES		23,046.19	
270-111510-2011	ALLOWANCE - CURRENT TAXES		73,085.37	
270-111510-2012	ALLOWANCE - CURRENT TAXES		62,078.43	
270-139300	DEFERRED INFLOWS			23,046.19
270-139300-2011	DEFERRED INFLOWS			73,085.37
270-139300-2012	DEFERRED INFLOWS			62,078.43
<b>Total</b>			<b>158,209.99</b>	<b>158,209.99</b>
<b>Adjusting Journal Entries JE # 6</b>		<b>PBC</b>		
To adjust property tax receivables, deferred inflows of resources and revenue to actual at 9/30/13				
270-0090-311100-2012	REAL PROPERTY-CURRENT YEAR		332,540.31	
270-0090-311200	REAL PROPERTY-PRIOR YEAR		28,169.53	
270-139300	DEFERRED INFLOWS		124.99	
270-139300-2011	DEFERRED INFLOWS		367.17	
270-139300-2012	DEFERRED INFLOWS		3,512.69	
270-139300-2013	DEFERRED INFLOWS		1,337.22	
270-0090-311100	REAL PROPERTY-CURRENT YEAR			366,051.68
270-111500-2013	TAXES RECEIVABLE			0.22
270-111510	ALLOWANCE - CURRENT TAXES			0.01

Client: **Cherokee County**  
Engagement: **Cherokee County**  
Period Ending: **9/30/2013**  
Workpaper: **Fire Fund Adjusting Journal Entries Report**

<b>Account</b>	<b>Description</b>	<b>W/P Ref</b>	<b>Debit</b>	<b>Credit</b>
<b>Total</b>			<b>366,051.91</b>	<b>366,051.91</b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **Jail Fund TB Database**  
 Workpaper: **0204.271 - Jail Fund Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>0202.7XX</b>		
To reclass amounts due from agency funds into cash for reporting purposes.				
271-113117	DUE FROM CLERK OF COURT		2,739.76	
271-113119	DUE FROM STATE COURT		18,270.35	
271-113719	DUE FROM JUVENILE COURT		301.41	
271-111950	MISCELLANEOUS RECEIVABLES			301.41
271-111950	MISCELLANEOUS RECEIVABLES			2,739.76
271-111950	MISCELLANEOUS RECEIVABLES			18,270.35
<b>Total</b>			<b><u>21,311.52</u></b>	<b><u>21,311.52</u></b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **0200.275 - Hotel/Motel Tax Fund TB Database**  
 Workpaper: **0204.275 - Hotel/Motel Fund Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>PBC</b>		
To post November 2012 transfer for Lake Arrowhead Resources				
275-1595-611555	TRANSFER TO CONFERENCE CENTER		246.53	
275-111110	EQUITY IN POOLED CASH			246.53
<b>Total</b>			<b>246.53</b>	<b>246.53</b>
<b>Adjusting Journal Entries JE # 2</b>		<b>PBC</b>		
To reclassify negative cash to a liability for financial statement purposes				
275-111110	EQUITY IN POOLED CASH		246.53	
275-120100	DT/DF GENERAL FUND			246.53
<b>Total</b>			<b>246.53</b>	<b>246.53</b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **Impact Fees TB Database**  
 Workpaper: **0204.295 - Impact Fees Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>PBC</b>		
To close out miscellaneous AP account				
295-121100	ACCOUNTS PAYABLE		100,000.00	
295-121110	MISCELLANEOUS PAYABLES			100,000.00
<b>Total</b>			<b><u>100,000.00</u></b>	<b><u>100,000.00</u></b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **Recreation Bonds TB Database**  
 Workpaper: **0204.310 - Rec Bonds Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>PBC</b>		
To reclass payment to correct project				
310-6180-541100-PR271	SITES		1,550.00	
310-6180-543000-PR115	PROFESSIONAL SERVICE ASSETS			1,550.00
<b>Total</b>			<b><u>1,550.00</u></b>	<b><u>1,550.00</u></b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Trial Balance: **SPLOST V TB Database**  
 Workpaper: **0204.322 - SPLOST V AJE**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>PBC</b>		
To report transfer of funds to SPLOST 2012 fund due to the end of 2009 SPLOST- entry was originally misposted as debit to intergovernmental				
322-4215-611322-63068	TRANSFER TO SPLOST		286,846.79	
322-0040-334310-53068	STATE GRANTS-DIRECT			286,846.79
<b>Total</b>			<b>286,846.79</b>	<b>286,846.79</b>
<b>Adjusting Journal Entries JE # 2</b>		<b>PBC</b>		
To reclassify the SPLOST reimbursement from the Library as funds were not expended				
322-6502-572000-50004	PAYMENTS TO OTHER AGENCIES		94,890.89	
322-0090-383010-50004	MISCELLANEOUS REIMBURSEMENTS			94,890.89
<b>Total</b>			<b>94,890.89</b>	<b>94,890.89</b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **SPLOST 2012 TB Database**  
 Workpaper: **0204.323 - SPLOST 2012 Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>PBC</b>		
To reclass expenditures				
323-7510-522200-67300	REPAIRS AND MAINTENANCE		144,790.10	
323-7510-572000-67300	PAYMENTS TO OTHER AGENCIES			144,790.10
<b>Total</b>			<b><u>144,790.10</u></b>	<b><u>144,790.10</u></b>
<b>Adjusting Journal Entries JE # 2</b>		<b>PBC</b>		
To record transfer from SPLOST V fund due to the end of the 2009 SPLOST - entry was originally misposted to intergovernmental revenue				
323-0040-334310-63068	STATE GRANTS-DIRECT		286,846.79	
323-9001-611322	TRANSFER IN - SPLOST V			286,846.79
<b>Total</b>			<b><u>286,846.79</u></b>	<b><u>286,846.79</u></b>
<b>Adjusting Journal Entries JE # 3</b>		<b>PBC</b>		
To correct entry #2 account coding				
323-9001-611322	TRANSFER IN - SPLOST V		286,846.79	
323-0040-391322-63068	TRANSFER IN - SPLOST V			286,846.79
<b>Total</b>			<b><u>286,846.79</u></b>	<b><u>286,846.79</u></b>

Client: **Cherokee County**  
Engagement: **Cherokee County**  
Period Ending: **9/30/2013**  
Workpaper: **Debt Service Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>PBC</b>		
To adjust propret taxes receivable and deferred inflows of resources to actual				
410-111500-2013	TAXES RECEIVABLE		255.34	
410-139300	DEFERRED INFLOWS		445.87	
410-139300-2011	DEFERRED INFLOWS		7,778.53	
410-139300-2012	DEFERRED INFLOWS		116,174.94	
410-111500-2011	TAXES RECEIVABLE - CURRENT			7,778.53
410-111500-2012	TAXES RECEIVABLE - CURRENT			116,174.94
410-111600	TAXES RECEIVABLE- DELINQUENT			445.87
410-139300-2013	DEFERRED INFLOWS			255.34
<b>Total</b>			<b>124,654.68</b>	<b>124,654.68</b>
<b>Adjusting Journal Entries JE # 2</b>		<b>PBC</b>		
To reclass deferred revenues to deferred inflows				
410-122500	DEFERRED REVENUE		1,001.98	
410-122500-2011	DEFERRED REVENUE		11,560.89	
410-129300	DEFERRED INFLOWS OF RESOURCES		99,973.85	
410-139300-2012	DEFERRED INFLOWS		132,619.06	
410-122500-2012	DEFERRED REVENUE			132,619.06
410-139300	DEFERRED INFLOWS			1,001.98
410-139300	DEFERRED INFLOWS			99,973.85
410-139300-2011	DEFERRED INFLOWS			11,560.89
<b>Total</b>			<b>245,155.78</b>	<b>245,155.78</b>
<b>Adjusting Journal Entries JE # 3</b>		<b>0202.7XX</b>		
To reclass amounts due from agency funds to cash for reporting purposes.				
410-113715	DUE FROM SUPERIOR COURT		12,146.67	
410-111950	MISCELLANEOUS RECEIVABLES			12,146.67
<b>Total</b>			<b>12,146.67</b>	<b>12,146.67</b>
<b>Adjusting Journal Entries JE # 4</b>		<b>PBC</b>		
To record PBC entries for allowances.				
410-111510	ALLOWANCE - CURRENT TAXES		6,909.17	
410-111510-2011	ALLOWANCE - CURRENT TAXES		20,869.96	
410-111510-2012	ALLOWANCE - CURRENT TAXES		20,295.20	
410-139300	DEFERRED INFLOWS			6,909.17
410-139300-2011	DEFERRED INFLOWS			20,869.96
410-139300-2012	DEFERRED INFLOWS			20,295.20
<b>Total</b>			<b>48,074.33</b>	<b>48,074.33</b>
<b>Adjusting Journal Entries JE # 5</b>		<b>PBC</b>		
To adjust property tax receivables, deferred inflows, and revenues to actual at 9/30/13				
410-111500-2011	TAXES RECEIVABLE - CURRENT		6,282.91	
410-111500-2013	TAXES RECEIVABLE		148.68	
410-122500-2012	DEFERRED REVENUE		265,238.12	
410-139300	DEFERRED INFLOWS		102,241.17	
410-139300-2011	DEFERRED INFLOWS		16,749.69	
410-139300-2013	DEFERRED INFLOWS		255.34	
410-0090-311100-5BOND	REAL PROPERTY-CURRENT YEAR			15,804.62
410-0090-311200-5BOND	REAL PROPERTY-PRIOR YEAR			91,327.56
410-122500	DEFERRED REVENUE			2,003.96
410-122500-2011	DEFERRED REVENUE			23,121.78
410-139300-2012	DEFERRED INFLOWS			258,657.99
<b>Total</b>			<b>390,915.91</b>	<b>390,915.91</b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **Conference Center Fund TB Database**  
 Workpaper: **0204.555 - Conference Center Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>PBC</b>		
To reclass AP to Capital asset				
555-117500	MACHINERY & EQUIPMENT		1,145.00	
555-121100	ACCOUNTS PAYABLE			1,145.00
<b>Total</b>			<b><u>1,145.00</u></b>	<b><u>1,145.00</u></b>
<b>Adjusting Journal Entries JE # 2</b>		<b>PBC</b>		
To record FY 2013 depreciation expense				
555-7565-561510	DEPRECIATION		2,413.00	
555-117510	ACCUMULATED DEPRECIATION - M&E			2,413.00
<b>Total</b>			<b><u>2,413.00</u></b>	<b><u>2,413.00</u></b>
<b>Adjusting Journal Entries JE # 3</b>		<b>PBC</b>		
To post transfer in for Lake Arrowhead November payment				
555-111110	EQUITY IN CASH POOL		246.53	
555-0090-391210	TRANSFERS IN FROM HOTEL/MOTEL			246.53
<b>Total</b>			<b><u>246.53</u></b>	<b><u>246.53</u></b>

Client: **Cherokee County**  
 Engagement: **Cherokee County**  
 Period Ending: **9/30/2013**  
 Workpaper: **EMS Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>PBC</b>		
To record FY 2013 depreciation expense				
580-3630-561000	DEPRECIATION EXPENSE		129,401.00	
580-117510	ACC DEP-MACHINERY & EQUIPMENT			129,401.00
<b>Total</b>			<b><u>129,401.00</u></b>	<b><u>129,401.00</u></b>
<b>Adjusting Journal Entries JE # 2</b>		<b>PBC</b>		
To adjust accrued compensated absences and payroll expense for FY 2013 activity				
580-3630-511100	REGULAR EMPLOYEES		19,600.90	
580-121325	ACCRUED VACATION PAYABLE			14,700.68
580-121327	LONG TERM VACATION ACCRUAL			4,900.22
<b>Total</b>			<b><u>19,600.90</u></b>	<b><u>19,600.90</u></b>

Client: **0200326 - Cherokee County**  
Engagement: **2013 - Cherokee County**  
Period Ending: **9/30/2013**  
Trial Balance: **Insurance and Benefits Fund Database**  
Workpaper: **0204.605 - Insurance and Benefits Adjusting Journal Entries Report**

<b>Account</b>	<b>Description</b>	<b>W/P Ref</b>	<b>Debit</b>	<b>Credit</b>
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Client: **Cherokee County**  
 Engagement: **Cherokee County**  
 Period Ending: **9/30/2013**  
 Workpaper: **Fleet Svcs Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>		<b>PBC</b>		
To record FY 2013 depreciation				
610-1595-561000	DEPRECIATION EXPENSE		48,050.00	
610-117310	ACC DEP-BUILDING			7,663.00
610-117510	ACC DEP-MACHINERY AND EQUIPMEN			40,387.00
<b>Total</b>			<u><u>48,050.00</u></u>	<u><u>48,050.00</u></u>
<b>Adjusting Journal Entries JE # 2</b>		<b>PBC</b>		
To close out Amex Payable account				
610-121150	AMERICAN EXPRESS PAYABLE		48.81	
610-1595-522110	DISPOSAL			48.81
<b>Total</b>			<u><u>48.81</u></u>	<u><u>48.81</u></u>
<b>Adjusting Journal Entries JE # 3</b>		<b>PBC</b>		
To adjust accrued compensated absences and payroll expense for FY 2013 activity				
610-121325	ACCRUED VACATION PAYABLE		1,325.49	
610-121327	LONG TERM VACATION ACCRUAL		441.83	
610-1595-511100	REGULAR EMPLOYEES			1,767.32
<b>Total</b>			<u><u>1,767.32</u></u>	<u><u>1,767.32</u></u>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Trial Balance: **Development Authority TB Database**  
 Workpaper: **0204.805 - Adjusting Journal Entries Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>				
to reconcile equity and post prior year accruals				
134220	Fund Balance - unreserved		1,038,228.87	
511100	Salaries & Wages		1,039.68	
117107	Due From CCDA			886,704.59
542000	Capital Outlay			15,256.40
542000	Capital Outlay			137,307.56
<b>Total</b>			<b><u>1,039,268.55</u></b>	<b><u>1,039,268.55</u></b>
<b>Adjusting Journal Entries JE # 2</b>				
to report capital outlays				
542000	Capital Outlay		1,044,308.62	
117104	Earnest Money & Prepaid Costs-Hwy 92			537,769.57
117600	CIP- Construction in Progress			506,539.05
<b>Total</b>			<b><u>1,044,308.62</u></b>	<b><u>1,044,308.62</u></b>
<b>Adjusting Journal Entries JE # 3</b>				
		<b>5503.000</b>		
to post improperly excluded invoices identified in subsequent disbursement testing				
542000	Capital Outlay		181,287.58	
121100	Accounts Payable			57,880.80
121101	Retainage Payable			123,406.78
<b>Total</b>			<b><u>181,287.58</u></b>	<b><u>181,287.58</u></b>
<b>Adjusting Journal Entries JE # 4</b>				
		<b>PBC</b>		
To remove due from CCDA for amount posted incorrectly				
542000	Capital Outlay		6,195.79	
117107	Due From CCDA			6,195.79
<b>Total</b>			<b><u>6,195.79</u></b>	<b><u>6,195.79</u></b>
<b>Adjusting Journal Entries JE # 5</b>				
To remove deposits with trustee which are no longer in place				
522140	Parks Grounds Care		113,391.00	
113901	Bond Issue Cost & Discounts			113,391.00
<b>Total</b>			<b><u>113,391.00</u></b>	<b><u>113,391.00</u></b>
<b>Adjusting Journal Entries JE # 6</b>				
		<b>1505.000</b>		
To adjust the AR and Revenue to agree with amount allocated and distributed by the County				
314200	Cherokee County Allocations-General Fund		20,468.69	
112100	Accounts Receivable			20,468.69
<b>Total</b>			<b><u>20,468.69</u></b>	<b><u>20,468.69</u></b>

Client: **0200326 - Cherokee County**  
 Engagement: **2013 - Cherokee County**  
 Period Ending: **9/30/2013**  
 Trial Balance: **CC Development Authority TB Database**  
 Workpaper: **0204.806 - CC Dev Authority AJE Report Report**

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries JE # 1</b>				
to reconcile equity				
121200	Accrued Liabilities		3.75	
126000	Due to DACC		886,704.59	
117104	Earnest Money & Prepaid Costs- Hwy 92			306,730.53
134220	Fund Balance			579,977.81
<b>Total</b>			<b>886,708.34</b>	<b>886,708.34</b>
<b>Adjusting Journal Entries JE # 2</b>				
to reclass capital outlays				
542000	Capital Outlay		6,195.79	
117104	Earnest Money & Prepaid Costs- Hwy 92			6,195.79
<b>Total</b>			<b>6,195.79</b>	<b>6,195.79</b>
<b>Adjusting Journal Entries JE # 3</b>				
To post reclassifying entry to show principal and interest expenditures separately.				
		<b>5003.0000</b>		
550003	Loan Principal Expense		258,641.00	
583000	Debt Service Expenditures			258,641.00
<b>Total</b>			<b>258,641.00</b>	<b>258,641.00</b>
<b>Adjusting Journal Entries JE # 4</b>				
To remove liability for debt service payments made in September				
121200	Accrued Liabilities		48,970.03	
314200	Cherokee County Allocations			48,970.03
<b>Total</b>			<b>48,970.03</b>	<b>48,970.03</b>
<b>Adjusting Journal Entries JE # 5</b>				
to remove due to DACC from the client books as amount is incorrect				
		<b>PBC</b>		
126000	Due to DACC		6,195.79	
542000	Capital Outlay			6,195.79
<b>Total</b>			<b>6,195.79</b>	<b>6,195.79</b>

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

April 3, 2014

Cherokee County Commissioner  
Attn: L.B. "Buzz" Ahrens, Chairman  
1130 Bluffs Parkway  
Canton, GA 30114

Dear Commissioner Ahrens:

This office has conducted a review concerning the intersection of I-575 at SR 5 Business – Southbound and Northbound Ramps in Cherokee County seeking operational improvements. As a result, this office is recommending the construction of a modern roundabout in a proposed intersection improvement project, PI Number 0009903.

Attached is an **Indication of Roundabout Support** for the proposed roundabout at the above mentioned location. Your support will be reflected in your agreement to provide electric energy and maintenance for any lighting installed, along with any maintenance costs associated with the landscaping as approved by Cherokee County and GDOT once construction is complete. If you agree, please sign and return the enclosed forms and return to:  
**P.O. Box 10, Cartersville, Georgia, 30120.**

If our office may be of additional assistance or you wish to discuss this matter further, please contact Dee Corson at 678-721-5288.

Sincerely

A handwritten signature in blue ink that reads "Harry A. Maddox".

Harry A. Maddox  
District Traffic Engineer  
P.O. Box 10  
Cartersville, GA 30120

For: Curtis D. Comer  
District Engineer

KLS/HAM/DC/s

CC: Curtis D. Comer, District Engineer, P.E.  
Lisa Wesley, Area One Area Engineer

Attachment

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

**INDICATION OF ROUNDABOUT SUPPORT**

To the Georgia Department of Transportation:

Attn: State Traffic Engineer  
935 E. Confederate Ave, Building 24  
Atlanta, GA 30316

**Location**

The **COMMISSIONER** of **CHEROKEE** County supports the consideration of a roundabout at the location specified below.

State/County Route Numbers: **I-575 @ SR 5 BUSINESS, SB & NB Ramps**

**Associated Conditions**

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed)
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This is the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Attest:

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

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

\_\_\_\_\_  
Clerk



# Cherokee County Board of Commissioners **AGENDA**

April 15, 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**

## **PROCLAMATIONS**

1. Designating April as **Donate Life Month** in Cherokee County.

## **PRESENTATIONS**

1. Sheriff's Office Quarterly Awards and Special Award Presentation by Bartow County EMS.

## **AMENDMENTS TO AGENDA**

## **ANNOUNCEMENTS**

### **APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM APRIL 1, 2014.**

## **PUBLIC HEARING**

## **PUBLIC COMMENT**

## **ZONING CASES**

### **1. CASE NUMBER**

APPLICANT	: William R. Morris
ZONING CHANGE	: R-40 to R-20 and AG
LOCATION	: Wiley Bridge Road and Cox Road
MAP & PARCEL NUMBER	: 15N30 – 197, 197A, 198, 198A
ACRES	: 12.06
PROPOSED DEVELOPMENT	: Residential Uses
COMMISSION DISTRICT	: 2
FUTURE DEVELOPMENT MAP	: Suburban Living
PLANNING COMMISSION RECOMMENDATION	: Approval

### **2. CASE NUMBER**

APPLICANT	: CCL Associates
ZONING CHANGE	: R-40 to OI
LOCATION	: Hickory Flat Hwy and Scott R
MAP & PARCEL NUMBER	: 14N24 - 133
ACRES	: 4.31
PROPOSED DEVELOPMENT	: Commercial-medical office
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Transitional Corridor over Country Estates
PLANNING COMMISSION RECOMMENDATION	: No Recommendation

**3. CASE NUMBER**

APPLICANT  
ZONING CHANGE  
LOCATION  
MAP & PARCEL NUMBER  
ACRES  
PROPOSED DEVELOPMENT  
COMMISSION DISTRICT  
FUTURE DEVELOPMENT MAP  
PLANNING COMMISSION RECOMMENDATION

: **14-04-006**  
: Lisa Meyer  
: LI and R-20 to GC  
: Cumming Highway  
: 03N23A – 37, 38  
: 1.2 +/-  
: Retail Store  
: 1  
: Neighborhood Village  
: Approval

**4. CASE NUMBER**

APPLICANT  
ZONING CHANGE  
LOCATION  
MAP & PARCEL NUMBER  
ACRES  
PROPOSED DEVELOPMENT  
COMMISSION DISTRICT  
FUTURE DEVELOPMENT MAP  
PLANNING COMMISSION RECOMMENDATION

: **14-04-007**  
: John H. Pruett, Jr.  
: R-40 and R-20 to R-20  
: Bells Ferry Road  
: 14N12A - 093  
: 2.65  
: Residential Use  
: 1  
: Suburban Living  
: Approval

**5. CASE NUMBER**

APPLICANT  
ZONING CHANGE  
LOCATION  
MAP & PARCEL NUMBER  
ACRES  
PROPOSED DEVELOPMENT  
COMMISSION DISTRICT  
FUTURE DEVELOPMENT MAP  
PLANNING COMMISSION RECOMMENDATION

: **14-04-008**  
: Development Auth. Cherokee Co.  
: R-20 to LI  
: Old Alabama Road  
: 21N05 – 247, 248A  
: 35.28  
: Business Park  
: 3  
: Suburban Growth  
: Denial

**6. CASE NUMBER**

APPLICANT  
ZONING CHANGE  
LOCATION  
MAP & PARCEL NUMBER  
ACRES  
PROPOSED DEVELOPMENT  
COMMISSION DISTRICT  
FUTURE DEVELOPMENT MAP  
PLANNING COMMISSION RECOMMENDATION

: **14-04-010**  
: Tricia Breckenridge  
: R-40 to GC  
: Highway 92 and Justin Drive  
: 15N18 - 109  
: 2.13  
: Retail Use  
: 4  
: Suburban Living  
: Approval of NC

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**COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

- A. Ethics Board Vacancy.

**VICE CHAIR/COMMISSION DISTRICT 1**

**HARRY B. JOHNSTON**

**COMMISSION DISTRICT 2**

**RAYMOND GUNNIN**

**COMMISSION DISTRICT 3**

**BRIAN POOLE**

**COMMISSION DISTRICT 4**

**JASON NELMS**

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**CONSENT AGENDA**

- 1.1 Consider approval of update to Personnel Policies Manual to comply with current Drug Free Workplace/Drug and Alcohol Program requirements as identified by FTA Triennial Review in December 2013.
  
- 1.2 Consider approval of Release Agreement between Cherokee County Board of Commissioners and the Holly Springs Downtown Development Authority allowing Cherokee Fire & Emergency Services to demolish/burn an acquired structure for training purposes.

- 1.3 Consider approval of new part-time position for DUI/Drug Court Case Worker and budget transfer of 2014 funds in the amount of \$8,100.00 from Professional Services to Personal Services.
  - 1.4 Consider approval of FY2013 Homeland Security Grant Program – State Homeland Security Grant Program funds and budget amendment in the amount of \$9,000.00 for grant period September 1, 2013 to December 31, 2014.
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### **COUNTY MANAGER**

- 2.1 Consider approval of amendment to the Professional Services Agreement with AMEC Environment & Infrastructures, Inc., for additional design revisions and updates to the SR 140 and East Cherokee Drive intersection improvement project in the amount of \$33,264.00.
- 2.2 Accept bid and approve contract to lowest bidder, Summit Construction and Development, LLC, for construction of a pipe culvert replacement on Dudley Drive in the amount of \$97,898.69.
- 2.3 Consider awarding Professional Services Agreement for the printing and mailing of the County's Tax Assessment Notices to the highest evaluated proposer and lowest bidder, SouthData, Inc., in an amount not-to-exceed \$42,320.00.
- 2.4 Consider approval of grant application for State Accountability Court in the amount of \$215,949.00 grant funds. A 10% required match is satisfied with existing budget, no additional funds requested.
- 2.5 Consider proposal to amend current Professional Services Agreement with Top Tennis Group to include management of tennis courts at

Hobgood and Kenney Askew Parks as recommended by the Recreation & Parks Advisory Board.

- 2.6 Approve the demolition of the old Fire Tower currently located at the former Georgia Forestry located on Hwy 20 East of Canton.
- 2.7 Consider approval of a 50% exemption of impact fees for the 45,000 square foot addition to Inalfa Roof Systems building. This exemption would be equal to \$12,973.63.

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**COUNTY ATTORNEY**

- 3.1 City of Ball Ground Annexation Notice, Robert Bitz, 2.00 acres, Tax Parcel 03N01 065B.
- 3.2 City of Ball Ground Annexation Notice, Marion Spence 72 acres, Tax Parcels 04N02050; 04N01A, 071, 072, 073, 074, 075, Heritage Court.
- 3.3 City of Ball Ground Annexation Notice, Jeff Banks, 98 acres, Land Lot 270 of the 4<sup>th</sup> District, 2<sup>nd</sup> Section, Heritage Woods Subdivision.

**ADJOURN**

**WHEREAS, one of the most meaningful gifts that a human being can bestow upon another is the gift of life; and**

**WHEREAS, more than 117,000 men, women, and children await life-saving or life-enhancing organ transplants, of which over 3,700 reside in Georgia; and**

**WHEREAS, the need for organ, eye, and tissue donation grows daily as a new patient is added to the national waiting list for an organ transplant every 11 minutes; and**

**WHEREAS, the critical donor shortage remains a public health crisis as an average of 18 people die daily due to the lack of available organs; and**

**WHEREAS, organ, eye, and tissue donation can provide families the comfort of knowing the gift of donated organs and tissue endows another person with renewed hope for a healthy life; and**

**WHEREAS, donating life through organ, eye, and tissue donation is the ultimate act of generosity and kindness we Cherokee County citizens can perform; and**

**WHEREAS, Cherokee County citizens have already registered their decision to Give the Gift of Life at [www.donatelifegeorgia.org](http://www.donatelifegeorgia.org); and**

**WHEREAS, LifeLink of Georgia is the non-profit, community service organization dedicated to the recovery of high quality organs and tissues for transplantation therapy; and**

**WHEREAS, Cherokee County supports LifeLink of Georgia's life-saving mission; and**

**NOW, THEREFORE, I, L.B. AHRENS, on behalf of the Cherokee County Board of Commissioners, do hereby proclaim**

**APRIL 2014 AS DONATE LIFE MONTH**

**In Cherokee County to honor all those who made the decision to give the gift of life, to focus attention on the extreme need for organ, eye and tissue donation, to encourage all residents to take action and sign up on Georgia's Donor Registry at [www.donatelifegeorgia.org](http://www.donatelifegeorgia.org) to make a commitment to organ, eye, and tissue donation**

**On This day, \_\_\_\_\_ of April 2014**

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





# Cherokee County Board of Commissioners

## MINUTES

April 1, 2014  
Regular Meeting  
CHEROKEE HALL 6:00 PM

### **INVOCATION**

Kendal Jones with MUST Ministries 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 6:08 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Poole; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

### **RATIFY CLOSURE OF EXECUTIVE SESSION**

The Chairman called for a motion to ratify the closure of Executive Session at 5:50 p.m.

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

## **PROCLAMATIONS/PRESENTATIONS**

1. Proclaiming April 23<sup>rd</sup> as **Administrative Professionals Day** in Cherokee County.

Ms. Brenda Poole, IAAP Chapter Vice President was in attendance to accept the proclamation. Also present were Crystal SESCO, IAAP Treasurer and Belinda Harrison.

2. Proclaiming the month of April as **Parkinson's Awareness Month** in Cherokee County.

Mr. John Humphreys, Parkinson's Action Network Assistant State Director, was in attendance to accept the proclamation.

## **AMENDMENTS TO AGENDA**

1. Add Approval of BOC minutes from Joint RRDA/BOC meeting on March 4, 2014.

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

## **ANNOUNCEMENTS**

Two Road Closures:

1. East Cherokee Drive at the railroad crossing (the Ball Ground end) will be closed for repairs April 1st beginning at 8:00 a.m. thru April 4<sup>th</sup>. There will be a posted detour.
2. Note, County Engineer advised that this road was completed today. Old Hwy 5 at the bridge between the City Limits of Holly Springs and Woodstock for repairs on April 1st beginning at 8:00 a.m. thru April 2<sup>nd</sup>. There will be a posted detour.

**APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM MARCH 18, 2014.**

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

**AMENDMENT: APPROVAL OF BOC MINUTES FROM JOINT RRDA/BOC MEETING ON MARCH 4, 2014.**

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

**PUBLIC HEARING**

None Scheduled.

**PUBLIC COMMENT**

Eight people had signed up to speak:

1. Darcy Miller spoke about rezoning on Hwy. 140.
2. Joseph Robert spoke about the Bobo Recycling matter.
3. John Hiland signed up to speak about the Bobo matter, but yielded his time to Mr. Roberts.
4. Steve Marcinko spoke about government corruption.
5. Jackie Archer said that Mr. Marcinko did a good job and yielded her time to him.
6. Debbie Staver replied no comment when called upon to speak.
7. Danny Mackey spoke about the Hwy. 140 rezoning.
8. Karan Sacandy signed up to speak about development.

## **ZONING CASES**

### **Case postponed from March 18, 2014 BOC meeting:**

#### **Chatham Neighborhoods, LLC.**

##### **Zoning Case:**

<b>CASE NUMBER</b>	: 14-03-002
<b>APPLICANT</b>	: Chatham Neighborhoods, LLC
<b>ZONING CHANGE</b>	: OI, R-40 and AG to R-15
<b>LOCATION</b>	: Batesville Road and Hickory Flat Highway
<b>MAP &amp; PARCEL NUMBER</b>	: 02N02 - 101, 75
<b>ACRES</b>	: 67.51
<b>PROPOSED DEVELOPMENT</b>	: Conservation Subdivision
<b>COMMISSION DISTRICT</b>	: 2
<b>FUTURE DEVELOPMENT MAP</b>	: Transitional, Suburban Growth and Country Estates
<b>PLANNING COMMISSION RECOMMENDATION</b>	: Denial

Jeff Watkins gave an overview of the case. Commissioner Gunnin stated that after much Work Session discussion, it was decided by the Board to table a vote for another couple of weeks to have time to explore other options that he, the applicant and his attorney and Jeff Watkins were working on. The applicant's attorney requested a thirty day postponement rather than two weeks. The Chairman added that it would be on the May 6, 2014 agenda.

Commissioner Gunnin made a motion to table the vote until May 6, 2014; Commissioner Johnston seconded and the resulting vote was approval 4-1 with Commissioner Poole voting nay.

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## **COMMISSION BUSINESS**

### **CHAIRMAN**

**L. B. AHRENS**

Chairman Ahrens commented that he sits on the Cherokee County Water and Sewerage Authority Board and was proud to say that the CCWSA earned top in state for large system category. He said that more information would

be made available and hopefully media coverage once the actual award is made.

**VICE CHAIR/COMMISSION DISTRICT 1**

**HARRY B. JOHNSTON**

**COMMISSION DISTRICT 2**

**RAYMOND GUNNIN**

**COMMISSION DISTRICT 3**

**BRIAN POOLE**

**COMMISSION DISTRICT 4**

**JASON NELMS**

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**CONSENT AGENDA**

- 1.1 Consider approval to apply for DUI/Drug Treatment Court from the State of Georgia for Accountability Court FY2015 in the amount of \$73,077.00. Grant requires 10% match which will be met with DATE Funds.
- 1.2 Consider approval for Cherokee County to serve as fiscal agent for Cherokee FOCUS for the period of July 1, 2014 to June 30, 2015.
- 1.3 Consider adoption of Agreement #4 to the Defined Benefit Plan to allow for a retiree to receive recognition for compensation earned but not received in 2013.

- 1.4 Consider authorizing the County Manager to sign and issue an Addendum to the current Ricoh Professional Services Agreement (approved in November of 2013) for a multi-functional copier for Parks and Recreation. This is a follow-on order for \$1,439.52 over 48 months.
- 1.5 Consider Intergovernmental Agreement between City of Woodstock and Cherokee County for maintenance of Rope Mill Road.

Mr. Cooper explained that this was a matter of earnings wages through vacation accrual in a prior year and paid the next year, a technicality that resulted in approximately \$30 less per month in the retiree's check. He added that upon approval of the amendment, GebCorp would accept those earnings into the prior year's earnings.

Commissioner Johnston made a motion to approve; Commissioner Nelms seconded. Commissioner Poole thanked staff for working on this for the retiree. The resulting vote was unanimous approval.

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## **COUNTY MANAGER**

- 2.1 Consider awarding Professional Services Agreement (PSA) to highest ranked proposer and lowest bidder, Hutcheson Horticulture Company, in the amount of \$28,260.00 for annual mowing of selected portions of roadway rights-of-way.

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

- 2.2 Consider awarding Professional Services Agreement for facility landscape maintenance services to the highest evaluated proposer, Tri Scapes, Inc., in the amount of \$98,760.00 per year.

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

2.3 Consider awarding Professional Services Agreement (PSA) to low bidder, Meer Electric, in an amount not to exceed \$35,500.00 per year for Outdoor Warning Siren Maintenance.

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

2.4 Consider approval of Amendment #2 to State FY 2014 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311). Approve a Budget Amendment to the County's adopted FY14 Budget in the total INCREASED amount of \$75,000.00.

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

2.5 Consideration to award contract to Sysco Food Service of Atlanta for the purchase and delivery of wholesale food items to be sold in CRPA concession stands including CCAC, Hobgood Park Softball Complex, Twin Creeks Softball Complex, and Riverside Athletic Complex.

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

2.6 Consider awarding contract to Latimer Construction in an amount of \$175,000.00 for the renovations to the CRPA South Annex; construction contract value of \$165,000.00 with a \$10,000.00 contingency controlled by the County.

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

2.7 Consider approval of a Development Agreement between Cherokee County and Riverstone Homes, Inc., for completion of public improvements at the Old Avery Parc subdivision.

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

2.8 Consider approval of 2014 Budget Amendment to increase SPLOST 2012-Economic Development Budget to fund the development of Cherokee 75 Corporate Park.

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

2.9 Approve the budget amendment to discontinue the transfer of funds from the General Fund to the Unincorporated County Services (UnCS) Fund. The Tax Commissioner will use these funds to hire a security firm and for other security and operating costs.

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

2.10 Consider approval for the use of reserves (which were generated by the 1% Administration Fees related to TAVT) in the amount of \$18,926.00 and allocate to the Tax Commissioner for enhanced security and customer service.

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

2.11 Consider approval of Community Development Block Grant (CDBG) 2013 Consolidated Annual Performance and Evaluation report (CAPER) for submission to HUD.

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

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**COUNTY ATTORNEY**

3.1 City of Woodstock annexation notice, Main Street, East Side, North of GA Hwy 92 along Noonday Creek.

Angie Davis gave a summary of the annexation notice involving approximately 2.78 acres. She said that legally there was no problem with

congruity and staff found no issues under the land use statute. She recommended that no action be taken on the matter. The Board agreed, and no action was taken.

## **ADJOURN**

The Chairman asked if there was any further business. Hearing none, Commissioner Johnston made a motion to adjourn at 7:11 p.m.; Commissioner Nelms seconded and the motion received unanimous approval.



# Cherokee County Board of Commissioners WORK SESSION MINUTES

**April 1, 2014**

**3:00 p.m. | Cherokee Hall**

The Chairman began at 3:07 p.m. with all Commissioners present. The Chairman read several excerpts from "Secrets of the World Class."

1. Cherokee E-911 employee earns State of Georgia Supervisor of the Year Award.

Chief Collett began by stating the Georgia Emergency Communications Conference is held annually for all 911 centers. People from all over the State of Georgia are nominated for various awards at the conference. He said Ms. Alice Fennel has dedicated herself to not only better Cherokee 911, but she is just a few weeks away from completing her undergraduate degree. She's working hard and wants to make a difference in the County and she is making a difference. Chief Collett added that while everyone slept comfortably in their own homes during the storms, Ms. Fennel was at 911 making sure things were getting done. He said that because of her efforts every day and during the ice storms, she was selected for the 2014 Supervisor of the Year in the State of Georgia for 911 Operations. Chief Collett congratulated Ms. Fennel and presented her with the award from the State.

The Chairman mentioned that as Chairman of the Commissioners, he serves on the Cherokee County Water and Sewerage Authority Board and said they have received notice that the Etowah Water Treatment Plant was voted "Plant of the Year" in the large system category.

2. Cherokee County Transportation Update by Geoff Morton.

The Chairman stated Mr. Morton presented this update at one of the recent Chamber of Commerce Regional Issues meetings and the summary was communicated very well and gives a good scope of what is happening transportation-wise in the County.

Mr. Morton began the presentation by addressing County/SPLOST Projects. He stated that all transportation construction projects within the County are funded by SPLOST only. Recently finished projects are Towne Lake Parkway resurfacing and are currently in process of re-stripping. Mr. Morton added the total project cost including Rose Creek Drive was just under \$2 Million which is less than half of what was originally budgeted. Northside Cherokee Boulevard was a joint project between Cherokee County, the City of Canton, GDOT and Northside Hospital which opened last October. Mr. Morton said this was an example of several groups working together without the federal process involved. The project was designed, permitted, and put to bid within a year of meeting with the DOT and getting financial commitment from them. The project was \$8.1 Million and came in right at budget.

Mr. Morton moved on to annual resurfacing. He stated Cherokee County has 1,200 miles of roadway. They resurface between 20-25 miles each year. He stated that in 2013 they resurfaced 16.5 miles. He provided a list of those roads resurfaced. Mr. Morton commented that they do more than just resurfacing on these roads. They look for any base failures and take care of any they may find; take care of any drainage issues; resurface the road; rebuild the shoulders; and re-stripe the roadway. For 2014, Mr. Morton stated they have 25 miles of road resurfacing scheduled and provided a list of those roads. He mentioned that the Roads and Bridges Department rates the roads on a five-tier rating system ranging from "very good" to "very poor". They concentrate on the poorer roads first.

Mr. Morton went over some design and construction projects they are working on in the next year. One project they are currently working on is the intersection of East Cherokee Drive and Old Highway 5 as traffic patterns have shifted there as a result of the completion of Ridgewalk Parkway and Sixes Road interchanges. Mr. Morton described the improvements to be made at the intersection. Another intersection project coming up is the intersection of East Cherokee Drive at SR 140. The designs were completed in 2008, however, due to the economy slowing down they pushed it off for a few years. Mr. Morton described the improvements for that intersection as well. He added that a question they are frequently asked is why it takes so long for the intersections to be completed. His response is that because they have to work with utilities to keep them working while the project is going on. Mr. Morton stated another project they are working on is at East Cherokee Drive and SR 20. This will complete the passing lane project for SR 20. He reiterated the utilities issue. Commissioner Johnston commented that they would probably move them first. Mr. Morton said they would do everything pretty much simultaneously but coordinating with the utilities is one of the first things the contractor does. He added the coordination actually begins during the plan

development process and when they hold their pre-construction meeting. Further discussion of the project ensued.

Mr. Morton indicated another project will be for Bells Ferry Road. He stated it has been an on-again off-again project between the County and GDOT. He added it is kind of an odd project where the County will purchase the right-of-way and GDOT will design and construct the project. GDOT is using federal funds for it. They are using 80% federal funds and 20% State funds. The County uses SPLOST funds for the purchase of the right-of-way. Mr. Morton stated they have experienced some issues over where to end the four-lane. It was agreed to end it at Victoria Road. This project is back on the GDOT radar since the County has been pushing for it. The anticipated construction bid date is August 2018. GDOT's estimated construction cost is \$18 Million. The Bells Ferry Road widening project will be happening about the same time. GDOT has updated the design. The anticipated construction bid date is September 2018. Estimated construction cost for GDOT is \$7 Million. The County will purchase a right-of-way for this also and will obtain an easement from the Corps of Engineers at no cost. There will be costs incurred for the marina and restaurant. The Chairman asked about the bridge location. Mr. Morton said it will be west of the existing bridge. While the new bridge is being built, the existing bridge will still be used for traffic. Commissioner Johnston asked about how the restaurant and repair shop would be impacted. Mr. Morton replied that the restaurant would be the most impacted.

Mr. Morton went over upcoming GDOT projects. On SR 20 from I-575 to Scott Road, GDOT will be widening from two to four lanes. Construction is anticipated for April 2016. Estimated construction cost is \$23 Million. On SR 20 from I-575 in Canton to GA 400 in Cumming, this is another four-lane widening project. Construction funding is proposed for FY 2022. State Route 140 projects are on hold indefinitely due to logical termini issues in the City of Roswell. Other GDOT projects in the County include SR 20 at SR 108 intersection; SR 372 at SR 369 roundabout; and SR 372 bridge.

Mr. Morton moved on to the Northwest Corridor Project which includes adding HOT lanes to I-75 from Akers Mill Road to I-575; from I-575 to Sixes Road; and on I-75 to Hickory Grove Road. Construction could begin in late 2014 and be completed by 2018. He added he has not heard any recent updates to that project.

Mr. Morton went over plans for future projects. He recalled the Commissioners awarding Parsons Brinkerhoff, Inc. the Professional Service Consulting Contract for the update to the Cherokee County Comprehensive Transportation Plan (CTP). He stated the original was adopted in 2008. Several changes have occurred since the adoption such as the economy, locally and nationally, as well as new census

changes. Traffic patterns have changed as well as less federal and State funds are available for road projects. Mr. Morton said that with the CTP, they will be setting a baseline for system performance and monitoring. He said there will be also a chance for public and stakeholder involvement. The project should be kicking off mid-April. It will take 16 months to complete the project. Mr. Morton went over the various tasks involved in the CTP update. He also shared some facts about the County roadway system.

The Chairman commented about the amount of large trucks and heavy equipment going through the downtown Ball Ground area. Mr. Morton agreed that would be one of Ball Ground's concerns. Discussion regarding Little River Bridge ensued. Mr. Morton stated that if TSPLOST had passed, they could have done whatever they wanted with the bridge. Commissioner Johnston expressed concerned that making the bridge only two lanes now and two lanes later, as stated in the plans, could cost nearly double. Mr. Morton agreed but added that the location of the other bridge would already be there and any preliminary things will be done. The Chairman thanked Mr. Morton for the presentation.

The Chairman announced there is one amendment to the agenda for the Regular Meeting and that would be the approval of minutes by the BOC from the Joint RRDA/BOC meeting held on March 4, 2014.

3. Discussion of Regular Agenda Items.

**ZONING CASES**

<b>CASE NUMBER</b>	: 14-03-002
<b>APPLICANT</b>	: Chatham Neighborhoods, LLC
<b>ZONING CHANGE</b>	: OI, R-40 and AG to R-15
<b>LOCATION</b>	: Batesville Road and Hickory Flat Highway
<b>MAP &amp; PARCEL NUMBER</b>	: 02N02 - 101, 75
<b>ACRES</b>	: 67.51
<b>PROPOSED DEVELOPMENT</b>	: Conservation Subdivision
<b>COMMISSION DISTRICT</b>	: 2
<b>FUTURE DEVELOPMENT MAP</b>	: Transitional, Suburban Growth and Country Estates
<b>PLANNING COMMISSION RECOMMENDATION</b>	: Denial

Mr. Watkins recalled that the Commissioners voted to postpone the case from March 18, 2014 to this meeting. Commissioner Gunnin stated that this case is in his District. He said they received a revised plan for R-15 to start then a revised plan last week and haven't had much time to review it. He recommended that they have a little more time to look through it. He said that he and Mr. Watkins met to try to come up with a better plan. He asked the Board to allow a little more time to review it, work on it, and get some things resolved that were brought up in a meeting that are legitimate concerns. Mr. Watkins stated that Mr. Parks Huff, the attorney representing Chatham, asked that the postponement be for 30 days instead of two weeks.

The Chairman asked for a summary of the key issues keeping in mind this is a different dynamic than what they see most of the time. He said they need to look for a win-win that can satisfy the buyer and seller and community. Commissioner Gunnin stated that items that were brought up in the meeting were buffer issues and the conservation design needs a different layout. Commissioner Johnston asked if there was any hope of bringing the number of units down. Commissioner Gunnin replied that is one of the other issues. He added that Mr. Watkins had some good ideas which is why he wanted to come back to this and discuss with the other Commissioners. The Chairman asked Mr. Watkins to explain the 90 day time period. Mr. Watkins stated that Article 18 outlines zoning procedures that states after receiving recommendation of the Planning Commission, you have 90 days to move on that particular case; or after the 90 days, it can be denied without prejudice. Commissioner Johnston commented that the transition zone is intentionally vague. He said the entire parcel makes a certain amount of sense. He shared what he believes to be a scenario most appropriate for the land use. The Chairman asked about parcels that can go a character area higher or lower. Mr. Watkins stated it's in the description of the transition corridor under "Development Strategies". Further discussion of the land use description and desired use ensued. Commissioner Johnston commented that these discussions come up during the negotiations between the buyer and sellers. He stated that he would like for the buyer and seller to come back with a less flawed plan that they could vote favorably for it. If the majority of the Board felt that way, it would carry more weight. The Chairman stated he could support that as a message. Commissioner Nelms confirmed that if they approve and move forward based on the plan they are working on now, to deny would put them a year out from applying again and the withdraw without prejudice as the other option. The Chairman added that another option could be, but not one they would likely consider, is that they recommend and approve the holding at R-40. Commissioner Nelms stated he was on board with Commissioner Gunnin's recommendation. The Chairman asked Commissioner Poole his thoughts on it. Commissioner Poole stated he agrees with Commissioner Nelms to table the decision for 30 days to review the plans.

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

- 1.1 Consider approval to apply for DUI/Drug Treatment Court from the State of Georgia for Accountability Court FY2015 in the amount of \$73,077.00. Grant requires 10% match which will be met with DATE Funds.
- 1.2 Consider approval for Cherokee County to serve as fiscal agent for Cherokee FOCUS for the period of July 1, 2014 to June 30, 2015.
- 1.3 Consider adoption of Agreement #4 to the Defined Benefit Plan to allow for a retiree to receive recognition for compensation earned but not received in 2013.

Commissioner Johnston clarified that accrued vacation paid at retirement is recognized as additional days or weeks worked. Mr. Cooper stated that it is and that it is earnings for a prior year that wasn't paid until the following year. He said it is a technicality but they would like for GebCorp to recognize it as part of the employee's salary for the prior year.

- 1.4 Consider authorizing the County Manager to sign and issue an Addendum to the current Ricoh Professional Services Agreement (approved in November 2013) for a multi-functional copier for Parks and Recreation. This is a follow-on order for \$1,439.52 over 48 months.
- 1.5 Consider Intergovernmental Agreement between City of Woodstock and Cherokee County for maintenance of Rope Mill Road.

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

- 2.1 Consider awarding Professional Services Agreement (PSA) to highest ranked proposer and lowest bidder, Hutcheson Horticulture Company, in the amount of \$28,260.00 for annual mowing of selected portions of roadway right-of-way.
- 2.2 Consider awarding Professional Services Agreement for facility landscape maintenance services to the highest evaluated proposer, TriScapes, Inc., in the amount of \$98,760.00.

- 2.3 Consider awarding Professional Services Agreement (PSA) to low bidder, Meer Electric, in an amount not to exceed \$35,000.00 per year for Outdoor Warning Siren Maintenance.
- 2.4 Consider approval of Amendment #2 to State FY 2014 Department of Human Services (DHS) annual contract for funding which supports the County's Rural Transportation Program (CATS 5311). Approve a Budget Amendment to the County's adopted FY14 Budget in the total INCREASED amount of \$75,000.00.
- 2.5 Consider to award contract to Sysco Food Service of Atlanta for the purchase and delivery of wholesale food items to be sold in CRPA concession stands including CCAC, Hobgood Park Softball Complex, Twin Creeks Softball Complex, and Riverside Athletic Complex.
- 2.6 Consider awarding contract to Latimer Construction in an amount of \$175,000.00 for the renovations to the CRPA South Annex; construction contract value of \$165,000.00 with a \$10,000.00 contingency controlled by the County.
- 2.7 Consider approval of a Development Agreement between Cherokee County and Riverstone Homes, Inc., for completion of public improvements at the Old Avery Parc subdivision.
- 2.8 Consider approval of 2014 Budget Amendment to increase SPLOST 2012-Economic Development Budget to fund the development of Cherokee 75 Corporate Park.
- 2.9 Approve the budget amendment to discontinue the transfer of funds from the General Fund to the Unincorporated County Services (UnCS) Fund. The Tax Commissioner will use these funds to hire a security firm and for other security and operating costs.

Commissioner Johnston said he agrees it makes more sense to hire a security firm rather than use the Marshal's Office as that is not their highest and best use. Mr. Cooper said he will be working with the cities regarding litter on I-575. Discussion ensued on who handles picking up the litter. Mr. Cooper stated they will be aggressively working on enforcement efforts. Commissioner Johnston stated he received a suggestion of a high-mounted camera at the dump to see if trucks are covering their loads as they should. Mr. Cooper stated that Waste Management is working closely with the

County in that effort, but over time it may slack off a bit, but they will work to improve those efforts.

- 2.10 Consider approval for the use of reserves (which were generated by the 1% Administration Fees related to TAVT) in the amount of \$18,926.00 and allocate to the Tax Commissioner for enhanced security and customer service.
- 2.11 Consider approval of Community Development Block Grant (CDBG) 2013 Consolidated Annual Performance and Evaluation report (CAPER) for submission to HUD.

Mr. Cooper provided a list of projects that have been completed with the 2013 funds. The list included the Senior Center, MUST Ministries, North Georgia Angel House, Mimms Boys & Girls Club, Cherokee Violence Center, Anna Crawford Children's House, and Bathesda Community Health Clinic. The Chairman asked who provides transportation for the Boys & Girls Club. Mr. Cooper replied that they do.

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

- 3.1 City of Woodstock annexation notice, Main Street, East Side, North of GA Hwy 92 along Noonday Creek.

Ms. Davis stated the property is 2.78 acres. It is proposed to be rezoned to DT which is Downtown District for medium density residential, but the intended continued use is the Greenprints trail as part of the greenspace program for the City of Woodstock. Ms. Davis added that based on staff review, nothing was reported that would suggest a land dispute statute objection.

### **Adjourn**

Hearing no further business, Commissioner Johnston made a motion to adjourn to Executive Session at 4:39 p.m. to discuss personnel, land acquisition or disposal, and/or threatened or pending litigation; Commissioner Nelms seconded and the motion was unanimously approved.



Planning and Land Use

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

FROM: Vicki Taylor Lee, Zoning Administrator

DATE: April 10, 2014

**SUBJECT: Summary of April Zoning Cases**

At the April 1, 2014 meeting the Planning Commission reviewed the following items:

Zoning Case:

CASE NUMBER	: 14-04-004
APPLICANT	: William R. Morris
ZONING CHANGE	: R-40 to R-20 and AG
LOCATION	: Wiley Bridge Road and Cox Road
MAP & PARCEL NUMBER	: 15N30 - 197, 197A, 198, 198A
ACRES	: 12.06
PROPOSED DEVELOPMENT	: Residential Uses
COMMISSION DISTRICT	: 2
FUTURE DEVELOPMENT MAP	: Suburban Living
PLANNING COMMISSION RECOMMENDATION	: Approval
CASE NUMBER	: 14-04-005
APPLICANT	: CCL Associates
ZONING CHANGE	: R-40 to OI
LOCATION	: Hickory Flat Highway and Scott Road
MAP & PARCEL NUMBER	: 14N24 - 133
ACRES	: 4.31
PROPOSED DEVELOPMENT	: Commercial-medical office
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Transitional Corridor over Country Estates
PLANNING COMMISSION RECOMMENDATION	: No Recommendation
CASE NUMBER	: 14-04-006
APPLICANT	: Lisa Meyer
ZONING CHANGE	: LI and R-20 to GC
LOCATION	: Cumming Highway
MAP & PARCEL NUMBER	: 03N23A - 37, 38
ACRES	: 1.2 +/-
PROPOSED DEVELOPMENT	: Retail Store
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Neighborhood Village
PLANNING COMMISSION RECOMMENDATION	: Approval

CASE NUMBER : 14-04-007  
APPLICANT : John H. Pruett, Jr.  
ZONING CHANGE : R-40 and R-20 to R-20  
LOCATION : Bells Ferry Road  
MAP & PARCEL NUMBER : 14N12A - 093  
ACRES : 2.65  
PROPOSED DEVELOPMENT : Residential Use  
COMMISSION DISTRICT : 1  
FUTURE DEVELOPMENT MAP : Suburban Living  
PLANNING COMMISSION RECOMMENDATION : Approval

CASE NUMBER : 14-04-008  
APPLICANT : Development Authority of Cherokee  
County  
ZONING CHANGE : R-20 to LI  
LOCATION : Old Alabama Road  
MAP & PARCEL NUMBER : 21N05 - 247, 248A  
ACRES : 35.28  
PROPOSED DEVELOPMENT : Business Park  
COMMISSION DISTRICT : 3  
FUTURE DEVELOPMENT MAP : Suburban Growth  
PLANNING COMMISSION RECOMMENDATION : Denial

CASE NUMBER : 14-04-010  
APPLICANT : Tricia Breckenridge  
ZONING CHANGE : R-40 to GC  
LOCATION : Highway 92 and Justin Drive  
MAP & PARCEL NUMBER : 15N18 - 109  
ACRES : 2.13  
PROPOSED DEVELOPMENT : Retail Use  
COMMISSION DISTRICT : 4  
FUTURE DEVELOPMENT MAP : Suburban Living  
PLANNING COMMISSION RECOMMENDATION : Approval of NC





## Cherokee County, Georgia Agenda Request

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SUBJECT: Personnel Policies Manual Update

MEETING DATE: April 15, 2014

SUBMITTED BY: Geoffrey E. Morton

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COMMISSION ACTION REQUESTED:

Consider approval of update to the Personnel Policies Manual to comply with current Drug Free Workplace/Drug and Alcohol Program requirements as identified by FTA Triennial Review in December 2013.

---

FACTS AND ISSUES:

Basic Requirement: All grantees are required to maintain a drug free workplace for all employees and to have an ongoing drug free awareness program. Grantees receiving Section 5307, 5309 or 5311 funds that have safety-sensitive employees must have a drug and alcohol testing program in place for such employees.

Finding: During this Triennial Review of the County, a deficiency was found with the FTA requirements for Drug-Free Workplace and Drug and Alcohol Program.

The County's Drug Free Workplace Policy does not include the requirement for employees convicted of a drug statute violation occurring in the workplace to report the conviction within five days to the employer.

Corrective Action and Schedule: The County will submit a revised Drug Free Workplace Policy adopted by the County that includes the requirement for an employee convicted of a drug statute violation occurring in the workplace to report the conviction to the County within five days as required by the Drug Free Workplace Act of 1988.

The following paragraph is added to the Personnel Policies Manual:

7.1 Drug Free Workplace

7.1.12 Notice of Drug Convictions. It is a requirement for employees convicted of a drug statute violation occurring in the workplace to report the conviction within five (5) days to the employer.

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BUDGET:

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ADMINISTRATIVE RECOMMENDATION:

Approval of update to the Personnel Policies Manual to comply with current Drug Free Workplace/Drug and Alcohol Program requirements as identified by FTA Triennial Review in December 2013.

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REVIEWED BY:

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

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

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

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

## Geoff Morton

---

**From:** Steven B. McClure  
**Sent:** Wednesday, December 18, 2013 6:05 PM  
**To:** Geoff Morton  
**Cc:** Jerry Cooper  
**Subject:** RE: CATS FY 2013 Triennial Review Draft Report

Geoff,

I read the Triennial Review draft and see a required correction for 17. Drug Free Workplace and Alcohol Program. Upon approval of the 2011 Personnel Policies Manual, section 7.1-Drug-Free Workplace replaced the previously separate Drug and Alcohol Program developed for CATS. Therefore, any change necessary to address the Triennial Review finding will need to occur in the Personnel Policies Manual applicable to all employees. Below is a recap of the finding and appropriate language and placing of the required corrective action. This will need to be approved by BOC before becoming official.

### 17. Drug Free Workplace and Drug and Alcohol Program

**Basic Requirement:** All grantees are required to maintain a drug free workplace for all employees and to have an ongoing drug free awareness program. Grantees receiving Section 5307, 5309 or 5311 funds that have safety-sensitive employees must have a drug and alcohol testing program in place for such employees.

**Finding:** During this Triennial Review of the County, a deficiency was found with the FTA requirements for Drug-Free Workplace and Drug and Alcohol Program.

The County's Drug Free Workplace Policy does not include the requirement for employees convicted of a drug statute violation occurring in the workplace to report the conviction within five days to the employer.

**Corrective Action and Schedule:** By April 11, 2014, submit a revised Drug Free Workplace Policy adopted by the County that includes the requirement for an employee convicted of a drug statute violation occurring in the workplace to report the conviction to the County within five days as required by the Drug Free Workplace Act of 1988.

Corrective Action to Personnel Policies Manual

#### 7.1 Drug Free Workplace

7.1.12 Notice of Drug Convictions. It is a requirement for employees convicted of a drug statute violation occurring in the workplace to report the conviction within five days to the employer.

Let me know if I can help further.

Thanks,

Steven B. McClure, SPHR  
Director of Human Resources  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway

Canton, GA 30114  
(678) 493-6020

**From:** Geoff Morton  
**Sent:** Wednesday, December 18, 2013 4:41 PM  
**To:** Steven B. McClure; Robert Alford; Dale Jordan; Kristi Thompson  
**Subject:** CATS FY 2013 Triennial Review Draft Report

FYI

**From:** <[Derethia.Johnson@dot.gov](mailto:Derethia.Johnson@dot.gov)>  
**Date:** December 17, 2013 at 12:44:14 PM EST  
**To:** <[gmorton@lcherokeega.com](mailto:gmorton@lcherokeega.com)>, <[BShearin@cherokeega.com](mailto:BShearin@cherokeega.com)>  
**Cc:** <[wevans@milligancpa.com](mailto:wevans@milligancpa.com)>, <[hatta@milligancpa.com](mailto:hatta@milligancpa.com)>, <[margarita.sandberg@dot.gov](mailto:margarita.sandberg@dot.gov)>  
**Subject:** FY 2013 Triennial Review Draft Report

Attached is the FY 2013 Triennial Review draft report for Cherokee County. If you have any questions about the report, please contact Ms. Margarite Sandberg at 404/865-5612. Thank you.

Derethia Johnson

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

7.0.4 Complaint Process

A. A complaint that this Code of Ethics has been violated shall be filed with the County Manager, or with the Director of Human Resources, who shall promptly provide same to the County Manager.

B. No person shall knowingly file a false complaint or report of violation of this Code of Ethics.

C. Upon receipt of the complaint, the County Manager may designate an individual to conduct an investigation of the matters set forth in the complaint. The individual designated to conduct the investigation shall complete the investigation and prepare written findings and conclusions, which shall be provided to the County Manager within fifteen (15) working days, unless an extension of time for completion of same is granted by the County Manager.

D. Upon completion of the investigation, and upon receipt of review of the designated investigator's written findings and conclusions, as well as consideration of any other facts and information deemed appropriate by the County Manager, the County Manager shall render a final decision on the complaint and shall provide a copy of same to the party complained against at their last known addresses.

E. A finding by the County Manager that an employee has violated the Code of Ethics as set forth in the Policy Manual may result in disciplinary action, up to and including immediate termination of employment

7.1 DRUG FREE WORKPLACE

7.1.1 Cherokee County has a vital interest in maintaining a safe, healthy, and efficient working environment free from the adverse effects of employee drug and alcohol abuse. Employee drug and alcohol abuse poses serious safety and health risks to the user, and to those who work or come in contact with the user in the workplace. Accordingly, the County does not and will not tolerate any employee's consumption, possession, sale, distribution, or presence in the body of illegal drugs or alcoholic beverages while on County property and/or on County work time. The County further expresses its intent, through this policy, to comply with Federal, State and local laws and regulations that relate to the maintenance of a workplace free of illegal drugs and alcohol.

7.1.2 Scope of Policy and Prohibitions. This policy applies to all County employees, volunteers, interns, and any other individuals performing services on the County's behalf, whether paid or unpaid. For purposes of this policy section, all such persons shall be referred to herein as County employees. The policy applies to all off-site meal breaks or rest breaks when an employee is scheduled to return to work, as well as to all work, activities, and occupation and use of County property and facilities..

7.1.3 Prohibitions. The County prohibits all employees from engaging in the following conduct or behavior while performing County business, while on County property, while in use of County property, or while operating or riding in a County vehicle and/or conducting County business:

1. The use or consumption of illegal drugs, controlled substances, and/or alcohol;
2. The possession of illegal drugs, controlled substances, and/or alcohol;
3. The abuse of prescription medications and over-the-counter medications;
4. Being impaired by and/or under the influence of illegal drugs, controlled substances, and/or alcohol;
5. The manufacture, sale, purchase, transfer, dispensing of, and/or distribution of illegal drugs, controlled substances, prescription medications, and/or alcohol; and/or
6. The use of County property to store, conceal, or transport illegal drugs, controlled substances, and/or alcohol.

7.1.4 Definitions. For purposes of this Drug-Free Workplace policy, the following definitions apply:

*Alcohol* - Any beverage or substance that contains alcohol manufactured for the primary purpose of personal consumption, including, but not limited to, beer, wine, and distilled spirits.

*Illegal Drugs (includes Controlled Substances)* - Any drug or substance the law prohibits individuals from manufacturing, dispensing, using, consuming, possessing, distributing, purchasing, selling, or otherwise transferring, including, without limitation, all drugs listed as controlled substances under Title 16 of the Official Code of Georgia Annotated. This definition encompasses any measurable amount of any drugs or controlled substances such as

amphetamines, cannabinoids, cocaine, phencyclidine (PCP), methadone, methaqualone, opiates, barbiturates, benzodiazepines, propoxyphene, or other drugs made unlawful under Federal or State laws, or a metabolite of any such substances, "look-alikes," "designer drugs" having the same or similar psychotropic effects, unauthorized alcoholic beverages, marijuana, hallucinogens (whether natural or synthetic), inhalants, unauthorized prescription drugs, or authorized drugs which are not prescribed for a verifiable medical condition and/or are not used in strict accordance with this policy and with the prescribing physician's instructions, or any other substances that are mood-altering, mind or consciousness-affecting, or which are likely to have an effect upon a person's perceptions, sensations, thought processes, self-awareness, emotions, or other mental or physiological or psychological reactions or behavior. It also includes urinals or other substances, natural or synthetic, of a similar nature or purpose designed or used to alter a urine specimen or to conceal illicit chemical substances or other metabolites in an initial screening test.

*Impaired* – The condition of being weakened, diminished, or damaged, or of functioning poorly, incompetently, uncontrollably, or with less control or ability, due to the consumption, use, or abuse of illegal drugs, controlled substances, and/or alcohol, or if the employee's drug test results indicate the presence of an illegal drug or controlled substance in an amount that constitutes a positive test under accepted scientific standards.

*Legally Obtained Drug* – Includes prescription drugs and over-the-counter medications.

*Over-The-Counter Medication* – Includes any drug or substance that does not require a prescription, but which has the capacity to affect a person physically, mentally, or emotionally or which could otherwise affect a person's ability to perform.

*Prescription Drug* – Any drug or substance that is attainable only by lawful prescription from a licensed physician.

*Reasonable Suspicion* – A belief based on objective facts sufficient to lead a prudent person to conclude that a particular employee has used, consumed, is impaired by, or is under the influence of illegal drugs, controlled substances, and/or alcohol. Reasonable suspicion must be directed at a specific person and must be based upon specific and articulable facts and the logical inferences and deductions that can be drawn upon

such things as observable phenomena, such as direct observation of the possession or use of an illegal drug, controlled substance, and/or alcoholic beverage, or the direct observation of physical symptoms of being impaired by or under the influence of illegal drugs, controlled substances, and/or alcohol, such as slurred speech, unsteady gait, a pattern of unusual or abnormal conduct or erratic behavior, odor of the employee, information provided by a reliable and credible source, and/or involvement in a work-related accident, and/or deviation from safe working practices.

#### 7.1.5 Use of Legally Obtained Drugs

County employees must not be on the job, be on County property, operate a County vehicle, or operate any other equipment or vehicle while in performance of County business while impaired due to any drug, legal or illegal, that renders the employee unfit for duty. An employee is "unfit for duty" if, in the County's opinion, the employee's use of legally obtained drugs jeopardizes his or her ability to work safely and efficiently.

An employee who is using legally obtained drugs must notify his or her immediate Supervisor, the Department Director, or the Agency Director of any and all known or experienced symptoms and probable adverse side effects that may render the employee unfit for duty. An employee's failure to so notify the County constitutes grounds for disciplinary action, up to and including termination. An employee is not expected to notify the County of legally obtained drugs that are unlikely to render him or her unfit for duty.

Employees using legally obtained drugs while on the job shall do so in strict accordance with physician and/or manufacturer's directions. It is the employee's responsibility to notify the prescribing physician of the duties required by the employee's position and to ensure that the physician approves the use of the prescription medication while the employee is performing his or her duties.

The abuse and/or inappropriate use of legally obtained drugs while on the job, while on County property, while in operation of a County vehicle, or while in operation of any other equipment or vehicle in performance of County business is prohibited and shall constitute grounds for disciplinary action, up to and including termination.

7.1.6 When Testing is Required

7.1.6.0 All applicants for full-time and part-time positions of employment with the County will be tested for drugs after a conditional offer of employment has been extended. No such applicant or new hire shall be permitted to report for duty until the results of the drug test are obtained. All applicants for temporary full-time and temporary part-time positions of employment will be tested for drugs after a conditional offer of employment has been extended in the discretion of the County Manager, depending on the nature of the temporary position.

7.1.6.1 All County employees will be subject to immediate testing when there is reasonable suspicion that the employee has used or misused drugs or alcohol in violation of this policy. Any employee who is required to take a reasonable suspicion test will be immediately placed on administrative leave with pay pending the results of the test and confirmation of the results. Supervisors who suspect that an employee is under the influence of drugs or alcohol shall document all credible evidence on the Reasonable Suspicion Incident Checklist provide by the Human Resources Department and shall seek confirmation of the observations from the Human Resources Director or another employee with Reasonable Suspicion training before transporting the employee for testing.

7.1.6.2 Drug and alcohol testing must be performed when any employee, while in operation of a County vehicle, equipment, or heavy machinery, or while in operation of any other vehicle or equipment while in the performance of Cherokee County business, is involved in an accident that results in: (1) a fatality; or (2) a citation issued to the employee; or (3) an injured person requiring immediate medical treatment; or (4) damage to County property; or (5) damage to any other property. Alcohol and drug test(s) shall be completed within eight hours of an accident. This testing is to be performed in addition to any drug or alcohol test(s) ordered by law enforcement authorities. The involved County employee must report immediately for testing, or be subject to disciplinary action, up to and including termination.

7.1.7 Procedures for Testing

Alcohol screening will be conducted using a federally approved evidential breath-testing device or the use of a swab/saliva test performed by an approved independent medical facility. In the event that it is not reasonable under the circumstances to conduct an alcohol test based on a breath test or a swab/saliva test, the County

reserves the right to test for the presence of drugs or alcohol by a blood test analysis.

All drug tests shall be administered and accounted for by an approved laboratory and/or medical facility that are operating in compliance with the U.S. Department of Health and Human Services (DHHS). Testing will involve an initial screening test(s) and confirmation of positive tests by gas chromatography/mass spectrometry (GC/MS) analysis, or other test(s) that are approved by the DHHS for screening and confirmation of drugs or alcohol in a person's system. Tests will be certified, to the fullest extent possible under the circumstances, by a laboratory approved by the DHHS.

All positive test results for drugs will be interpreted by a physician approved by the County as a medical review officer (MRO) before the results are reported to the County. Prior to notifying the County, the MRO will make reasonable efforts to contact the employee for the purpose of allowing the employee to offer an alternative medical explanation for the positive test result. If the MRO is able to contact the applicant or employee and determine there is a legitimate medical explanation for the positive test, the result will be communicated as negative to the County. The MRO's inability to contact the applicant or employee before providing test results to the County will not void the test results or make the test results unusable in any subsequent disciplinary action. An applicant or employee who fails to respond to an inquiry by the MRO within forty-eight (48) hours of such inquiry shall have waived his or her opportunity to offer an alternative medical explanation for the positive result or to request confirmation testing.

7.1.8 Test Refusal. The County has a zero tolerance policy regarding test refusals. As such, any employee so refusing to immediately proceed as directed will be subject to disciplinary action including termination from employment.

Other actions that constitute a test refusal occur when an employee:

- Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- Fails to remain at the testing site until the testing process is complete;
- Fails to provide a urine or breath specimen for any drug or alcohol test required;
- In the case of a directly observed or monitored collection in a drug test, fails to

permit the observation or monitoring of his/her provision of a specimen

- Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- Fails or declines to take a second test the employer or collector has directed the employee to take;
- Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process;
- Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); and/or
- If the MRO reports that there is verified adulterated or substituted test result Failure or refusal to sign Step 2 of the alcohol testing form.

7.1.9 Investigation of Prohibited Drug and Alcohol Use and Searches. All County-issued equipment, property, and facilities, including, but not limited to, desks, workstations, file cabinets, lockers, vehicles, or any other property or equipment owned, leased, or provided by the County is subject to inspection at any time and for any reason. No employee shall have any privacy interest whatsoever in any County-issued property. If a search uncovers evidence of employee wrongdoing, illegal activity, or employee violations of County rules or policies, the evidence may be used to support disciplinary action, up to and including termination. In cases involving suspected illegal activities, the evidence may be turned over to appropriate legal authorities.

7.1.10 Discipline. An employee who violates any provision of this policy is subject to discipline, up to and including termination.

The following actions shall be presumed to result in immediate termination of an employee:

- Manufacturing, dispensing, using, consuming, possessing, distributing, purchasing, selling, or otherwise transferring an illegal drug(s) or controlled substance(s) while on the job, while on County property, while in operation of a County vehicle, or while in operation any other equipment or vehicle while in performance of County business;

- Refusing to consent to or to take a drug or alcohol test pursuant to this policy, or failure to appear at the designated collection site to take a drug or alcohol test when so directed; and/or
- A confirmed positive test for drugs and/or alcohol.

7.1.11 Treatment. Employees who have a problem with drugs and/or alcohol are urged to seek help before the problem adversely affects their health, relationships, or work performance, or before it results in a violation of this policy.

7.1.12 Notice of Drug Convictions. It is a requirement for employees convicted of a drug statute violation occurring in the workplace to report the conviction within five (5) days to the employer.

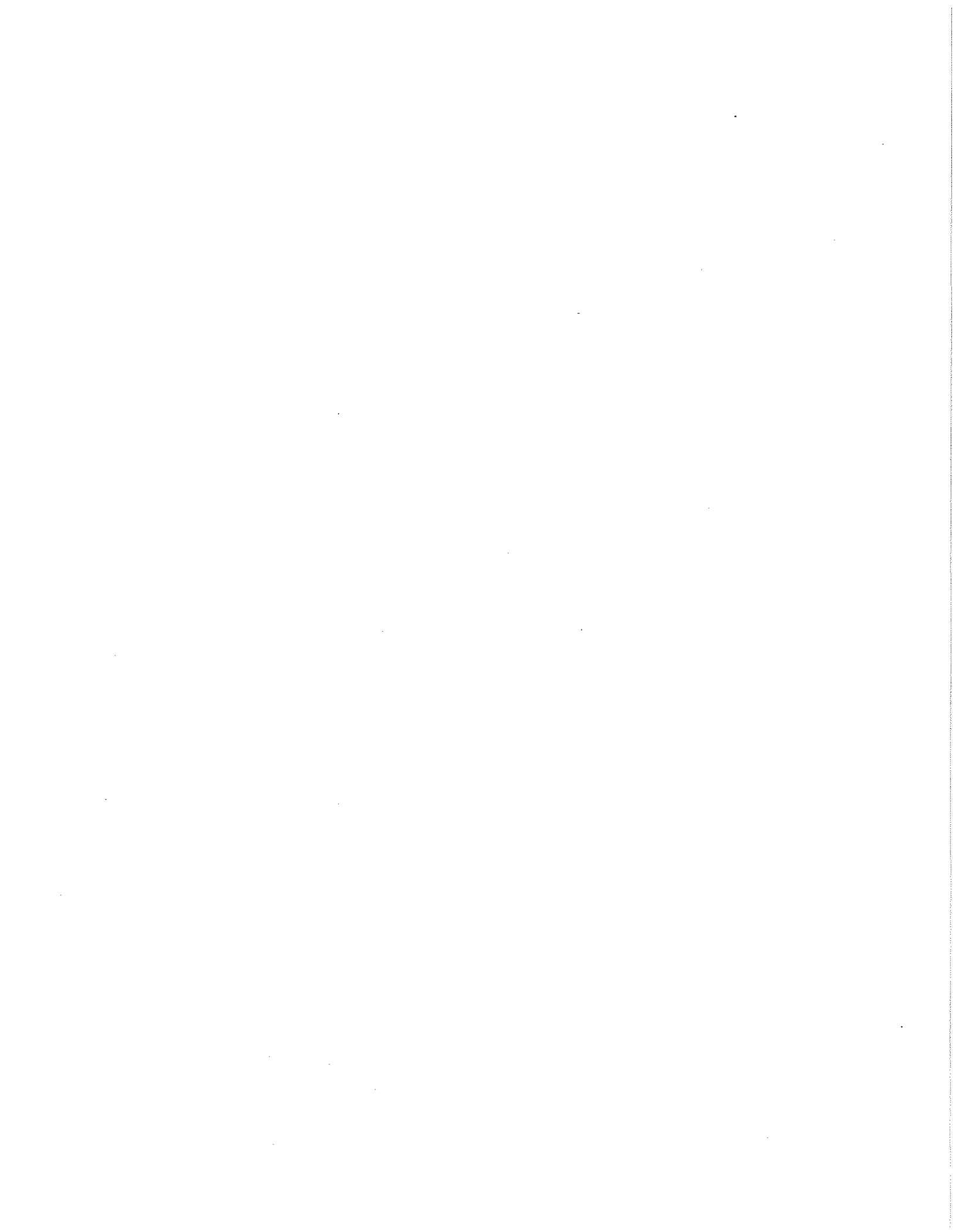
## 7.2 GARNISHMENTS

Employee indebtedness is a personal concern, but multiple garnishments of an employee's salary may lead to disciplinary action. No employee shall allow his personal finances to hamper the performance of his job or create undue administrative problems for the County. A history of garnishments may be viewed adversely.

## 7.3 HARASSMENT/SEXUAL HARASSMENT

The County is committed to maintaining a work environment that is free of inappropriate or unlawful conduct. In keeping with this commitment, the County will not tolerate harassment, discrimination or the unlawful treatment of employees by anyone, including any supervisor, co-worker, vendor, client or customer of the County. Likewise, the County expressly prohibits such actions by employees against others, including vendors, clients, citizens, or customers of the County.

7.3.1 Prohibited Conduct. Harassment, discrimination and/or improper conduct consists of misconduct that includes unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, color, race, religion, national origin, age, disability or other protected group status or activity (e.g. opposition to prohibited discrimination or participation in the statutory complaint process) as provided for by law. This includes conduct by someone to another of the same gender. The County will not tolerate conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. No





## Cherokee County, Georgia Agenda Request

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SUBJECT: FY2013 Homeland Security Grant Program/State Homeland Security Grant Program

MEETING DATE: April 15, 2014

SUBMITTED BY: Renee Cornelison

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**COMMISSION ACTION REQUESTED:**

Approve FY2013 Homeland Security Grant Program/State Homeland Security Grant Program funds in the amount of \$9,000.00 for grant period September 1, 2013 through December 31, 2014.

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**FACTS AND ISSUES:**

Cherokee Sheriff's Office Division of Emergency Management has been awarded grant funds to purchase items to enhance the capability of Cherokee County CERT (Community Emergency Response Team). This grant will fund additional CERT training classes for citizens who live, work, and/or worship in Cherokee County.

THIS GRANT DOES NOT REQUIRE A LOCAL FUNDS MATCH.

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**BUDGET:**

Budgeted Amount:	\$0	Account Name:	Grant Fund – CRT13
Amount Encumbered:	\$0	Account #:	25060-331100-CRT13
Amount Spent to Date:	\$0		
Amount Requested:	\$(9,000)		
Remaining Budget:	\$(9,000)		

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

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**ADMINISTRATIVE RECOMMENDATION:**

Approve acceptance of FY2013 Homeland Security Grant Program/State Homeland Security Grant award

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REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

*Renee Cornelison for*

*Robby Westbrook*

*[Signature]*

**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
25060	331100-CRT13	Federal Grant	9,000

**EXPENDITURES:**

Department Org Code	Object	Account Name	Amount
23920555	531100 CRT13	General Supplies & Materials	8,000
23920555	521200 CRT13	Professional	1,000

**PURPOSE OF TRANSFER/ AMENDMENT**

FY2013 Homeland Security Grant Program/State Homeland Security Grant Program for grant period September 1, 2013 through December 31, 2014.

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

*Renee Cornelison for  
Robby Westbrook* / *J. W. [Signature]*

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

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

GEORGIA EMERGENCY MANAGEMENT AGENCY  
GEORGIA OFFICE OF HOMELAND SECURITY

NATHAN DEAL  
GOVERNOR



CHARLEY ENGLISH  
DIRECTOR

March 17, 2014

RE: GAN #EMW-2013-SS-00054-S01  
Budget Worksheet #3135/SHO13-035  
Cherokee County Citizen Corps Program

Honorable L.B. "Buzz" Ahrens  
Ahrens  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, Georgia 30114

Dear Commissioner Ahrens:

It my pleasure to award your agency with a Fiscal Year 2013 Homeland Security Grant Program/State Homeland Security Grant Program from the Department of Homeland Security (DHS). Enclosed is the Grantee-Subgrantee Agreement for funding awarded to your agency by the Georgia Emergency Management Agency/Homeland Security (GEMA). This agreement governs the use of funding provided by DHS to help your agency to build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies in accordance with the goals and objectives of the State Strategic Plan.

The amount of this agreement is \$9,000.00. You may not exceed in either quantity nor total dollar amount the items expressly approved for you to purchase, as shown on the accompanying detailed budget worksheet(s). This grant award expires December 31, 2014. All program activities must be completed by this date. Extensions will be granted only under extraordinary circumstances.

Attached to the Grantee-Subgrantee Agreement are Exhibits A - I. Please review and return signed originals of the Grantee-Subgrantee Agreement, Exhibit C, F, and Exhibit G to our office, Attention: Homeland Security Division, Post Office Box 18055, Atlanta, Georgia 30316 within 14 days of receipt of this letter. A copy of the fully executed agreement will be returned to you for your files.

If you require further information as to the grantee package, please contact Le Doan, Grants Manager, at 404-635-7068. Thank you for your work on behalf of the citizens of Georgia.

Sincerely,

A handwritten signature in black ink, appearing to read "Micah W. Hamrick".

Micah W. Hamrick  
Director  
Homeland Security Division

MH/SH  
Enclosures







# Cherokee County, Georgia Agenda Request

SUBJECT: Release Agreement - Fire Department Request      MEETING DATE: April 15, 2014

SUBMITTED BY:      Fire Chief Tim Prather

**COMMISSION ACTION REQUESTED:** To seek approval of a Release Agreement between Cherokee County Board of Commissioners and the Holly Springs Downtown Development Authority allowing Cherokee Fire & Emergency Services to demolish/burn an acquired structure for training purposes.

**FACTS AND ISSUES:**

The Holly Springs Downtown Development Authority approached Cherokee Fire & Emergency Services and offered the property at 102 Palm Street, Holly Springs, Georgia to be used for fire training purposes. The property has been slated for demolition in preparation for downtown development in the area. Cherokee Fire will conduct destructive training on the property and within the structure with plans to burn. The HSDDA warrants they hold clear title to the structure and surrounding property and agrees to be responsible for removal and proper disposal of any and all debris remaining at or around the structure site upon the termination of this Agreement.

**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

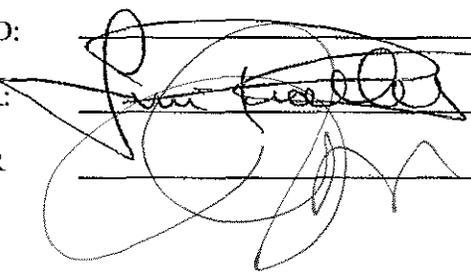
Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

**ADMINISTRATIVE RECOMMENDATION:**

**Approve the Release Agreement and allow Cherokee Fire & Emergency Services to conduct destructive training to include burning the structure at 102 Palm Street, Holly Springs Georgia.**

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_  
 AGENCY DIRECTOR: \_\_\_\_\_  
 COUNTY MANAGER \_\_\_\_\_



COUNTY OF CHEROKEE

STATE OF GEORGIA

RELEASE AND AGREEMENT

This Release and Agreement ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_ by and between CHEROKEE COUNTY, GEORGIA, hereinafter referred to as "Department"  
and the DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS hereinafter referred to as  
"Owner".

WITNESSETH

WHEREAS, the Department is desirous of training its firefighting members in firefighting techniques; and

WHEREAS, the undersigned Owner is desirous of destroying the Structure, as defined below, located on its property described herein; and

WHEREAS, the Owner requires a release from liability in order to accommodate said Department in its training exercises; and

WHEREAS, the Owner desires to make clear that it gives its permission to the Department to enter upon the Owner's property and conduct training activities that will likely result in the destruction of the Structure;

Now, therefore, in consideration of the mutual covenants flowing each to the other, the parties hereto agree as follows:

1.

The Department agrees to perform, and Owner consents and agrees to the Department's performance of destructive training in a structure (the "Structure") currently planned by Owner to be demolished, and of no value, located at: 100 and 102 Palm Street, Holly Springs, GA 30115

Beginning upon execution of this Agreement until April 30, 2014 unless such date is extended or reduced by mutual written agreement of the parties hereto.

2.

The Owner herein warrants that it alone holds clear title to the Structure and its surrounding property, that there are no liens against the Structure or its surrounding property or other encumbrances of record otherwise in conflict with the demolition of the Structure by the Department as described herein, that there are no tenants of the Structure or its surrounding property, that Owner has no insurance of any type that will apply to the demolition of the Structure, and that no other persons or entities have any ownership interests whatsoever in the Structure or its surrounding property. Owner agrees that it shall make no claim under any insurance policy whatsoever with regard to the demolition of the Structure, or related activities, as contemplated by this Agreement.

3.

The Department agrees, to the extent, if any, allowed by law, to release the Owner from any damage or injury resulting from the aforesaid Department training exercises and further agrees, to the extent, if any, allowed by law, to indemnify and hold harmless the Owner from any damage or injury resulting from the aforesaid Department training exercises.

4.

The Owner further agrees to be responsible for removal and proper disposal of any and all debris remaining at or around the Structure site upon the termination of this Agreement.

5.

Owner understands that it is the intent of the Department to burn or otherwise demolish the Structure, specifically for training purposes, and utilize all fire-control measures as deemed necessary by personnel of the Department. Owner certifies that the Structure and surrounding property have been inspected to determine the presence of any material composed of or containing asbestos, and that any such materials found in, on, or around the Structure have been removed and disposed of in accordance with the Georgia Asbestos Safety Act and the National Emission Standards for Hazardous Air Pollutants as established by the U.S. Environmental Protection Agency. Owner further certifies that the Structure and surrounding property have been inspected to determine the presence of any other materials or conditions that are controlled or regulated in their use by an occupational or environmental agency of the State of Georgia or federal government, or that may present an unanticipated or hidden hazard to personnel or the environment in the course of the proposed training activities and demolition of the

Structure, and that any such hazards have been removed, corrected, or otherwise eliminated, in compliance with all applicable laws and regulations, in preparation for said training.

In witness whereof, each of the parties hereto has duly executed this Agreement, effective this day and year, first above written.

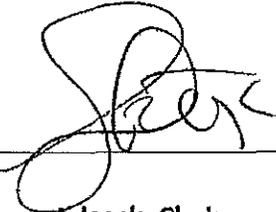
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L.B. "BUZZ" AHRENS – CHAIRMAN

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NOTARY PUBLIC

CHEROKEE COUNTY



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Steve Adcock, Chair

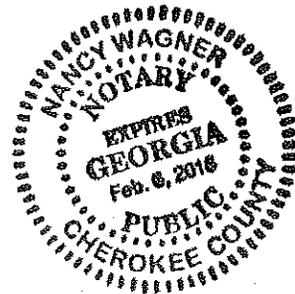


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NOTARY PUBLIC

DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS

[AFFIX CORPORATE SEAL]







## Cherokee County, Georgia Agenda Request

SUBJECT: DUI/Drug Court Budget Amendment

MEETING DATE: April 1, 2014

SUBMITTED BY: Lynn Epps

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**COMMISSION ACTION REQUESTED:**

Approve new Part-Time position for DUI/Drug Court Case Worker and approve Budget Transfer of funds for 2014 Budget from Professional Services to Personal Services.

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**FACTS AND ISSUES:**

Responsibilities of position have previously been filled by contract labor. This has enabled us to establish job competency and ongoing necessity prior to hiring. The position will now enable us to PROVIDE the benefits of being a part-time employee (W-2 v. 1099) and RECEIVE the benefit of keeping the person who has proven competency in fulfilling the required duties.

---

**BUDGET:**

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

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

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**ADMINISTRATIVE RECOMMENDATION:**

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**REVIEWED BY:**

DEPARTMENT HEAD:

Handwritten signature of Angela Hamby.

AGENCY DIRECTOR:

Handwritten signature of Lynn Epps.

COUNTY MANAGER

Large handwritten signature of the County Manager.

**Cherokee County Board of Commissioners  
Position Reclassification Request**

Current Position Title:	<u>Administrative Assistant</u>	Grade	<u>129</u>
Requested Position Title:	<u>Case Manager</u>	Grade	<u>129</u>
Department	<u>DUI/Drug Court</u>	Year	<u>2014</u>

Background/ Reason for reclassification: Hired at Admin. Asst. until training could be completed and job competency could be established to move into the additional position responsibilities of Case Manager.

Capital Outlay (If any, include on Capital Request Form)

<u>Account #</u>	<u>Description</u>	<u>Amount</u>
_____	_____	_____
_____	_____	_____

Operation and Maintenance Expense (Include on Operation Expense Form)

<u>Account #</u>	<u>Description</u>	<u>Amount</u>
_____	_____	_____
_____	_____	_____

Personnel Services Cost

	<u>Current</u>	<u>Proposed</u>	<u>Account #</u>
Annual Pay	<u>\$32,457.36</u>	<u>\$33,431.08</u>	<u>2,2320,000</u>
FICA	_____	_____	_____
Medicare	_____	_____	_____
Overtime	_____	<u>\$</u>	_____
Life Insurance	_____	_____	_____
Health Insurance	_____	_____	_____
Dental Insurance	_____	_____	_____
LTD	_____	_____	_____
STD	_____	_____	_____
DB Pension	_____	_____	_____
TOTAL	_____	_____	_____
Additional Cost	_____	_____	_____

**SIGNATURES**

Dept Director Angelea Hamby

Agency Director [Signature]

Finance Director \_\_\_\_\_

HR Director \_\_\_\_\_

County Manager \_\_\_\_\_

Recommend for approval

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**CHEROKEE COUNTY BOARD OF COMMISSIONERS  
PERSONNEL ACTION FORM**

**I. IDENTIFICATION INFORMATION:**

Employee Name: Hays Heather A. Employee # 613895  
Last First MI

**II. TYPE OF ACTION (mark appropriate action)**

<u>Appointment</u>	<u>Separation</u>	<u>Pay Change</u>	<u>Other Change</u>
<input type="checkbox"/> Regular	<input type="checkbox"/> Resignation	<input checked="" type="checkbox"/> Promotion (attach documentation)	<input type="checkbox"/> Probation Completed
<input type="checkbox"/> Temporary	<input type="checkbox"/> Dismissal	<input type="checkbox"/> Demotion (attach documentation)	<input type="checkbox"/> Transfer/Reassignment
<input type="checkbox"/> Full-Time	<input type="checkbox"/> Retirement	<input type="checkbox"/> Review (3/6 month)	<input type="checkbox"/> Status Change
<input type="checkbox"/> Part-Time	<input type="checkbox"/> Disability	<input type="checkbox"/> Annual	<input type="checkbox"/> Address Change
<input type="checkbox"/> Other (explain)	<input type="checkbox"/> Deceased	<input type="checkbox"/> Other (explain)	<input type="checkbox"/> Other (explain)

**III. EMPLOYMENT DATA:**

Effective Date of Change March 31, 2014

	<u>Current Data</u>	<u>New Data</u>
Job Title/Grade	<u>Administrative Assisnant</u>	<u>Case Manager</u>
Department	<u>DUI Court/2,2320,000</u>	<u>DUI Court/2,2320,000</u>
Hourly/Annual Rate	<u>\$15.60/\$32,457.36</u>	<u>\$16.07/\$33,431.08</u>

**IV. ADDRESS / TELEPHONE DATA (complete for New Hire and changes)**

Mailing Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Social Security # \_\_\_\_\_ Birthdate:  / / Sex:  Male  Female  
 Married  Single  Divorced  Widowed Ethnic Origin \_\_\_\_\_

**V. SEPARATION**

Effective Date: \_\_\_\_\_ Last Day Worked: \_\_\_\_\_ Consider for Rehire?  Yes  No  
 Reason for Separation (attach documentation): \_\_\_\_\_

**VI. SIGNATURES**

<u>[Signature]</u> Employee	<u>3/14/14</u> Date	<u>Angela Hamby</u> Supervisor	<u>3/14/14</u> Date
<u>[Signature]</u> Agency/Department Director	<u>3/14/14</u> Date	_____ Human Resources	_____ Date
		_____ County Manager	_____ Date

Below for Payroll/Human Resources Use Only:

Accrued Vacation Time/Pay \_\_\_\_\_ hrs/\$ \_\_\_\_\_ Accrued Comp Time/Pay \_\_\_\_\_ hrs / \$ \_\_\_\_\_  
 Other: \_\_\_\_\_ hrs/ \$ \_\_\_\_\_ Other: \_\_\_\_\_ hrs/ \$ \_\_\_\_\_  
 H.R Munis/ABRA \_\_\_\_\_ Date \_\_\_\_\_ Payroll \_\_\_\_\_ Date \_\_\_\_\_

RECEIVED MAR 19 2014

Revised 7/2013

**Cherokee County Board of Commissioners  
New Personnel Request**

**Position Title** Case Worker **Grade** 128

**Department** DUI/Drug Court **Date of Hire** March 31, 2014

**# Positions Requested** 1 - Part Time

**Background/ Reason for new position:** The responsibilities of this position are being completed through contract labor personnel as they have been for for over a year. Funds for new position would move from professional services to personal services, not requiring additional funding. This will enable us to PROVIDE the benefit of having taxes withheld and RECEIVE the benefit of keeping the personnel that has proven competency in the position.

**Capital Outlay (Include on Capital Outlay form)**

Account #	Description	Amount

**Operation and Maintenance Expense (Include on Operations Expense Form)**

Account #	Description	Amount

<b>Personnel Services Cost (to be completed by Human Resources)</b>	
Annual Pay	<u>19,500.00</u>
FICA	<u>                  </u>
Overtime	<u>                  </u>
Life Insurance	<u>                  </u>
Health Insurance	<u>                  </u>
Dental Insurance	<u>                  </u>
STD	<u>                  </u>
LTD	<u>                  </u>
DB Pension	<u>                  </u>
<b>TOTAL</b>	<u>                  </u>

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

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

**Instructions:**

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

**REVENUES:**

Department Org Code	Object	Account Name	Amount

**EXPENDITURES:**

Department Org Code	Object	Account Name	Amount
2,2320,000	52,1200	Professional Services	-8,100.00
2,2320,000	51,1200	Part Time Employees	8,100.00

**PURPOSE OF TRANSFER/ AMENDMENT**

Moving person from 1099 employee to payroll

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Department Head Approval:

*Angela Hamby*

County Manager Approval:

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

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### Cherokee County, Georgia Agenda Request

SUBJECT: Additional Design Services for  
Intersection Improvements at  
SR 140 at East Cherokee Drive

MEETING DATE: April 15, 2014

SUBMITTED BY: Geoffrey E. Morton

**COMMISSION ACTION REQUESTED:**

Consider approval of an amendment to the professional services contract with AMEC Environment & Infrastructure, Inc., for additional design revisions and updates to the SR 140 and East Cherokee Drive intersection improvement project in the amount of \$33,264.00.

**FACTS AND ISSUES:**

The SR 140 at East Cherokee Drive intersection improvement project was originally designed by AMEC (formerly MACTEC) in 2008. Their original proposal included costs associated with updating the plans to current site conditions and also for updating the plans to current GDOT and EPD standards.

There has been additional work involved with two items – first is the issues involved with the improvements to the vertical geometry of SR 140, east of the intersection that have resulted in additional surveying and design not anticipated in the original PSA.

Second, since beginning the revision to this design under the original PSA, a development in the southwest corner of the intersection has been proposed and the designer has had to incorporate the improvements required by that development into this intersection improvement project.

**BUDGET:**

Budgeted Amount:	\$2,250,000.00	Account Name:	SPLOST – East Cherokee Drive
Amount Encumbered:	\$ 128,450.00	Account #:	62068
Amount Spent to Date:	\$ 0.00		
Amount Requested:	\$ 33,264.00		
Remaining Budget:	\$2,088,286.00		

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 an amendment to the professional services contract with AMEC Environment & Infrastructure, Inc., for additional design revisions and updates to the SR 140 and East Cherokee Drive intersection improvement project in the amount of \$33,264.00.

**REVIEWED BY:**

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

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

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



April 1, 2014

Mr. Geoffrey E. Morton, PE  
Public Works Agency, Director  
Cherokee County, Georgia  
1130 Bluffs Parkway  
Canton, Georgia 30114

**Subject: Change Order for SR 140 @ East Cherokee Drive Intersection Upgrades  
Cherokee County Project Number CPR-140-765-(057)01**

Mr. Morton:

Based upon additional work involved with raising the profile on the east side of the subject intersection, AMEC requests the following change order.

Based on our meeting dated Monday, March 31, 2014 the following scope is proposed:

- Phase VII – Additional effort to complete project
- A. Summary of Quantities
  - B. Staging Plans
  - C. Erosion Control Plans
  - D. Right of Way Plans
  - E. Plan review comments dated 3/18/14

AMEC proposes to provide these scope items for a **FIXED PRICE FEE** of **\$33,264.00**. We have attached a spreadsheet to identify backup for our pricing effort. We will invoice the County based on our estimate of percent complete.

AMEC can begin work on the project within three (3) business days of authorization and we estimate that the work will take approximately four (4) weeks to complete.

AMEC will provide two (2) submittals. The first will be one 95% complete full size set of drawings to the County for review and comment prior to final submittal. After incorporating the revisions discussed during the county review, we will prepare a final submittal consisting of five (5) full size sets of construction drawings, two (2) half size sets and electronic files in MicroStation format.

We appreciate the opportunity to provide our services to you and look forward to completing this project. If you have any questions please contact Ken Timpson at 770.421.3467.

Sincerely,

**AMEC Environment & Infrastructure, Inc.**

Ken D. Timpson, PE  
Senior Engineer

Glenn N. Coffman, PE  
Project Manager

AMEC Environment & Infrastructure, Inc.  
1075 Big Shanty Road NW, Suite 100  
Kennesaw, Georgia 30144  
Phone: + (770) 421-3400  
Fax: +1 (770) 421-3486  
www.amec.com



Phase	Description	Total Hours	Total Cost	Total Direct Labor	Total Other Direct Cost	Total Indirect Costs	Indirect Costs					Other Direct Costs					
							Principal	Senior II	Senior I	Engineer 2	Technician 6	Reproduction	Travel	Postage	Southeastern	Environmental	GeoTech
	Totals =>	822	\$ 97,774.00	\$ 81,788.00	\$ 14,686.00	\$ 1,800.00	\$ 175.00	\$ 135.00	\$ 110.00	\$ 100.00	\$ 75.00	\$ 1,300.00	\$ -	\$ -	\$ 10,986.00	\$ -	\$ 3,700.00
1	Minor Plan Revisions	0	\$ -	\$ -	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Incorporate New Site	0	\$ -	\$ -	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Signal Modifications	2	\$ 1,770.00	\$ 270.00	\$ 1,500.00	\$ -	0	2	0	0	0	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -
4	Major Plan Revisions	539	\$ 59,040.00	\$ 58,040.00	\$ -	\$ 1,000.00	8	144	205	40	142	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
5	Additional Survey	0	\$ 3,700.00	\$ -	\$ 3,700.00	\$ -	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,700.00
6	Cost to Complete	281	\$ 33,264.00	\$ 23,478.00	\$ 9,486.00	\$ 300.00	0	41	72	112	56	\$ 300.00	\$ -	\$ -	\$ 9,486.00	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -





### Cherokee County, Georgia Agenda Request

SUBJECT: Dudley Drive Pipe Replacement Project      MEETING DATE: April 15, 2014

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

**COMMISSION ACTION REQUESTED:**

Consider approval of proposal from Summit Construction & Development, LLC, for construction of a pipe culvert replacement on Dudley Drive in the amount of \$97,898.69.

**FACTS AND ISSUES:**

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

Bids were requested for the pipe boring contract, with three (3) bidders responding.

**BUDGET:**

Budgeted Amount:	\$200,000.00	Account Name: Storm Drainage Improvements
Amount Encumbered:	\$ 0.00	Account #: 64008
Amount Spent to Date:	\$ 68,400.00	
Amount Requested:	\$ 97,898.69	
Remaining Budget:	\$ 33,701.31	

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

Contract: Yes  No  Ordinance/Resolution: Yes  No

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

**ADMINISTRATIVE RECOMMENDATION:**

Approval of proposal from Summit Construction & Development, LLC, for construction of a pipe culvert replacement on Dudley Drive in the amount of \$97,898.69.

**REVIEWED BY:**

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

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

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

# Procurement Summary

**Date Submitted:** 2-Apr-14  
**Submitted by:** Savannah Shadburn  
**RFB Number:** 2014-39: Dudley Dr Pipe Replacement  
**Value of Contract:** \$97,898.69  
**Period of Performance:** 120 days from NTP  
**Supplier Name:** Summit Construction  
**General Description:** Replacement of Existing 18 inch storm drain pipe at Dudley Dr  
**Source of Funds:**

## Contract Information

### Proposed Contract Type

<input checked="" type="checkbox"/>	Standard Construction 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  No\*

Number of Bidders Contacted / Number of Bids Received:  WEB |  3

Supplier Selection Based on:

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

Weight	Evaluation Criteria
100%	Price

If Award to Non-County Business:  
(If Applicable)

<input checked="" type="checkbox"/>	No <i>Cherokee County</i> Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input 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
	\$ 97,898.69	Summit Construction	Stone Mountain, GA	
	\$ 99,809.40	Strack, Inc	Fairburn, GA	
	\$ 108,275.68	Georgia Development Partners	Fairburn, GA	

Fair Price Determination:

Method	Price Analysis Type
<input checked="" type="checkbox"/>	Lowest Bidder
<input 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:

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Why Other Than Low Bidder Selected:

(If Applicable)

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\*Notes:

High: \$108,275.68 - Low: \$97,898.69 - Average: \$101,994.59  
Savings/High: \$10,376.99 - Savings/Average: \$4,095.95

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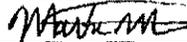
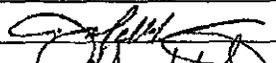
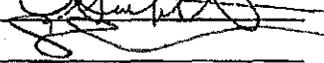
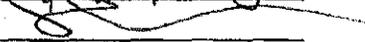


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**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

RFB/RFP No.: 2014-39  
 RFB/RFP NAME: DUDLEY DR PIPE REPLACEMENT  
 OPENING DATE/TIME: DUE 9:45AM - OPEN 10:00AM MARCH 26, 2014

Opening/Reading Attendance

COMPANY	PRINT NAME	SIGNATURE
Summit Construction	Maurice Waller	
Georgia Development	Joshua Jones	
Citizens of County	George Montzou	
Cherokee Co	Samuel Smith	

Proposals Received (no particular order)

NAME	CITY/STATE	Date & Time Rcvd	Bid Proposal	Noncol. Aff	Bid Bond	E-Verify	Schedule of Items	Price
GA Development		3-26-14 9:35am	Y	Y	Y 5%	Y	Y	\$108,275.68
Summit		3-26-14 8:40am	Y	Y	Y 5%	Y	Y	\$97,898.69
Stack Inc		3-25-14 10:00am	Y	Y	Y 5%	Y	Y	\$99,909.40

Notes:

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## CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-39  
 RFB/RFP NAME: DUDLEY DR PIPE REPLACEMENT  
 OPENING DATE/TIME: DUE 9:45AM - OPEN 10:00AM MARCH 26, 2014

Opening/Reading Attendance

COMPANY	PRINT NAME	SIGNATURE
SUMMIT CONSTRUCTION	MAURICE WALTER	_____
GEORGIA DEVELOPMENT	JOSH MANER	_____
CHEROKEE COUNTY	GEOFF MORTON	_____
CHEROKEE COUNTY	SAVANAH SHADBURN	_____

Proposals Received (no particular order)

NAME	CITY/STATE	Date & Time Rcvd	Bid Proposal	Noncol. Aff	Bid Bond	E Verify	Schedule of Items	Price
GEORGIA DEVELOPMENT PARTNERS	FAIRBURN, GA	03/26/2014 9:35 AM	YES	YES	YES	YES	YES	\$ 108,275.68
SUMMIT CONSTRUCTION	STONE MOUNTAIN, GA	03/26/2014 8:36 AM	YES	YES	YES	YES	YES	\$ 97,898.69
STRACK, INC	FAIRBURN, GA	03/25/2014 10:30 AM	YES	YES	YES	YES	YES	\$ 99,909.40

Notes:

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## CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: **2014-39**

RFB/RFP NAME: **DUDLEY DR PIPE REPLACEMENT**

OPENING DATE/TIME: **DUE 9:45AM - OPEN 10:00AM MARCH 26, 2014**

ITEM NO.	ITEM DESCRIPTION	PLAN QTY	GEORGIA DEVELOPMENT		SUMMIT CONSTRUCTION		STRACK	
			UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT	UNIT PRICE	CONTRACT AMOUNT
150-1000	TRAFFIC CONTROL	LS 1	\$ 2,760.00	\$ 2,760.00	\$ 35,611.14	\$ 35,611.14	\$ 6,676.60	\$ 6,676.60
161-1000	EROSION CONTROL	LS 1	\$ 7,475.00	\$ 7,475.00	\$ 4,168.95	\$ 4,168.95	\$ 10,310.00	\$ 10,310.00
615-1100	JACK AND BORE PIPE, STEEL, 36 INCH, ASTM A 139, GRADE B OR EQV	LF 128	\$ 681.46	\$ 87,226.88	\$ 396.10	\$ 50,700.80	\$ 480.25	\$ 61,472.00
500-3800	CLASS A CONCRETE, INCL REINF STEEL (GDOT STD 1125)	CY 6	\$ 1,437.50	\$ 8,625.00	\$ 1,020.30	\$ 6,121.80	\$ 2,695.00	\$ 16,170.00
700-9300	SOD	SY 320	\$ 6.84	\$ 2,188.80	\$ 4.05	\$ 1,296.00	\$ 16.19	\$ 5,180.80
			\$ 108,275.68		\$ 97,898.69		\$ 99,809.40	

Low	\$ 97,898.69
High	\$ 108,275.68
Average	\$ 101,994.59
Savings/High	\$ 10,376.99
Savings/Avg	\$ 4,095.90



Cherokee County  
Board of Commissioners

Department of Transportation  
1130 Bluffs Parkway  
Canton, Georgia 30114

Bid Documents

Dudley Drive Pipe Replacement Project  
PR 1241-1 (057), Cherokee County

BID NO.: 2014-39 – Re-Issue of RFB# 2014-31

BID DATE: MARCH 26, 2014

PROJECT: DUDLEY DRIVE PIPE REPLACEMENT, PR-1241-1 (057), CHEROKEE  
COUNTY

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CONTRACT TIME .....LIQUIDATED DAMAGES

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

# Section One

## Bid Documents

# Bid Proposal

## Table of Contents

Notice to Contractors	Page 5-6
Bid Proposal	Page 7-9
Bid Bond	Page 10-12
Noncollusion Affidavit of Prime Bidder	Page 13
Schedule of Items	Page 14
Project Specifics	Page 15-16

# Notice to Contractors

**BID NO.: 2014-39**

The Cherokee County Roadway Capital Program Management Division is requesting bids for the following project: Dudley Drive Pipe Replacement; PR-1241-1(057), Cherokee County, as per current Georgia DOT Standards and Specifications. Bidders must be unconditionally qualified prospective bidders in accordance with Chapter 672-5 of the Rules of the Georgia Department of Transportation.

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

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

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

Sealed bids will be received by **The Board of Commissioners of Cherokee County, Georgia, in the Office of Procurement & Risk Management, Upper Level, 1130 Bluffs Parkway, Canton, Georgia 30114**, until 9:45 a.m. local time Wednesday, March 26, 2014. At 10:00 a.m. local time on the above date, the bids will be publicly opened and read aloud.

Any inquiries concerning this bid should be made in writing to Geoffrey E. Morton, P.E., County Engineer, Office of Roadway Capital Program Management, 1130 Bluffs Parkway, Canton, Georgia 30114. The deadline for making inquiries is 5:00 p.m., Friday March 21, 2014. Cherokee County shall inform all bidders of its response to any inquiries that may lead to the issuance of an addendum.

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

**Dudley Drive Pipe Replacement Project; PR-1241-1(057), Cherokee County**

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

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

## 5. Contractor Affidavit and Agreement

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

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

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

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

Geoffrey E. Morton, P.E.  
County Engineer  
March 12, 2014

# PROPOSAL

Bid Proposal, page 1 of 3

Proposal of Summit Construction & Development LLC (Hereinafter called "Bidder") a contractor organized and existing under the laws of the State of and doing business as Prime Contractor.

TO: Cherokee County  
(Hereinafter called "County")

Gentlemen:

The Bidder in compliance with your Notice to contractors and all Bidding Documents for the **Dudley Drive Pipe Replacement Project; PR-1241-1(057), Cherokee County**, contract, having examined the plans and specifications with related documents and the site of other proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract, on the form provided by Cherokee County, with Cherokee County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

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

Bidder agrees to provide payment and performance bonds on the forms provided by Cherokee County and in conformance with applicable Georgia law. Any such bonds shall be subject to review and approval of the County Attorney.

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

Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment with seven (7) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work as specified by the schedule in Special Provision Section 108-08 of the Georgia Department of Transportation Standard Specifications, 2001 Edition.

Bidder acknowledges receipt of the following addenda:

NO addenda

The undersigned Bidder further agrees that in case of failure on his part to execute said contract and bonds, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after notification of award thereof, the Bid Bond or certified check accompanying his bid and the money payable hereon shall be forfeited to the County not as a penalty, but as liquidated damages because actual damages would be difficult or impossible to determine; otherwise, the check or Bond accompanying this proposal shall be returned to the Bidder.

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

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

Summit Construction + Development LLC

2108 Bentley Drive Stone Mt, Georgia 30087

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

Bid Proposal, page 3 of 3

Cherokee County, Georgia

Signed, sealed, and dated this 25 Day of March, 2014.

Bidder: Summit Construction + Development LLC  
(Company Name)

By: Maatrice Walter

Title: Project Engineer

Mailing Address:

2108 Bentley Drive  
Stone Mountain, Georgia 30087

**BID BOND**

**CHEROKEE COUNTY, GEORGIA**

**BIDDER (Name and Address):**

Summit Construction & Development, LLC, 2108 Bentley Drive, Stone Mountain, GA 30087

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

Philadelphia Indemnity Insurance Company, 231 St. Asaph's Blvd., Suite 100, Bala Cynwyd, PA 19004

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

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

**BID**

**BID DUE DATE:** 03/26/14

**PROJECT (Brief Description Including Location):**

Dudley Drive Pipe Replacement Project; PR 1241-1 (057), Cherokee County

**BOND**

**BOND NUMBER:** PB11509600966-45

**DATE (Not later than Bid due date):** 03/24/14

**PENAL SUM:** Six thousand, five hundred and no/100 \$6,500.00  
(Words) (Figures)

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

**BIDDER**

**SURETY**

Summit Construction & Development, LLC (Seal)

Philadelphia Indemnity Insurance Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: [Signature]  
Signature and Title:

By: Andrea Haight  
Signature and Title: Andrea J. Michael Haight, Attorney-in-fact  
(Attach Power of Attorney)

Attest: [Signature]  
Signature and Title:

Attest: [Signature]  
Signature and Title: Jeremy Crawford, Vice President

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
231 St. Asaph's Rd., Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: Michael Williams, Jeremy Crawford, William J. Nemeec & Andrea Joy Michael Haight of C\*CI Surety, Inc., a Minnesota Corporation;

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$4,000,000.00;

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 15<sup>TH</sup> DAY OF NOVEMBER 2012.

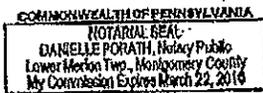


(Seal)

*Sean Sweeney*  
\_\_\_\_\_  
President

Sean S. Sweeney, President  
Philadelphia Indemnity Insurance Company

On this 15<sup>th</sup> day of November 2012, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

*Danielle Porath*  
\_\_\_\_\_

residing at:

Bala Cynwyd, PA \_\_\_\_\_

(Notary Seal)

My commission expires:

March 22, 2016 \_\_\_\_\_

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Sean S. Sweeney, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24<sup>th</sup> day of March 2014.



*Craig P. Keller*  
\_\_\_\_\_  
Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Georgia )

)ss.

County of Cherokee )

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

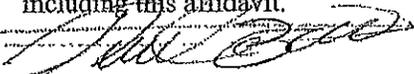
(1) He is owner (Owner, Partner, Officer,  
Representative, or Agent) of the Bidder that has submitted the attached Bid;

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

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

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

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

 (Signed)

RUBEN DORN Name

C.O.O Title

Subscribed and Sworn to before me  
this 15 Day of March, 2014.

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

**EXHIBIT "A"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

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

357508  
Federal Work Authorization User Identification  
Number

9-14-2010  
Date of Authorization

Summit Construction and Development LLC  
Name of Contractor

2014-39; Dudley Dr Pipe Replacement  
Name of Project

Cherokee County Board of Commissioners  
Name of Public Employer

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

Executed on March, 25, 2014 in Stone Mtn. (city),  
Georgia (state).

Maurice Walter  
Signature of Authorized Officer or Agent

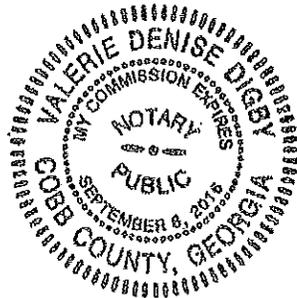
Maurice Walter  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 25 DAY OF  
March, 2014.

[Signature]  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:  
9-6-14



DUDLEY DRIVE PIPE REPLACEMENT					
ITEM NO.	ITEM DESCRIPTION	UNIT	PLAN QTY	UNIT PRICE	CONTRACT AMOUNT
150-1000	TRAFFIC CONTROL	LS	1	\$ 35,611.14	\$ 35,611.14
161-1000	EROSION CONTROL	LS	1	\$ 4,168.95	\$ 4,168.95
615-1000	JACK AND BORE PIPE, STEEL, 36 INCH, ASTM A 139, GRADE B OR EQUIVALENT	LF	128	\$ 396.10	\$ 50,700.80
500-3800	CLASS A CONCRETE, INCL REINF STEEL (GDOT STD 1125)	CY	6	\$ 1,020.30	\$ 6,121.80
700-9300	SOD	SY	320	\$ 4.05	\$ 1,296.00
				TOTAL	\$ 97,898.69

## Project Specifics

1. It is the contractor's responsibility for coordination of utilities.
2. All borrow or waste pits are the contractor's responsibility.
3. All existing pipe that is to be abandoned and left in place shall be filled throughout its entire length with Class "B" Concrete. The cost of the Class "B" Concrete used for this purpose shall be included in the price bid for other items.
4. Proper State of Georgia erosion control guidelines and measures are to be followed during construction.
5. All BMP's required or needed to maintain the project, final dressing and permanent grassing shall be included in the cost for Lump Sum Erosion Control.
6. Road to be **open** to traffic during construction.
7. All disturbed areas are to be hydro-seeded and mulched per GDOT specifications and cost to be included in Erosion Control – Lump Sum except the existing yard which shall be sodded with like kind sod and which shall be paid for under a separate bid item.
8. All material from the boring operation shall be disposed of daily and not allowed to be left on the site.
9. All incidental items to be included in the overall cost of the pipe.
10. Steel Pipe material to meet the attached requirements for steel pipe.
11. Inlet and Outlet Headwalls GDOT STD 1125 required.
12. Outlet headwall bottom to be poured to the lake bed level.
13. All trees to be removed on the inlet end of the pipe, to facilitate the boring operation, shall be approved for removal by the Project Manager - Wilburn Debord.
14. Protect all landscaping on the outlet end slope and minimize damaged to slope. All damaged landscaping to be replaced at contractor's expense.
15. Outlet headwall to be poured by pump truck to avoid damaging existing landscaping.





### Cherokee County, Georgia Agenda Request

SUBJECT: PSA for Printing and Mailing Tax Assessment Notices MEETING DATE: 04/15/2014

SUBMITTED BY: John Adams

**COMMISSION ACTION REQUESTED:**

Requesting authorization to award Professional Services Agreement for the printing and mailing of the County's Tax Assessment Notices to the highest evaluated proposer, SouthData, Inc, in the not-to-exceed amount of \$42,320.00.

**FACTS AND ISSUES:**

RFP 2014-41 was issued on March 14, 2014 requesting proposals from qualified firms to provide printing and mailing services to support the Tax Assessor's office in mailing the 2014 tax assessment notices. Proposals were received on March 27, 2014 from three (3) firms, which were evaluated by the cost proposal (70%) and the ability to provide the services (30%). The County has a strict deadline of mailing the notices by the second Monday in May (05/12/2014), with final files being delivered to the supplier after the May 10<sup>th</sup> Board of Assessors meeting.

In prior years, this service has been performed by the Tax Assessor's staff, and postage alone cost the department approximately \$46,000.00 in FY 2013.

**BUDGET: FY 2014**

Budgeted Amount:	\$ 6,375.00	Account Name: Printing and Binding
Amount Encumbered:	202.00	Account #: 11550000-523400
Amount Spent to Date:	2,953.81	
Amount Requested:	<u>10,000.00</u>	
Remaining Budget:	\$ (6,780.81)	

Budgeted Amount:	\$ 57,500.00	Account Name: Postage
Amount Encumbered:		Account #: 11550000-523250
Amount Spent to Date:	6,630.05	
Amount Requested:	<u>32,320.00</u>	
Remaining Budget:	\$ 18,549.95	

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:**

Award Professional Services Agreement for the printing and mailing of the County's Tax Assessment Notices to the highest evaluated proposer, SouthData, Inc, in the not-to-exceed amount of \$42,320.00.

**REVIEWED BY:**

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

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

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

# Procurement Summary

**Date Submitted:** 8-Apr-14  
**Submitted by:** Savannah Shadburn  
**RFB Number:** 2014-41  
**Value of Contract:** NTE \$42,320.00  
**Period of Performance:** May 12, 2014 for first mailings  
**Supplier Name:** SouthData, Inc  
**General Description:** Printing and mailing the County's Tax Assessment Notices  
**Source of Funds:** Printing/binding and postage

## Contract Information

### Proposed Contract Type

	Standard Professional Services Agreement
	PSA with Exceptions Approved by Counsel
	Supplier Agreement Approved by Counsel
	Standard Purchase Order

Formal Advertised Procurement:  Yes  No\*

Number of Bidders Contacted / Number of Bids Received: 3 / 3

Supplier Selection Based on:

	Only One Bidder
	Lowest Bidder
	Lowest Evaluated Bidder
	Highest Proposal Scoring
	Other*

Weight	Evaluation Criteria
70%	Price
30%	Service Plan / Delivery Timing

If Award to Non-County Business:  
(If Applicable)

	No <i>Cherokee County</i> Business submitted bid/proposal
	CC Business bid/proposal was non-responsive/not-responsible
	CC Business not within 5% of Low Bid (for consideration)
	CC Business Total Evaluated Score inadequate (for consideration)

### Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location	Rep Brand
96.06	\$ 42,000.00	SouthData	Mt Airy, NC	
90.88	\$ 42,114.00	The Master's Touch	Spokane, WA	
70.00	\$ 39,663.50	Diversified Companies	Chattanooga, TN	

Fair Price Determination:

Method	Price Analysis Type
	Lowest Bidder
	Lowest Evaluated Bidder
	Best Pricing Among Comparable Features / Suppliers
	Market Analysis or Market Pricing
	State Contract Pricing
	Other, see attached price analysis.

Important Price Evaluation Notes: Cost proposal includes all materials for printing the assessment notices and envelopes and postage estimate for mailing the notices.

Why Other Than Low Bidder Selected: Diversified Companies indicated that they would not be able to commit to the County's tight schedule for printing and mailing the Assessment Notices.

\*Notes:

Tax Assessment Notices must be postmarked by the second Monday in May. Final approval of Assessment records is to be made at the May 10 Board of Assessors meeting. Final data files will be sent to the supplier at the conclusion of this meeting; these files will be used by the supplier to print and mail the Tax Assessment Notices by the deadline.

High: \$42,114.00 - Low: \$39,663.50 - Average: \$41,259.17  
Savings/High: \$114.00 - Savings/Average: \$(740.83)

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

RFB/RFP No.: 2014-41  
 RFB/RFP NAME: Tax Assessment Printing and Mailing Services  
 OPENING DATE/TIME: March 27, 2014 at 10:00am

**Opening/Reading Attendance**

COMPANY	PRINT NAME	SIGNATURE
CHEROKEE COUNTY	SAVANAH SHADBURN	
CHEROKEE COUNTY	DALE JORDAN	

**Proposals Received (no particular order)**

<u>NAME</u>	<u>CITY/STATE</u>	<u>SOW</u>	<u>Evaluation Wrksh</u>	<u>Cost Proposal</u>	<u>E Verify</u>	<u>Addenda Ackn.</u>	<u>Non-Collusion</u>	<u>Submission Ackn.</u>	<u>Refs</u>	<u>PSA Accept.</u>
South Data, Inc	Mt Airy, NC	YES	YES	YES	YES	A	YES	YES	YES	B
The Master's Touch	Spokane, WA	YES	YES	YES	YES	YES	YES	YES	YES	YES
Diversified Companies	Chattanooga, TN	YES	YES	YES	YES	A	YES	YES	YES	B

Notes:  
 A: Form not signed - No addenda were released for this project.  
 B: Form not signed - No exceptions stated on form.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-41  
 RFB/RFP NAME: Tax Assessment Printing and Mailing Services  
 OPENING DATE/TIME: March 27, 2014 at 10:00am

	South Data	Diversified	Masters
Assessments	100,000	100,000	100,000
Adjusted (allowing for Consolidation)	85,000	78,563 19,688 1,848	75,000
<3.5%	2,966.50		1000
	\$ -	\$ 175.00	\$ -
		Rates	Rates
		\$ 0.381 70000	\$ 0.378 85% \$ 24,097.50 \$ 32,130.00
		\$ 0.406 3500	\$ 0.403 5% \$ 1,511.25 \$ 2,015.00
		\$ 0.406	\$ 0.403 5% \$ 1,511.25 \$ 2,015.00
		\$ 0.435 3500	\$ 0.432 3% \$ 972.00 \$ 1,295.00
		\$ 0.460 1500	\$ 0.460 2% \$ 720.00 \$ 960.00
Average Cost Per Assessment	\$ 32,000.00	\$ 32,958.500	Calculated \$ 0.384 \$ 0.384
Per Envelope		\$ 0.030	\$ 0.024 \$ 1,800.00 2,400
Per Assessment		\$ 0.035	\$ 0.067 \$ 6,700.00 6,700
Per Assessment	\$ 0.10	\$ 0.065	Per Mailing \$/Assessment \$ 0.0850 \$ 0.0910
Fees, Printing & Envelopes	\$ 10,000	\$ 6,500	\$ 8,500 \$ 9,100
Totals	\$ 42,000.00	\$ 39,633.50	\$ 37,312.00 \$ 47,516.00
Non Postage Totals	\$ 10,000	\$ 6,675.00	\$ 8,500 \$ 9,100

Average Provided  
 \$ 33,614 \$ 33,909

\$ 42,114

\$ 37,312  
70

Today	3/28/2014	Days From Today	Today	Days From Today
Next BoC Meeting	4/15/2014	18	4/15/2014	18
Contract Award	4/16/2014	1	4/16/2014	1
File Approval	5/10/2014	24	5/10/2014	24
File Mailing	5/12/2014	2	5/12/2014	2

May 12th Deadline Meets deadline Can not meet deadline Meets deadline  
 3 - 4 days after proof approval  
 Pre-Mailing Set-up Time 1 - 2 Weeks Set-up Not Provided 1 - 2 Weeks Set-up

# CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-41

RFB/RFP NAME: Tax Assessment Printing and Mailing Services

OPENING DATE/TIME: March 27, 2014 at 10:00am

CRITERIA	WEIGHT	DETAILS
PRICE	70%	OVERALL TOTAL PRICE
RFP RELATED CRITERIA	30%	<b>CAN MEET DEADLINE AS STATED - YES TO BE EVALUATED</b> 10 - EXPERIENCE WITH WINGAP AND BI/TEK SOFTWARE 10 - QUALITY CHECKS 10 - REFERENCES

PROPOSER NAME	TOTAL	MAX 70 PRICE	MAX 30 RFP CRITERIA	Price
SouthData	96.06	66.06	30.00	\$ 42,000.00
The Master's Touch	90.88	65.88	25.00	\$ 42,114.00
Diversified Companies	70.00	70.00	0.00	\$ 39,633.50

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 April, 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 SouthData, Inc. ("Consultant"), collectively referred to as the "Parties."

### WITNESSETH THAT:

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as printing and mailing services; and

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

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

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

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

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

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

A. Project Description PSA 2014-41 in accordance with all specifications and pricing outlined in the Proposal dated March 27, 2014.

#### B. The Work

The Work to be completed under this Agreement (the "Work") consists of providing the supplies and equipment necessary for printing and mailing the County's Tax Assessment Notices.

#### 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 May 12, 2014 for first mailing of assessment notices. 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 compensation for Work performed shall be based upon the Cost Proposal submitted for RFP 2014-41 on March 27, 2014 and attached for reference as Exhibit E.

The pricing for the cost per assessment printed and installed into envelopes (print materials and envelopes to be provided by the Consultant) shall be ten (10) cents per assessment. The estimated number of assessments that are required to be mailed is 100,000. Thus, 100,000 assessments being mailed out would be at 10 cents each and equal \$10,000.

The price for postage is to be reimbursed based on Consultant's actual postage cost subject to the following not-to-exceed criteria. The Consultant provided expectation of the expected total cost for 100,000 assessments to be mailed out was estimated to be \$32,000 or 32 cents per assessment. The County's expectation is for the 32 cents or less average cost per assessment. The County will allow for a one (1) percent (32.32 Cents) overage across the actual number of assessments mailed. Thus, 100,000 assessments being mailed out should cost on average less than or equal to 32 cents each and equal \$32,000, with the County's maximum obligation of \$32,320 (1 percent over the Consultant provided estimate).

C. This section is left blank intentionally.

#### 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**

Andrew Blood 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 Consultant all necessary data files containing the County's assessment information, in order for Consultant to complete the Work.

**B. County's Representative**

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

**VI. TERMINATION**

A. The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date.

The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure.

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

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

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

## **VII. NO PERSONAL LIABILITY**

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

## **VIII. ENTIRE AGREEMENT**

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

## **IX. SUCCESSORS AND ASSIGNS**

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

## X. APPLICABLE LAW

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

## XI. CAPTIONS AND SEVERABILITY

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

## XII. BUSINESS LICENSE

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

## XIII. NOTICES

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

All communications relating to the day-to-day activities of the Work shall be exchanged between John Adams for the County and Andrew Blood 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:

Attn: Procurement Director  
Cherokee County Board of Commissioners  
1130 Bluffs Pkwy  
Canton, GA 30114

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

Attn: Andrew Blood  
SouthData, Inc  
201 Technology Lane  
Mount Airy, NC 27030

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

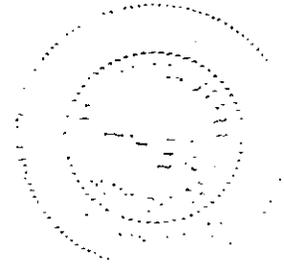
Approved as to form:

\_\_\_\_\_  
County Attorney

**CONSULTANT:**

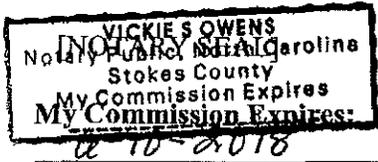
By: Alan Crowell  
Its: Executive VPO

[CORPORATE SEAL]



SIGNED, SEALED, AND DELIVERED  
in the presence of:

[Signature]  
Witness  
Vickie S. Owens  
Notary Public



**CHEROKEE COUNTY**

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

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

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

[NOTARY SEAL]

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

# Attachment B

## E-Verify Affidavit

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:

25833

Federal Work Authorization User Identification Number

9/29/2009

Date of Authorization

Corporation

Name of Contractor

Tax Assessment Printing and Mailing Services

Name of Project

N/A

Name of Public Employer

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

Executed on 26, March 2014 in  
W.H. Wiley (city), NC (state).

*Alan Connelly*

Signature of Authorized Officer or Agent

Alan Connelly, Exec. VP

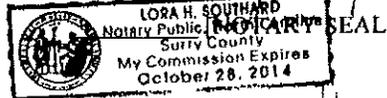
Printed Name and Title of  
Authorized Officer or Agent

#### Exemption from E-Verify Requirements

Please provide an explanation of why you are exempt from this requirement in the space below:

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 26 DAY OF

March, 2014.



NOTARY PUBLIC

*Justi Saline*

**EXHIBIT "B"**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

[NOTARY SEAL]

Subcontractor not to be used  
during the performance of this  
agreement.

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

**EXHIBIT "C"**

This section is left blank intentionally.

201 Technology Lane  
Mount Airy, NC 27030  
www.southdata.com

**SouthData**<sup>®</sup>  
Billing • Scanning • Networking

**Exhibit D**

tl-free 800.549.4722  
office 336.719.5000  
fax 336.789.4143

March 26, 2014

Procurement & Risk Management Department  
1130 Bluffs Parkway  
Canton, GA 30114

Thank you for the opportunity to respond to your request for proposal. Our Company is the vendor of choice for 63 county governments and 50 municipalities.

Using state-of-the-art machinery, sophisticated computer programs and automated systems, Southdata is well prepared to meet your technology requirements. Our people, Project Managers, Design Team and dedicated governmental Account Specialist are what truly makes our company extraordinary. We also utilize an on-site USPS employee who verifies all out-going mail before it is transported directly to the bulk mail center in Greensboro, NC.

Thank you again for your interest, we look forward to serving you.

Andrew S. Blood  
Georgia Account Executive  
SouthData, Inc.

Statement of Work Questionnaire

Please complete the following questionnaire following the instructions above. Please answer all the questions, due to formatting, the text may contain some items in the specifications/requirement cells that do not need to be addressed when responding to this form. These items will be blacked out.

#	Specification / Requirement	Detailed Explanation Required?	Meet: (Yes/No)	How Do You Meet These Specifications/Requirements?	Reference
1	Describe your experience working with WinGAP and BI/Tek software packages	Yes	Yes	<p>Our systems are well equipped to handle and convert data from WinGAP and Bi-Tek with no known issues.</p> <p><b>Experience Working with Bi-Tek:</b> SouthData has worked with Clients who utilize Bi-Tek software for over 10 years. We provide printing and mailing services to those clients, as well as, digital imagery that integrates with the software.</p> <p><b>Experience Working with WinGAP:</b> SouthData has completed over 100 successful print jobs derived from data files exported from WinGAP (Including Cherokee County). Our relationship with everyone associated with WinGAP has proven to be very effective and we currently have the ability to provide additional features beyond WinGAP's capabilities such as suppression of account number, value, or exemption code.</p>	See Attachment F

2	Describe the types of Quality Checks, typical results with examples from other counties and the benefits offered to the County with regard to improving first mailing delivery of Assessments.	Yes	Yes	<p>SouthData has the ability to preemptively validate and update Cherokee County's addresses by running its data through Delivery Point Verification and National Change of Address. This process allows the County to see which addresses the USPS considers an invalid delivery point prior to mailing. All reports are provided to the County at no additional cost.</p> <p>When processing "live" data, SouthData will standardize the County's addresses using Coding Accuracy Support System which will structure all valid addresses according the USPS standards. In addition, all taxpayers who have changed their address in the USPS NCOA database will automatically be mailed to their most recent address.</p>	See Attachment F
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3	<p>The Service Provider will no later than 12 May 2014 and after receiving the County's final five file outputs on 10 May 2014, provide the following services: print all assessments, insert into County approved envelopes, secure envelope to hold contents, consolidate for optimum postage rates, apply appropriate postage and deliver to post office in manner consistent with the postal rate requirements.</p>	Yes	Yes	<p>SouthData will guarantee 48 hour turnaround time from the time of job approval during normal Monday-Friday business days. While the County is working to complete its final digest, SouthData will work with test data files in order to setup all programming needed to effectively and efficiently prepare for the County's final live data submission.</p>	See Attachment F
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# PSA Exhibit E Pricing Schedule

# Exhibit E

## Cost Proposal

Please complete the following form(s) indicating your prices for the goods and or services solicited by this RFP. The prices entered into this form are intended to represent the pricing schedule that the parties will use for the term of the agreement and will become Exhibit E to the contract entered into between the County and the Supplier.

Task	Quantity	
Estimated Assessments to Deliver	100000	
	<b>Quantity</b>	
Typical Consolidation Opportunity (Actual number of envelopes expected to be mailed)	**Approximately 85,000	
	<b>Quantity</b>	
Typical Returned Mail Requiring a Second Mailing (Format Errors/Wrong Addresses/Postal Service)	**Less than 3.5%	
	<b>Price / % of Mailings</b>	
Postage Rates - Please indicate price and what percentage of the mailings the County can expect by category.	Five Digit Presort Rate	*value will vary depending on final data
	Three Digit Presort Rate	*value will vary depending on final data
	AADC	*value will vary depending on final data
	Mixed AADC	*value will vary depending on final data
	Regular Postage	*value will vary depending on final data
Set-up Price	Included	
File Delivery Price	Included	
Price Per Envelope	Included	
Price Per Assessment	\$0.10	
Tracking	Included	

\* Cherokee County should predict an average postage rate of about \$0.32 per mailed Assessment Notice. This rate is based of our experience working with other counties mailing the same or similar product. Cherokee County's exact postage will be charge AT COST which is the exact amount the USPS charges SouthData.

\*\*Values will vary depending on the County's efforts to clean up final data. Approximates are based on our experience working with other counties mailing the same or similar product.







### Cherokee County, Georgia Agenda Request

SUBJECT: Application State Accountability Court Grant      MEETING DATE: 04/15/2014

SUBMITTED BY: Jennifer Williams, Coordinator, Drug Accountability Court

**COMMISSION ACTION REQUESTED:**

Approve Application for State Accountability Court Grant.

**FACTS AND ISSUES:**

- Last Year's award was \$ 151,431
- Requesting \$ 215,949 in Grant funds
- 10% Match is required. Match will be satisfied with existing <sup>budget</sup> funds. No additional county funds are requested.
- Date of Award is July 1, 2014 – June 30, 2015.
- Notification of Grant Award will be made in May 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:**

**REVIEWED BY:**

DEPARTMENT HEAD: Jennifer P. Williams, Coordinator

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

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



## CRIMINAL JUSTICE COORDINATING COUNCIL

104 Marietta Street, NW • Suite 440 • Atlanta, GA • 30303-2743  
404/657-1956 • 877/231-6590 • 404/657-1957 (Fax) • 404/463-7650 (TTY)

At the direction of the Accountability Court Funding Committee, the Criminal Justice Coordinating Council (Council) is pleased to announce that it is seeking applications for competitive funding for qualified new and existing Accountability Courts in the State of Georgia.

# State of Georgia Accountability Court Funding Program FY'15 Solicitation Packet

### Eligibility

Applicants are limited to local entities for new and existing Accountability Courts. Felony Court submissions are limited to one application per circuit, per court type (i.e. Adult Drug, Veterans, or Mental Health Court) unless the courts are distinctly different as evidenced by different team members. State, Magistrate and Juvenile Court submissions are limited to one application per county, per court type (i.e. DUI, Family Dependency Treatment, Misdemeanor Drug, Juvenile Drug, or Juvenile Mental Health Court).

### Deadline

Applications are due by 5:00 p.m. on Friday, March 28, 2014.

### Available Funding

The amount available for distribution will be determined by the legislature in the 2014 session. There is a 10% cash match requirement. *Please note: this match will likely increase every year.*

### Award Period

July 1, 2014 through June 30, 2015.

### Grant Assistance

There will be an optional meeting to discuss the changes in the grant application. Details will be e-mailed and posted on [www.gaaccountabilitycourts.org](http://www.gaaccountabilitycourts.org).

**Release Date: February 14, 2014**

**THIS GRANT IS NOT INTENDED TO FUND YOUR PROGRAM 100%.**

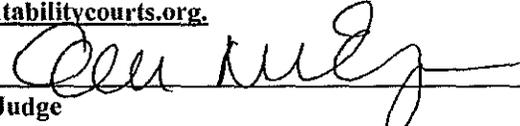
**Certification for Accountability Court Funding**

I certify that the Blue Ridge Judicial Circuit Drug Accountability Court (court name) provides the following.  
(check if accurately describes).

- 1. The accountability court integrates substance abuse treatment services and mental health services, where applicable, with justice system case processing.
- 2. Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participant's due process rights.
- 3. Eligible participants are identified early and promptly placed into the accountability program.
- 4. The accountability court provides access to a continuum of alcohol, drug and other related treatment and rehabilitation services.
- 5. Abstinence is monitored by frequent alcohol and other drug testing.
- 6. A coordinated strategy governs accountability court responses to participants' compliance.
- 7. The accountability court has ongoing judicial interaction with each participant.
- 8. The accountability court uses monitoring and evaluations to measure the achievement of program goals and to gauge effectiveness.
- 9. Through continuing interdisciplinary education the accountability court promotes effective court planning, implementation and operations.
- 10. The accountability court generates local support and enhances the program effectiveness by forging partnerships among other accountability courts, public agencies and community-based organization.

**\*\*Continued funding through this grant may be contingent on compliance with the requirements (1-10) listed above.\*\***

**By signing below, you are certifying that the information in this Request for Funding Application is accurate and complete. Your signature also indicates that you and your team are agreeing to participate in all applicable training sessions described on the website: [www.gaaccountabilitycourts.org](http://www.gaaccountabilitycourts.org).**

Submitted by:   
Judge

Blue Ridge Judicial Circuit Drug Accountability Court  
Court

03-24-14  
Date

# State of Georgia

## Accountability Court Funding Program

### FY '15 Solicitation Packet

#### ***SECTION I: OVERVIEW AND INSTRUCTIONS***

##### **Criminal Justice Coordinating Council**

The Criminal Justice Coordinating Council (the Council) is designated by the Governor of Georgia as the State Administering Agency for criminal justice and victims' assistance programs. Created by the General Assembly (O.C.G.A. § 35-6A-2), the Council is comprised of twenty-four members representing various components of the criminal justice system.

##### **Overview of the State of Georgia's Accountability Court Funding Program**

The Georgia Accountability Court Funding Committee (ACFC) was created in 2012 by the Georgia Legislature and by Governor Nathan Deal to provide courts with the critical funding necessary to support the growth of Accountability Courts in Georgia to reduce the prison population.

##### **How to Apply**

Interested applicants should review the FY'15 Solicitation Packet in its entirety, complete a Request for Funding Application (Sections IV – VII) and submit the completed application, including the requested information and all required attachments, using the link on the Council's website at [cjc.georgia.gov](http://cjc.georgia.gov) on or before 5 p.m., March 28, 2014. This form and provided budget detail are the only acceptable formats for submitting the narratives and budget for this funding year. Any application that does not adequately answer all applicable questions will be considered incomplete and will not be reviewed for funding.

##### **Match Requirement (10 percent CASH match)**

Applicants must identify the source of the 10 percent non-state portion of the total project costs and how they will use match funds. Match is restricted to the same uses of funds as allowed for the state funds. Applicants may satisfy this match requirement with cash only (no in-kind services).

*Match Waiver:* The ACFC may waive the match requirement upon a determination of fiscal hardship. To be considered for a waiver of match, a letter of request signed by the Authorized Representative or Program Judge must be submitted with the grant application defining the fiscal hardship. Fiscal hardship is defined in terms related to reductions in overall budgets, furloughing or reductions in force of staff or other similar documented actions by the local governing authority which have resulted in severe budget reductions. A match waiver request must be submitted as a separate attachment to the application and titled as the "Match Waiver."

NOTE: The budget detail should distinguish the cash matched funds, using an asterisk to show what amount of the budget is cash.

The formula for calculating the match is:

- 1) Total Project Budget x Match Requirement Percentage = Match Requirement
- 2) Total Project Budget – Match Requirement = Amount of Grant Request

**Example: For a project with a total budget of \$100,000 and a 10% Match Requirement Percentage:**

- 1)  $\$100,000 \times 10\% = \$10,000$  (Match Requirement)
- 2)  $\$100,000 - \$10,000 = \$90,000$  (Grant Request)

## ***SECTION II: SOLICITATION PROCESS***

Please read and understand the Certification for Accountability Court Funding (page 2) before completing the application. All accountability courts are required to attend training and submit a proposed budget/narrative for all funds requested through this grant.

### **Existing Courts**

Answer all of the questions in sections IV through VI. In section V, please answer only the subsection that applies to your court.

### **Implementation Courts**

Answer all of the questions in sections IV through VI to the best of your ability. In section V, please answer only the subsection that applies to your court. The committee understands that you may not have answers to all of the questions yet, but expects that you have thought through all of the issues related to each question. You do NOT need to respond to the Performance Measure questions (section IV, #38-45).

### **Application Review**

Applications will be reviewed and assessed by the Accountability Court Funding Committee members and its designated representatives who will consider the following:

1. Past compliance with all financial and programmatic reporting requirements;
2. Overall quality and completeness of the application;
3. Demonstration of clear, measurable and appropriate standards;
4. Demonstration of need including geographic location, local demographics, local statistics, other financial resources, etc.;

5. Adequate correlation between the cost of the project and the objective(s) to be achieved; and
6. Sharing resources among each accountability court within the circuit is strongly encouraged. All applications within each circuit will be reviewed together.

Only complete applications received by the deadline will be reviewed. **When an application is received by the Council, there is no commitment on the part of the Committee to fund an application or to fund it at the amount requested.** All areas of the budget are subject to review and approval. Decisions related to these budget areas are based on both eligibility and reasonableness. The Committee has full discretion to determine the reasonableness of budget items based on both objective and subjective decision-making tools. See "Restrictions on Use of Funds" subsection below to determine whether budget items requested are allowable prior to submitting your budget.

Applications for funding will undergo several reviews. At any point during these reviews, a decision not to fund a project or any part thereof may be made. These decisions are within the complete discretion of the Committee.

#### **Funding Decisions**

All funding decisions related to ACFC applications received in response to this solicitation are made by the Accountability Court Funding Committee and are based on the availability of funding. The Council will inform the applicants of funding decisions through grant awards. Applicants should not make assumptions regarding funding decisions until they have received official written notification of awards or denials signed by the Council Director.

Once an award is made, the Council maintains discretion to determine that a grantee is not compliant with applicable policies, and upon such a determination may terminate further funding and require reimbursement of grant funds to the Council.

#### **Restrictions on Use of Funds**

For this grant period, grant funds will not be allowed to be used for: out of state training, any part of a salary or pay supplements for state or county paid employees, office space, furniture (existing courts only), incentives, monthly cell phone charges, case management software, utilities, vehicles and grant administrative overhead.

#### **Supplantation**

Funds must be used to supplement existing funds for program activities and cannot replace or supplant funds that have been appropriated for the same purpose

Generally, supplanting occurs when a local government or program reduces local or other available funds for an activity specifically because state funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, any State grant funds may not replace any local, or other available funds that have been appropriated or allocated for the same purpose. In those instances when a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in non-state resources occurred for reasons other than the receipt or expected receipt of state funds.

### **SECTION III: POST-AWARD REQUIREMENTS**

#### **Grant Acceptance**

Grantees wishing to accept FY'15 funding must submit signed Acceptance Letters and Special Conditions to the CJCC Office by 5 p.m., June 23, 2014. The Accountability Court Funding Committee will assume your court rejects its FY'15 award if these acceptance documents are not received by this submission deadline.

#### **Special Conditions**

At the time of the grant award, the Committee will assign special conditions, as the Committee deems appropriate for the program. The special conditions will outline the grantee's responsibilities, as well as state regulations that must be followed, as a condition of accepting the grant award for the approved program. The special conditions will be included in the award packet and must be reviewed, signed and returned to the Council by 5 p.m., June 23, 2014 (see above).

**One fourth of all awarded funding must be requested in that quarter's SER each reporting period. This means that the expenditure must be paid by your local funding agency and CJCC reimbursement has been requested within that reporting period. Any unused funds each quarter end will be retained by the Council to be managed by the Accountability Court Funding Committee.** This is a reimbursement grant. If awarded funds, your court will be required to submit check stubs and copies of invoices to CJCC for reimbursement on a quarterly basis.

**Training is REQUIRED for each court that accepts grant funding. Please see [www.gaaccountabilitycourts.org](http://www.gaaccountabilitycourts.org) for the training dates and required attendees.** Expenses for training will be reimbursed by the Council.

#### **Reporting Requirements**

Recipients of this FY'15 grant award will be required to complete and submit SER and Court Output Report due no later than 10 days after each quarter end. Failure to submit reports in a timely fashion could result in an end to grant funding.

**SECTION IV: APPLICATION FORM**

**Identifying Questions**

1. Name of Accountability Court: Blue Ridge Judicial Circuit Drug Accountability Court

2. Name of Judicial Circuit: Blue Ridge

Name of person filling out this application: Jennifer Williams

Your email address: jennifer@brjc.net

Your daytime phone number: (678) 493-6355

3. Type of Accountability Court. Check all that apply:

- Adult Felony Drug Court
- Adult Mental Health Court
- Veteran's Court (please also select either drug court or mental health court)
- DUI Court
- Family Dependency Treatment Court
- Juvenile Drug Court
- Juvenile Mental Health Court

4. What counties does/will your program serve?

County	# of Participants from County (as of 1/1/14)	How often do you hold accountability court in this county?	% of budget that comes from this county
Cherokee	36	Weekly	100

5. Indicate the type of funding and amount of funding (July 2014 – June 2015) for which you are applying (not your entire budget):

New Courts		Existing Courts	
Applying For	Cash Match	Applying For	Cash Match
\$	\$	\$ 215,748	\$ 23,972

6. When did/will your program begin? 02/2013
7. Number of active participants (not including those who are AWOL) as of January 1, 2014 (for FDTC, include the total number of parents **and** children) 36
8. What is the participant capacity (or anticipated capacity for new courts) of your program (how many participants can you realistically and effectively serve)? 65
9. If your program is not at capacity, why not?  
The first participants were accepted on February 6, 2013. Our program is a 24 month program. In order to structure the phases. our acceptance of participants has been **+**
10. Please Provide the Following Information:

**Court:**

Judge	Ellen McElyea
Court Address	90 North Street, Suite 240
City, State, Zip	Canton, GA 30114
Phone/ Fax	678-493-6240/678-493-6244
EIN	58-6000799

**Coordinator:**

Name	Jennifer Williams
Phone/ Fax	678-493-6355/678-493-6358
Email	jennifer@brjc.net
Attends Staffing? <input checked="" type="checkbox"/> Attends Court/Status Hearings? <input checked="" type="checkbox"/>	

Is your coordinator a full time employee of the accountability court? Yes

If not, please explain who employs the coordinator. NA

Name	Email Address	Attends Staffing?	Attends Court/Status Hearings?
Prosecutor Garry Moss	gmoos@cherokeega.com	Yes	Yes
Defense Attorney Jonathan Kesler	jonathan@thekeslerlawfirm.com	Yes	Yes
Treatment Provider Joshua Nation/Ascension	jnation@gmail.com	Yes	Yes

**Other team members/ others attending staffing (add additional pages as necessary). Family Dependency Treatment Courts must include a DFCS representative, DFCS attorney and parent attorney. Juvenile Drug Courts must include a school system representative/liaison.**

Name/Position	Email Address	Attends Staffing?	Attends Court/Status Hearings?
Erin Harper/Case Manager	erin@brjc.net	Yes	Yes
Officer Ori Jackson/Compliance Officer	ocjackson@cherokeega.com	Yes	Yes
Gwen Harris/Probation Officer	harrig05@dcor.state.ga.us	Yes	Yes
Lara Schuster/Evaluator	lara@brjc.net	Yes	Yes

11. Do you have a local steering committee/advisory group (this group would include community members other than your team members)? No. How often do they meet? Target for a functioning steering committee is July 1, 2014.

12. Does your court have an independent 501(c)3? No If not, why not?

DUI Court has a 501(c)3 Friends of Recovery. Currently exploring the feasibility of utilizing the same 501(c)3 or creating new partnerships

13. Does your court have a formal policy on staff training requirements and continuing education? Yes If yes, briefly describe the policy.

New team members complete on-line learning "Essential Elements of Adult Drug Court" through NDCI. Team members also attend annual training at the State Accountability Courts Conference. and any mandatory training as required by the grant. +

14. What training has your court attended in the past year?

Co-Occurring Disorder Training, Georgia Accountability Courts Conference, NADCP Annual Training, MRT Training, LSI-R Training

15. Do you have a structured written orientation program for new members of the team?

Yes

**Operating Questions**

16. Describe your target population.

Felony defendants charged with drug or related offenses, probation violators with drug related violations. Must meet criteria for chemical dependence. +

17. Describe your eligibility criteria.

Current felony drug charge, current felony drug-related charge, or pending probation revocation petition for drug related, 18 years of age, U.S. Citizen, resident of Cherokee county meets clinical criteria for substance abuse dependence. +

18. How many staffings do you conduct per month? 4 How often are your status hearings/court sessions?

Weekly

19. How many days does a participant need to be clean (no positive drug screens) before he/she is eligible for graduation? 150 days

20. Please describe your courts field supervision/surveillance (who does your court's surveillance, how often is each participant visited, how long is the average visit, etc.)?

DAC shares a supervision officer with the DUI court. Phase I and II participants have a field visit 1 time/month. Phase III participants are seen bi-monthly. The average visit lasts 20-30 minutes.

Are they P.O.S.T. certified? Yes

21. Is there a binding Contract, Letter Agreement or MOU between your court and treatment provider that stipulates an agreed upon level of treatment services provided to your court for a specified fee? Yes If no, why not? NA

22. What case management software program does the program coordinator use?

Connexis

23. What is your annual treatment cost? \$51,108 (Mar 2013 - Feb 2014)

24. Please describe your participant fee schedule.

Participants pay a fee of \$ 50/week that begins after they have been in the program for 60 days. During the first 8 weeks the fee is \$100. Participants pay a \$48 materials fee upon entry.

25. How much did you collect in participant fees in CY 2013? 33,469

**Clinical Questions**

26. What is your clinical eligibility criteria?

Participants in the Drug Court program must meet the diagnosis for substance dependency or substance abuse as outline in the DSM-5

27. What clinical screening tools does your court use (e.g., TCUDS, ASI, SASSI-2, etc)?

DAST, MAST, ASI

28. What risk/needs assessment tools does your court use (e.g., LSI-R, COMPAS)?

LSI-R

29. How do you determine what level of treatment is needed (e.g., ASAM, etc)?

ASAM Level I Outpatient Treatment as defined in the ASAM PPC-2R

30. What type of evidence based treatment does your court use? (e.g., CBI, MRT, etc)?

MRT, Matrix, RPT

31. Do you incorporate treatment that addresses criminogenic risk factors (those that are related to risk of recidivism)? Yes What is used (e.g., MRT, TFAC, etc)?

MRT

32. How does the court ensure that the chosen tools/models are used consistently and faithfully?

The staff of the treatment program are all credentialed and trained in the models used. The coordinator makes random, unannounced visit to the treatment.

33. How often does the program coordinator monitor (sit in on) treatment?

Minimum of once/month.

34. Does your program have a treatment plan for each individual participant?

Yes How often is it updated? Monthly

35. Do you use your local CSB for treatment services? No

If yes, 1) Does the CSB get funding for accountability court treatment directly from DBHDD? NA

A. Does the CSB get funding for treatment of your participants from other sources? NA If yes, please list the other sources:

B. Do you pay the CSB for:  the full amount of treatment,  
 additional, non billable services such as case management only  
 nothing for the services for your participants

**Timing/General Questions**

36. What is the average length of your program?  
 24 - 30 months. Maximum length of program is 36 months.

37. Complete the following:

Phases/length	Average # of drug screens per month	Average number and hours of treatment sessions per month	Number of court appearances per month	Number of active participants in this phase (as of 1/1/14)
I/2 months	12	24	4	5
II/4 months	12	16	4	24
III/6 months	8	16	2	7
IV/12 months	8	4	1	0

**Performance Measures** - (Implementation courts should skip questions 38-45.)

38. **For Adult Drug Court, Adult Mental Health Court and Family Drug Court ONLY.** Using LSI-R data from 1/1/13 through 12/31/13, list the number and percentage of moderate 31 / 72 % and high risk participants 11 / 26 %. List the number and percentage of moderate 31 / 72 % and high needs participants 11 / 26 %

39. List the number of drug screens administered the past year (1/1/13 – 12/31/13). 3445

40. Fill out the chart below for all of the positive screens within the past year.

102	<b>Number of positive drug screens*.</b> *A positive drug screen for one or more substances when derived from one sample should be considered as one positive test.	<b>Cut off level for</b>	
		-amphetamine	300
		-cocaine	150
		-creatinine	20
		<b>Positive screen above cut off level (for any drug)</b>	49
		<b>No Show</b>	31
		<b>Not producing a sample in a reasonable period of time</b>	6
		<b>Diluted</b>	15
	<b>Refusal</b>	0	
	<b>Admitting to Use</b>	1	
	<b>Total</b>	53	

41. **Program Outcomes** (from the beginning of your program):

A. Percentage of employable (not on disability) participants employed at start of program 18 (to calculate, add up all the employable participants who are working upon admittance to the program and divide by the total number of employable participants admitted to your program)

B. Percentage of employable (not on disability) participants employed at graduation NA (to calculate, add up all the employable participants employed at graduation and divide by the total number of employable participants who graduated from your program)

C. Percentage of participants who successfully exit the program NA

D. Percentage of participants who do not successful complete the program (terminations, voluntary withdrawal, death/other) 7

E. Number of drug free babies born to participants 0

42. Units of service.

- a. 43 Total number of court sessions in the past year.
- b. 30 Total number of days of inpatient treatment in the past year.
- c. 86 Number of hours of treatment scheduled within the past month.
- d. 688 Number of scheduled treatment hours attended within the past month.

43. Number of people screened for the program in the past year (1/1/13 – 12/31/13)? 79  
Number of participants accepted in the past year (1/1/13 – 12/31/13)? 43

44. Please list:

- a. Total number of graduates as of 12/31/13 NA
- b. Number of graduates/certificates of participation awarded from 1/1/13 – 12/31/13? NA
- c. Total number of participants admitted since program start up? 45
- d. Average age of your participants (at entry into the program) 32
- e. Average age participants began abusing drugs? 16

45. For CY'13 (January 1, 2013 through December 31, 2013), provide the following information:

- a. Daily cost of incarceration in county jails or YDC for counties served by your court. List each county that your court serves separately. \$ 50.00
- b. Number of active participants who would be incarcerated in a county jail or YDC if they did not participate in the accountability court. 1
- c. Number of active participants who would be incarcerated in a state corrections facility if they did not participate in the accountability court. 35
- d. Number of active participants with new charges (excluding traffic citations other than DUI) since entering the program. 0
- e. Number of active participants with new convictions/adjudications (excluding traffic citations other than DUI) since entering the program. 0
- f. Number of graduates with new charges (excluding traffic citations other than DUI) within the past three years since graduating the program. NA
- g. Number of graduates with new convictions/adjudications (excluding traffic citations other than DUI) within the past three years since graduating the program. NA
- h. Number of participants who were terminated. 7
- i. Number of participants who were removed for other reasons (e.g. death, medical, mental illness, etc.) 0

**Drug Testing**

46. What percentage of your testing is random? 100 How do you ensure that the drug testing is random? The program utilizes Testday Lite, which produces a random test
47. For what drugs do you routinely screen? Amphetamines, Cocaine, Opiates, Benzodiazepine, THC, Alcohol  
What drug testing company do you use (Siemens, Redwood, etc.)? Siemens for 5-panel, Redwood for Specialty and confirmations
48. Are all of your urine screens observed? Yes Who observes the urine sample? Nurses Have they had training? Yes Are they the same sex as the participant? No, however, the program is moving towards same sex collections
49. If you have a local drug lab or use testing sticks, how often are the drug screens analyzed or read (daily, weekly, etc.)? Daily If you mail the screens to a lab, how often are they sent? NA
50. Describe the policy for participants to dispute the results of the drug screen.  
Participants can request a confirmation from an independent lab. Specimens are sent to Redwood for GC/MS.
51. Are creatinine violations considered positives? Yes If not, why not? NA Are unexcused or missed screens considered positive? Yes

**SECTION V: COURT SPECIFIC**

Please answer the appropriate section of questions for your type of court. You should answer ALL of the questions in each section that you checked in question #3.

**Felony Drug Courts:**

52. Does your treatment provider provide the court with weekly, written reports on participant progress? Yes
53. Does your program offer: (check all that apply)  group counseling   
individual counseling  drug testing?
54. Does your program offer: (check all that apply)  family counseling  gender  
specific counseling  domestic violence counseling  health screens  
 assessment and counseling for co-occurring mental health issues?
55. Does your program offer: (check all that apply)  employment counseling and  
assistance  educational component  medical and dental care

transportation  housing  mentoring  alumni groups? Please list any other additional services your program offers:

Limited assistance with transportation and housing costs is provided. Case Management is provided for linkage to the above services in the community.

**Mental Health Courts:** (includes all levels of Courts)

56. Tell us about what organizations and agencies you partner with in your community? Are there memorandums of understanding between your court and anyone else, please elaborate.

57. Who sends referrals to your court?

58. What measures are in place in your program to ensure that a defendant does not spend more time in the MH program than the maximum period of incarceration or probation a defendant could have received if found guilty in a more traditional court process?

59. Describe your guidelines for the identification and expeditious resolution of competency concerns.

60. Explain how the following services are provided to participants, either directly (D) and/or by linking to outside providers (OP):

<input type="checkbox"/>	medication	<input type="checkbox"/>	counseling	<input type="checkbox"/>	substance abuse treatment
<input type="checkbox"/>	financial benefits	<input type="checkbox"/>	housing	<input type="checkbox"/>	crisis interventions
<input type="checkbox"/>	peer support	<input type="checkbox"/>	case management	<input type="checkbox"/>	MRT
<input type="checkbox"/>	other evidence based treatment				

61. Do you offer gender specific treatment? \_\_\_\_\_ Do you offer interpretative services? \_\_\_\_\_ Please list any other additional services your program offers:

62. What procedure does your court follow to adhere to the federal and state laws that protect the confidentiality of medical, MH, and substance abuse treatment records?

63. How do you comply with Standard 8.5 concerning periodic review and revision of Court processes? (The standards are listed at <http://www.gaaccountabilitycourts.org>).

64. Performance measures - (January 1, 2013 - December 31,2013):

- a. \_\_\_\_\_ Percent of scheduled judicial status hearings attended by the participant
- b. \_\_\_\_\_ Percent of participants who were homeless at exit of program (to calculate this percentage, divide the number of homeless graduates by the total number of graduates for the year)

65. If you do not have current data, please explain how you plan to collect this data in the future so that you are compliant with this standard.

**DUI Courts:**

66. How do you determine the right type and length of treatment for each participant?

67. Do you use monitoring equipment? \_\_\_\_\_ If yes, what kind and how often is it used and for what time period? \_\_\_\_\_

68. Explain your court's partnerships with your local legislative delegation, local officials, other agencies, and community support

69. How do you caution the participants against driving without a license?

**Family Drug Courts:**

70. Within the past year, please list:

- a. \_\_\_\_\_ Number of graduates with new DFCS reports
- b. \_\_\_\_\_ Number of children (age 0-17) who received direct services through your court as a result of Parent/guardian being active in the program
- c. \_\_\_\_\_ Number of drug-free babies born while participant was active in program or to a graduate of the program.
- d. \_\_\_\_\_ Number of days that participants' children have been kept out of foster care.

71. List the services your court offers participants (group counseling, individual counseling, gender specific services, mental health treatment, parenting classes, anger management classes, family or domestic relations counseling, etc.)

72. List the direct services provided to the children (i.e. Celebrating Families, Strengthening Families, trauma assessments, Theraplay, etc...)

73. Describe DFCS involvement in your court.

Is there a specific caseworker assigned to the drug court? \_\_\_\_\_ Have they had formal training specific to drug courts?

74. Is there a structured systematic assessment provided for the children in your program?  
\_\_\_\_\_

75. Was your program capacity determined by formula or by service limitations? \_\_\_\_\_

76. What challenges has your program experienced in the past year and how has your team overcome them?

77. Does treatment communicate with court via email? \_\_\_\_\_

78. In order to graduate, are clients required to have a job or be in school? \_\_\_\_\_

79. In order to graduate, are clients required to have a sober housing environment? \_\_\_\_\_

80. Did the presiding Judge of the program volunteer? \_\_\_\_\_  
Is the Judge's term over the program indefinite? \_\_\_\_\_

81. Have results from any program evaluations, data review, or regular reporting of statistics lead to modifications? \_\_\_\_\_ If so, what were those modifications?

**Juvenile Courts:**

83. Are all participants required to be enrolled in school or a GED program? \_\_\_\_\_

84. What is the annual cost savings brought about by your participants not being in YDC?  
\_\_\_\_\_

85. What percentage of your participants' parents are mandated to attend court sessions? \_\_\_\_\_

86. What percentage of your participants' parents are mandated to participate in treatment? \_\_\_\_\_

87. Does your program offer: (check all that apply)  gender specific counseling  
 domestic relations or family counseling  mental health treatment  
 parenting classes  anger management classes

88. Does your court receive assistance from the following? If not, please explain  
 Local Churches or Faith Based Organizations \_\_\_\_\_  
 Civic Groups, Elks Club, Kiwanis, Rotary, etc  
 Junior League  
 Local college or school groups  
 Any others? Please list:

**ALL COURTS SHOULD ANSWER:** (this grant is NOT intended to fund your program fully)

89. How is or will your program be funded? (Add additional pages if necessary.)

Fund Source	Amount	If you do not receive funding from this source, why not?
County	0	Currently using DATE funds
DATE Fund	116667	
Participant Fees	0	Building a fund for sustainability after BJA grant ends
<b>Federal Grants:</b>		
BJA	132051	
SAMHSA	0	Do not have
JAG (Federal or State)	0	Do not have
Community Service Boards	0	Do not have
<b>Local Community:</b>		
Wal-Mart	0	Part of sustainability plan
Starbucks	0	Part of sustainability plan
Local Banks	0	Part of sustainability plan
Auto Dealerships	0	Part of sustainability plan
Hotels	0	Part of sustainability plan
Restaurants	0	Part of sustainability plan
Churches	0	Part of sustainability plan
Other Community Source	0	Part of sustainability plan
Total Amount of Community Funds	0	
Revenue From Siemens Lab	0	Revenue is used by DUI Court
Other Sources (please name):	0	NA
501 c(3)	0	Do not have 501(c)3, part of sust. plan
<b>TOTAL PROGRAM BUDGET</b>	<b>215,748</b>	

90. Please describe your courts sustainability plan.

1. Identify non-monetary resources. Conduct annual inventory of community resources through mapping.
2. Develop outreach program for the community - identify who with the team is responsible for outreach and community education.
3. Seek funds through Federal, State, and corporate/private foundation grants.
4. Create steering committee to formalize linkages and offer continuing oversight.
5. Develop partnerships within the community for client resources.
6. Grow the user fee account for transition when BJA grant ends.
7. Partner with 501(c)(3) for donations of money, scholarships, or gift cards.
8. Utilize volunteers (student interns for special projects or assistance with court, community members for client education services).
9. Utilize DATE funds.

## **SECTION V: NARRATIVE**

Please fully describe your request/project/expansion. Explain why your request can not be funded using other funding sources. Include any appropriate additional documentation that may help explain your project. *Please note: if you attach information that is not relevant, or is voluminous, the committee may choose to not consider it.* Include in your narrative how your project adheres to the state standards and best practices. If you attach additional pages, please limit your response to a maximum of two pages, double-spaced, using a standard 12 point font with 1 inch margins.

Requesting funding to support the Blue Ridge Judicial Circuit Drug Accountability Court (DAC). Funding is specifically requested to continue the full-time coordinator, the compliance officer (position is shared with the DUI court)(KC 1), the implementation of the CBI pilot program in treatment (KC 4), as well as drug testing (KC 5).

The mission of DAC is to make Cherokee County safer by providing effective intervention and accountability for substance abuse which will improve the quality of life for both the participant and the community. The goals of DAC are as follows: (a) abstinence from alcohol and other illicit drugs, (b) promotion of law-abiding behavior in the interest of public safety.

DAC accepted its first participants on February 6, 2013. The court is a partnership led by Judge Ellen McElyea that includes team members from the District Attorney's office, Ascension Counseling, Probation, the Defense Bar, and Law Enforcement. The program anticipates the participant population to reach the target of 65 this year. The 10 key components serves as the foundation of the Cherokee County Adult Drug Court program. DAC is fully certified as an Adult Felony Drug Court and adheres to best practices and standards of Georgia (certified through December 2015). The program operates by using the following 7 design features:

1. Prompt Screening and Assessment of program participants.
2. Focus on Target Population that displays high criminogenic risk and high substance abuse treatment need.
3. System of procedural and distributive justice with graduated sanctions and incentives.
4. Regular and direct Judicial Interaction with program participants.
5. Monitoring of drug court participants with random drug testing and community supervision.
6. Coordination of treatment and other services that are of benefit to program participants.
7. Relapse Prevention, Aftercare, and Community Integration to ensure participant success.

Participants progress through 4 phases of the program. The program is a minimum of 24 months. Participants must complete the program by their 36th month. During the first year, participants attend weekly case management meetings, attend court a minimum of

## **SECTION VI: BUDGETS**

### **Budget Detail**

Complete and attach the budget detail worksheet. The budget should include everything you are requesting from grant funds AND your matching funds (please indicate with an \* which funds are matching). It is not necessary to include your entire operating budget. YOU MUST SUBMIT YOUR INFORMATION ON THE ATTACHED PAGES. If you include your own pages, they will NOT be evaluated by the committee.

### **Budget Narrative**

The Budget Narrative should thoroughly and clearly describe every category of expense listed on the Budget Detail Worksheet. Proposed budgets are expected to be complete, reasonable and allowable, cost effective, and necessary for project activities. The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how all costs were estimated and calculated and how they are relevant to the program. If you need additional space, please attach an additional page.

### **Budget Priority Form**

Use the Budget Priority Form to indicate which of the items you requested in the budget detail take priority to your program. If the Funding Committee needs to make cuts, it may consider your program's preferences on this form. Please be sure to use the wording you used in the budget detail section 5. Please list the budget items you requested in the order of funding priority. Please use the same nomenclature you used on the budget detail form so the committee can match up your requests. Failure to prioritize budget requests may result in the ACFC making cuts to your program that may affect mission critical services.

### **Restrictions on Use of Funds**

For this grant period, grant funds will not be allowed to be used for: out of state training, any part of a salary or pay supplements for state or county paid employees, office space, utilities, furniture (existing courts only), incentives, monthly cell phone charges, case management software, construction projects, vehicles or grant administrative overhead.

**Budget Detail Worksheet** - This worksheet should be used to prepare the program budget and budget summary. Any category not applicable to your budget may be left blank. Be sure to include the required 10% cash match. Please place an \* by the cash matches.

## BUDGET DETAIL WORKSHEET

**A.(1) Accountability Court Personnel/Salaries.** List each position by title and name of employee, if available. In order to calculate the budget, enter the annual salary and the percentage of time to be devoted to the program. Compensation of employees engaged in program activities must be consistent with that for similar work within the applicant agency. Contract Personnel should be listed under "E. Other" category.

Position Title/Name of Employee	Calculation	Budget
Coordinator/Jennifer Williams	\$60,206/year x 100%	\$60,206
Compliance Officer/Officer Jackson	\$36,022/year x 50%	\$18,011

TOTAL \$ 78,217

**Narrative:**

Coordinator Funding is requested at 100%. The coordinator is responsible for planning, directing, and managing the day to day activities of the Drug Court Program.

The Compliance Officer will work 50% of his time with the DUI/Drug Treatment Court and 50% of his time with the Adult Felony Drug Court. Both courts will share expenses and employ him full-time as a compliance officer for the Blue Ridge Judicial Circuit. The

**A.(2) Personnel/Fringe Benefits.** Amounts should be based on actual costs or a formula for personnel listed above, utilizing the percentage of time devoted to the program. Fringe benefits on overtime hours are limited to FICA, Worker's Compensation and State Unemployment Compensation. Costs included within this category are: FICA (employer's portion of Social Security and Medicare taxes), employer's portion of retirement, employer's portion of insurance (health, life, dental, etc.), employer's portion of Worker's Compensation and State Unemployment Compensation. Each benefit for each position should be shown as a separate calculation/estimate.

Position Title/Name of Employee	Benefit Title	Calculation	Budget
Coordinator/Jennifer Williams	FICA	\$60,206/year x 6.2% x 100%	\$3733
	Medicare	\$60,206/year x 1.45% x 100%	\$ 873
	Insurance	\$ 9,751/year x 100%	\$9751
	Retirement	\$60,206/year x 6% x 100%	\$3612
Compliance Officer/D/S Jackson	FICA	\$ 36,022/year x 6.2% x 50%	\$1117
	Medicare	\$ 36,022/year x 1.45% x 50%	\$ 261

TOTAL \$ 22801

**Narrative:**

50% shared benefits for the compliance officer with DUI/Drug Treatment court. Insurance includes medical, dental, STD, LTD and life.

**B. Equipment.** List non-expendable items to be purchased. Applicants should analyze the benefit of purchased versus leased equipment, especially high cost and electronic or digital items. Explain how the equipment is necessary for the success of the program. Show the budget calculation. Attach a narrative describing the procurement method to be used. Anything listed here should have a value over \$4999. Anything under \$5,000 should be requested under "C. Supplies".

Item	Purpose	Calculation	Budget
------	---------	-------------	--------

TOTAL \$ \_\_\_\_\_

Narrative:

**C. Supplies.** List items by type (e.g. printing, office supplies, postage, copier usage, training supplies, brochures, manuals, audio/video, equipment under \$5,000). Show budget calculation.

**Item**

**Calculation**

**Budget**

**TOTAL \$ \_\_\_\_\_**

**Narrative:**

D. Travel. Funds must be budgeted in compliance with the State of Georgia Statewide Travel Regulations.

Purpose	Location	Traveler's Name/Title	Calculation	Budget
Mileage				
Lodging	Chatham County, GA	8 Travelers	$8 \text{ Travelers} \times \$ 98/\text{night} \times 1 \text{ night}$	784.00
Meal Per Diem	Chatham County, GA	8 Travelers	$8 \text{ Travelers} \times \$36/\text{day} \times 2 \text{ days} \times 75\%$	432.00
Mileage			$\$.56/\text{mile} \times 632 \text{ miles RT} \times 3 \text{ travelers}$	1061.76
Mentor Ct Site Visit	Savannah, GA	Orie Jackson/Compliance Erin Harper/Case Manager Gwen Harris/Probation Jennifer Williams/Coordinator Ellen McEvea/Judge		

TOTAL: \$ 2277.00

**Narrative:**

Travel to a NDCI approved mentor court (Savannah-Chatham County Drug Court Savannah, GA) to learn innovative practices.

E. **Other.** List anticipated expenses not considered in one of the above categories.

Item	Calculation	Budget
		TOTAL: \$ _____

**Narrative:**

E. **(1) Contract Personnel.** Enter the name, if known, and service to be provided. Show the budget calculation; for example, the hourly rate multiplied by the estimated number of hours. (If you are requesting funding for contract employees such as treatment providers, surveillance officers, lab technicians etc. they should be listed here.)

Service Provided	Name	Calculation	Budget
Treatment	Ascension Counseling		
	Phase I-II CBI	\$ 150/month x 30 clients x 6 months	\$27,000
	(integration)	\$ 150/month x 15 clients x 5 months	\$11,250
	Phase III CBI	\$ 120/months x 30 clients x 6 months	\$21,600
	Phase IV CBI	\$ 75/month x 15 clients x 7 months	\$7,875
	Phase IV (Old Tx Plan)	\$ 40/mo x 20 clients x 12 mo	\$9,600
		TOTAL: \$ <u>85,725</u>	

**Narrative:**

CBI Pilot Program. Funding requested to implement CBI with treatment. Program will serve 65 participants. Twenty existing clients will not go through CBI curriculum because they will already be in aftercare July 1, 2014.

**E. (2) Drug Tests/Testing Supplies.** List items by type. Show budget calculation(s).

Item	Calculation	Budget
Drug Test Supplies	$\$7.50/\text{test} \times 2 \text{ tests/week} \times 65 \text{ participants} \times 52.8\%$	\$26,728
*Drug Test Supplies	$\$7.50/\text{test} \times 2 \text{ tests/week} \times 65 \text{ participants} \times 47.3\%$	\$23,972*

TOTAL: \$ 50700

**Narrative:**

Cost of drug tests and drug testing supplies. Testing is random. Participants are tested at least 2 times/week.

## Budget Priority Form

Please list the budget items you requested in the order of funding priority. Please use the same nomenclature you used on the budget detail form so we can match up your request.

Example:

Priority #	Budget Category	Item Description	Amount
1.	A (1&2)	Coordinator Salary/Benefits	\$75,000
2.	E (1)	Treatment Provider	\$50,000
3.	E (2)	Drug Tests	\$20,000

Priority #	Budget Category	Item Description	Amount
1	A (1&2)	Coordinator Salary/Benefits	78,175
2	A (1&2)	Compliance Officer	22,843
3	E(1)	Treatment Provider (CBI Pilot)	85,725
4	E(2)	Drug Tests & Supplies	50,700 (23,972 Match)
5	D	Team Training - Travel to Mentor Court	2,277

**SECTION VII: ATTACHMENTS**

**Required Forms**

The following forms are required. Please submit as attachments to your application.

- \*Certification for Accountability Court Funding (page 2) – signed and dated by the accountability court judge
- \*MOU between the Accountability Court and Treatment Provider (if you have one)





# Cherokee County, Georgia Agenda Request

SUBJECT: Addendum to Agreement with Top Tennis Academy  
SUBMITTED BY: Bryan Reynolds, CRPA Director

MEETING DATE: April 15, 2014

**COMMISSION ACTION REQUESTED:**

Consideration of a Proposal to Amend Current PSA with Top Tennis Group to Include Management of Tennis Courts at Hobgood and Kenney Askew Parks

**FACTS AND ISSUES:**

The attached Addendum One to the County's existing Agreement with Top Tennis Academy for the operation of the Cherokee Tennis Center at JJ Biello Park will allow the Consultant to offer tennis programs and services at both Hobgood Park and Kenney Askew Park including lessons, camps, clinics and the reservation of the courts for individual and team practices and play.

The Consultant will manage the operation of the programs and their own staff and continue to pay the County fees as outlined in the original Agreement. The Addendum provides the County right of first refusal so we can continue to make courts available for County programs and other partners such as the CCSD and the Boys & Girls Club as well as provide public access to the courts.

The public will be able to reserve courts through an online system or walk up on a first come-first served basis if the court is not otherwise reserved. This is no different than our current procedure other than the addition of the online reservation system.

The Recreation & Parks Advisory Board reviewed the Addendum at their March 5<sup>th</sup> meeting and voted 5-0 to recommend approval to the Board of Commissioners contingent upon county attorney review. The county attorney has reviewed the Addendum. The final version is attached for your review.

**BUDGET:**

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

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 of a Proposal to Amend Current PSA with Top Tennis Group to Include Management of Tennis Courts at Hobgood and Kenney Askew Parks

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_  
 AGENCY DIRECTOR: *Bryan Reynolds*  
 COUNTY MANAGER: \_\_\_\_\_

ADDENDUM ONE

To the

**PROFESSIONAL SERVICES AGREEMENT BETWEEN CHEROKEE COUNTY ("THE COUNTY")  
AND TOP TENNIS ACADEMY, INC. ("THE CONSULTANT")**

The Professional Services Agreement dated May 26, 2011 (the "Agreement") between Cherokee County (the "County") and Top Tennis Academy, Inc. ("the Consultant") shall, pursuant to Article VIII of the Agreement, be amended and revised as set forth below, and agreed to by the responsible and authorized Parties by their respective signatures below.

Such modifications shall take precedence over the documents or information issued to date, and shall immediately become a part of the Agreement and change the referenced documents in the manner and the extent herein stated. Where any original item(s) called for in the Agreement is/are amended, voided, supplemented, or suspended hereby, the provisions of such item(s) not specifically amended, voided, supplemented, or suspended shall remain in full force and effect.

THEREFORE, the following item(s) shall be incorporated in the Agreement:

1. The parties agree that **ARTICLE I. SECTION B. – THE WORK** of the Agreement shall be amended by the addition of the following scope of work as follows:

The Consultant shall be granted the use of the four (4) tennis courts located at Hobgood Park (6688 Bells Ferry Road, Woodstock GA) and the four (4) tennis courts located at Kenney Askew Park (1080 Univeter Road, Canton GA) for the provision of such tennis programs and services as hereafter mutually agreed upon by both parties.

The Consultant will administer said programs and services including but not limited to the reservation of the courts for individual and team play, the registration and execution of lessons, camps, and clinics etc., as well as the collection of all fees for said programs and services. The Consultant will manage the operation of all programs and manage Consultant's staff and pay fees to the County as outlined in the Agreement.

The Consultant, at no additional cost to the County, will provide a reasonable first right of refusal to a reasonable percentage of available court time to the County for use with the Cherokee County School District, the Boys & Girls Club of Metro Atlanta, Inc. (Kenney Askew Park only, pursuant to and in conformance with Lease Agreement dated February 5, 2008, a copy of which has been provided to an reviewed and understood by Consultant), and other organized events that may be beneficial for the County to host or facilitate at both Hobgood and Kenney Askew parks at no additional charge. The Consultant will be permitted to schedule programming on a maximum of two (2) courts at each park on weekdays after 6:00 PM (Monday – Friday). The remaining two (2) courts will be available for court reservation by the public for individual match play or team practices. If not reserved for programs or match play/practice, the courts will available to the public on a first come-first served basis. Team and individual match play may be scheduled at both parks on weekends. The Consultant may schedule tournament play at both parks on weekends as approved in advance and in writing by the County.

The Consultant may provide signage to attach to the fence at both Hobgood and Kenney Askew parks to advertise their programs and to inform the public of the process to reserve the courts. Such signage will be

provided and maintained at the Consultant's expense. The County will approve, for conformance to the provisions of this Agreement and all applicable County rules and regulations, all signage prior to installation. The Consultant will provide all court consumables as identified by the County, including but not limited to nets and windscreens.

The County will make any capital improvements to the facilities, including the resurfacing of tennis courts, that the County deems necessary, maintain the parks, buildings (structures), mechanical systems, court lights, fencing, and lawns and will pay for regularly scheduled pickup of the trash dumpster. The County will pay utility costs, including electricity and water as part of the overall park operations at both Hobgood and Kenney Askew parks. The County will provide benches, trash cans and scoreboards for the courts at both Hobgood and Kenney Askew parks.

2. 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 in every subcontract for services contemplated under this Agreement.

3. Except insofar as modified by the above items 1 and 2, this ADDENDUM ONE in no way modifies or changes the original Agreement to be performed under the specifications thereof, and the original Agreement continues in full force and effect.

4. All capitalized terms in this ADDENDUM ONE shall have the same meaning as in the original Agreement, except if otherwise noted herein.

5. This ADDENDUM ONE may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.

6. Each of the individuals executing this ADDENDUM ONE on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.

IN WITNESS THEREOF, the County and Consultant have caused the Professional Services Agreement between the Parties to be Amended as set forth above by execution of their respective names by their duly authorized officers and have caused this ADDENDUM ONE to be dated as of:

May 19<sup>th</sup>, 2014.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

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

ATTEST:

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

APPROVED AS TO FORM:

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\_\_\_\_\_  
Angelia Davis, County Attorney  
JARRARD & DAVIS, LLP

**TOP TENNIS ACADEMY**

\_\_\_\_\_  
By: Cameron Leslie, President/Secretary

ATTEST:

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

[AFFIX CORPORATE SEAL]

ADDENDUM ONE

---

To the

**PROFESSIONAL SERVICES AGREEMENT BETWEEN CHEROKEE COUNTY ("THE COUNTY")  
AND TOP TENNIS ACADEMY, INC. ("THE CONSULTANT")**

The Professional Services Agreement dated May 26, 2011 (the "Agreement") between Cherokee County (the "County") and Top Tennis Academy, Inc. ("the Consultant") shall, pursuant to Article VIII of the Agreement, be amended and revised as set forth below, and agreed to by the responsible and authorized Parties by their respective signatures below.

Such modifications shall take precedence over the documents or information issued to date, and shall immediately become a part of the Agreement and change the referenced documents in the manner and the extent herein stated. Where any original item(s) called for in the Agreement is/are amended, voided, supplemented, or suspended hereby, the provisions of such item(s) not specifically amended, voided, supplemented, or suspended shall remain in full force and effect.

**THEREFORE**, the following item(s) shall be incorporated in the Agreement:

1. The parties agree that **ARTICLE I. SECTION B. – THE WORK** of the Agreement shall be amended by the addition of the following scope of work:

The Consultant shall be granted the use of the four (4) tennis courts located at Hobgood Park (6688 Bells Ferry Road, Woodstock GA) and the four (4) tennis courts located at Kenney Askew Park (1080 Univeter Road, Canton GA) for the provision of such tennis programs and services as hereafter mutually agreed upon by both parties.

The Consultant will administer said programs and services including but not limited to the reservation of the courts for individual and team play, the registration and execution of lessons, camps, and clinics, as well as the collection of all fees for said programs and services. The Consultant will manage the operation of all programs and manage Consultant's staff and pay fees to the County as outlined in the Agreement.

The Consultant, at no additional cost to the County, will provide a reasonable first right of refusal to a reasonable percentage of available court time to the County for use with the Cherokee County School District, the Boys & Girls Club of Metro Atlanta, Inc. (Kenney Askew Park only, pursuant to and in conformance with Lease Agreement dated February 5, 2008, a copy of which has been provided to and reviewed and understood by Consultant), and other organized events that may be beneficial for the County to host or facilitate at both Hobgood and Kenney Askew parks. The Consultant will be permitted to schedule programming on a maximum of two (2) courts at each park on weekdays after 6:00 PM (Monday – Friday). The remaining two (2) courts will be available for court reservation by the public for individual match play or team practices. If not reserved for programs or match play/practice, the courts will be available to the public on a first come-first served basis. Team and individual match play may be scheduled at both parks on weekends. The Consultant may schedule tournament play at both parks on weekends as approved in advance and in writing by the County.

The Consultant may provide signage to attach to the fence at both Hobgood and Kenney Askew parks to advertise their programs and to inform the public of the process to reserve the courts. Such signage will be provided and maintained at the Consultant's expense. The County will approve, for conformance to the

provisions of this Agreement and all applicable County rules and regulations, all signage prior to installation. The Consultant will provide all court consumables as identified by the County, including but not limited to nets and windscreens.

The County will make any capital improvements to the facilities, including the resurfacing of tennis courts, that the County deems necessary, maintain the parks' buildings (structures), mechanical systems, court lights, fencing, and lawns and will pay for regularly scheduled pickup of the trash dumpster. The County will pay utility costs, including electricity and water as part of the overall park operations at both Hobgood and Kenney Askew parks. The County will provide benches, trash cans and scoreboards for the courts at both Hobgood and Kenney Askew parks.

2. 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 in every subcontract for services contemplated under this Agreement.

3. Except insofar as modified by the above items 1 and 2, this **ADDENDUM ONE** in no way modifies or changes the original Agreement to be performed under the specifications thereof, and the original Agreement continues in full force and effect.

4. All capitalized terms in this **ADDENDUM ONE** shall have the same meaning as in the original Agreement, except if otherwise noted herein.

5. This **ADDENDUM ONE** may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.

6. Each of the individuals executing this **ADDENDUM ONE** on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.

**IN WITNESS THEREOF**, the County and Consultant have caused the Professional Services Agreement between the Parties to be Amended as set forth above by execution of their respective names by their duly authorized officers and have caused this **ADDENDUM ONE** to be dated as of:

**May 19<sup>th</sup>, 2014.**

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

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

ATTEST:

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

**APPROVED AS TO FORM:**

---

Angela Davis, County Attorney  
JARRARD & DAVIS, LLP

**TOP TENNIS ACADEMY**

---

By: Cameron Leslie, President/Secretary

ATTEST:

---

By: Witness

[AFFIX CORPORATE SEAL]





Cherokee County, Georgia
Agenda Request

SUBJECT: Fire Towner Demolition MEETING DATE: April 15, 2014

SUBMITTED BY: Fire Chief Tim Prather

COMMISSION ACTION REQUESTED: Approve the demolition of the old Fire Tower currently located at the former Georgia Forestry on Hwy 20 East of Canton, Georgia.

FACTS AND ISSUES: The Georgia Forestry Commission ceased forestry operations at this location in 2012. The State of Georgia executed a quitclaim deed reverting ownership back to Cherokee County in October 2012. There are current plans to utilize this property to erect a fire station on this site to protect areas distant to current fire stations. This site is approximately 2 acres and currently contains the approximately 75' old fire tower. Constructing a new fire station requires removal of this old tower and efficiently utilize the property for fire protection purposes. Bids for the demolition and removal of the tower were solicited with BDH Group providing the low price for the work. The price of \$12,475 includes the tear-down, removal of the structure and clean-up. BDH has significant experience in the demolition of structures and towers, have executed the County's standard PSA and has provided a Certificate of Insurance naming the County as Additional Insured.

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: Approve demolition of the Old Fire tower on the former Georgia Forestry property to accommodate the construction of a new fire station.

REVIEWED BY:

DEPARTMENT HEAD:
AGENCY DIRECTOR:
COUNTY MANAGER

# Procurement Summary

**Date Submitted:** 9-Apr-14  
**Submitted by:** Dale Jordan  
**PSA Number:** PSA dated 03/31/2014  
**Value of Contract:** \$ 12,475.00  
**Period of Performance:** All work to be completed on or before 04/30/2014  
**Supplier Name:** BDH Group, LLC  
**General Description:** Demolition of Forestry Tower on County Property  
**Source of Funds:**

## Contract Information

### Proposed Contract Type

	Standard Professional Services Agreement
	PSA with Exceptions Approved by Counsel
	Supplier Agreement Approved by Counsel
	Standard Purchase Order

**Formal Advertised Procurement:**  Yes  No\*

**Number of Bidders Contacted / Number of Bids Received:** \_\_\_\_\_ / 2

**Supplier Selection Based on:**

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

Weight	Evaluation Criteria
100%	Price

**If Award to Non-County Business:**  
 (If Applicable)

<input checked="" type="checkbox"/>	No Cherokee County Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input 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
	\$ 12,475.00	BDH Group, LLC	Marietta, GA	
	\$ 25,100.00	D.H. Griffin Wrecking Co, Inc	Ellenwood, GA	

**Fair Price Determination:**

Method	Price Analysis Type
<input checked="" type="checkbox"/>	Lowest Bidder
<input 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:** When the work was initially bid out a quote for \$75,000 was received from Superior Rigging. Due to the amount of the bid being so much higher than the other two bidders, they were not requested to update their bid earlier this year.

**Why Other Than Low Bidder Selected:**  
 (If Applicable)

**\*Notes:**

Work approach provided by bidders was reviewed by both the Project Manager and the County Engineer.  
 BDH Group will obtain all permits necessary for the demolition prior to commencement of work.  
 Both of the above Bidders visited the work-site and based their bids on them removing the scrap steel.  
 The demolition approach is to cut the tower down in sections. The plan was forwarded to the County Engineering Agency Director and the architect on the project and neither had serious concerns on the approach.  
 The permits are to be picked up 10-Apr and the work is tentatively scheduled for the week of 14-Apr.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2014

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).

<b>PRODUCER</b> Provident Financial Group 2655 Dallas Hwy Suite 130 Marietta GA 30064		<b>CONTACT NAME:</b> Christopher Bohus <b>PHONE (A/C, No, Ext):</b> 770-499-2040 <b>FAX (A/C, No):</b> 770-499-9882 <b>E-MAIL ADDRESS:</b> chris@providentgroup.com															
<b>INSURED</b> BDH Group, LLC 2022 Airport Court Marietta GA 30060		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Arch Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Infinity Casualty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Scottsdale Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: Accident Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Specialty Insurance Company		INSURER B: Infinity Casualty Insurance Company		INSURER C: Scottsdale Insurance Company		INSURER D: Accident Insurance Company		INSURER E:		INSURER F:	
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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 SUOR INSR	WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	AGL000979000	02/22/2014	02/22/2015	EACH OCCURRENCE \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$	
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	X	610-21380-7485-001	03/20/2014	03/20/2015	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$							
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	X	X	XBS0037260	02/22/2014	02/22/2015	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$ EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	WCV500629900	02/22/2014	02/22/2015	<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

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

The County and County Parties are listed as additional Insureds for ongoing and completed operations with respect to general liability if required by written contract. The general liability also includes a waiver of subrogation and is primary and non-contributory. The County and County Parties are listed as additional Insureds with respect to the auto liability if required by written contract. The auto liability also contains a waiver of subrogation if required by written contract. The worker's compensation also contains a waiver of subrogation if required by written contract.

**CERTIFICATE HOLDER**                      **CANCELLATION**

Cherokee County Board of Commissioners 1130 Bluffs Parkway Canton GA 30114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

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 31<sup>st</sup> day of March, 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 ~~Big Dog~~ **BOTH** Group, an LLC, having a place of business at 2022 Airport Ct., Marietta, GA 30060 ("Consultant"), collectively referred to as the "Parties."

#### WITNESSETH THAT:

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as disassembly/demolition and disposal of a Forestry Tower 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

Disassembly/demolition/disposal of a Forestry Tower on County Property off of SR 20.

##### B. The Work

The Work to be completed under this Agreement (the "Work") consists of obtaining all necessary permits, meeting all legal requirements, utilization of safe work practices, fire prevention, the disassembly/demolition and disposal of a Forestry Tower, consisting of the tower itself and the observation station attached at the top, and clean-up of the location to leave in the same condition as found. Work shall be completed as described in email dated 18-Mar-14 From Richard Katz and To: Dale Jordan and attached hereto.

**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 30 April 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. Reserved.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$12,475, except as outlined in Section II(C) above. Payment will be due Net 10 days from the acceptance of the work and the submission of an invoice.

C. Reserved.

#### 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**

Robert Katz 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.

(e) 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 Records 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 its necessary equipment to the County property, in order for Consultant to complete the Work.

### B. County's Representative

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

## VI. TERMINATION

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

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

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

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

## VII. NO PERSONAL LIABILITY

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

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

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

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

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

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

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

#### **XI. CAPTIONS AND SEVERABILITY**

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

#### **XII. BUSINESS LICENSE**

Prior to commencement of the services to be provided hereunder, Consultant shall apply

to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

### XIII. NOTICES

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

All communications relating to the day-to-day activities of the Work shall be exchanged between Matt Williams for the County and Richard Katz 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:

Procurement Director  
Cherokee County Board of Commissioners  
1130 Bluffs Parkway  
Canton, GA 30114

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

Richard Katz  
~~Big Dog Companies~~ **BDH GROUP, LLC,**  
2022 Airport CT  
Marietta, Ga 30060

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

### XIV. WAIVER OF AGREEMENT

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

**XV. NO THIRD PARTY RIGHTS**

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

**XVI. SOVEREIGN IMMUNITY**

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

**XVII. FORCE MAJEURE**

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

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

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

\_\_\_\_\_  
County Attorney

CONSULTANT:

*[Signature]*  
\_\_\_\_\_  
By: RICHARD KATZ  
Its: V.P.

[CORPORATE SEAL]

SIGNED, SEALED AND DELIVERED  
in the presence of:

Witness

Notary Public

CHEROKEE COUNTY

\_\_\_\_\_  
By: Mr. Jerry Cooper  
Its: County Manager

[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:

770328  
Federal Work Authorization User Identification  
Number

4/2/2014  
Date of Authorization

BDH GROUP LLC  
Name of Contractor

DEMOLITION OF FORESTY TOWER  
Name of Project of SR20

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

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

Executed on 2nd APR 2014 in MARIETTA (city),  
GA (state).

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

RICHARD KATZ, V.P.  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE 2 DAY OF  
April, 2014.

[Signature]  
NOTARY PUBLIC  
COMMISSIONED  
DOUGLAS COUNTY, GEORGIA  
EXPIRES 10-22-2017  
My Commission Expires 10.22.2017

EXHIBIT "B"

STATE OF GEORGIA  
COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

[NOTARY SEAL]

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

EXHIBIT "C"

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

- ① RICHARD KATZ
- ② JUAN GUZMAN GARCIA
- ③ PEDRO LLAMAS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2014

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).

<b>PRODUCER</b> Provident Financial Group 2655 Dallas Hwy Suite 130 Marietta GA 30064		<b>CONTACT NAME:</b> Christopher Bohus <b>PHONE (A/C, No, Ext):</b> 770-499-2040 <b>FAX (A/C, No):</b> 770-499-9882 <b>E-MAIL ADDRESS:</b> chris@providentgroup.com	
<b>INSURED</b> BDH Group, LLC 2022 Airport Court Marietta GA 30060		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Arch Specialty Insurance Company <b>INSURER B:</b> Infinity Casualty Insurance Company <b>INSURER C:</b> Scottsdale Insurance Company <b>INSURER D:</b> Accident Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>	

**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 EXCLUSION 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 ISBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	AGL000979000	02/22/2014	02/22/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X X	510-21380-7485-001	03/20/2014	03/20/2015	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS 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"/> EXCESS LIAB	X X	XBS0037260	02/22/2014	02/22/2015	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A X	WCV500629900	02/22/2014	02/22/2015	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The County and County Parties are listed as additional insureds for ongoing and completed operations with respect to general liability if required by written contract. The general liability also includes a waiver of subrogation and is primary and non-contributory. The County and County Parties are listed as additional insureds with respect to the auto liability if required by written contract. The auto liability also contains a waiver of subrogation if required by written contract. The worker's compensation also contains a waiver of subrogation if required by written contract.

<b>CERTIFICATE HOLDER</b> Cherokee County Board of Commissioners 1130 Bluffs Parkway Canton GA 30114	<b>CANCELLATION</b> 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:
---	---



**Lynn Mandt**  
**Estimating Coordinator**  
**BDH Group, LLC**  
2022 Airport CT SE  
Marietta, GA 30060  
770.955.0065 tel  
770.955.0012 fax



**From:** Savannah Shadburn [<mailto:sshadburn@cherokeega.com>]  
**Sent:** Tuesday, February 25, 2014 3:21 PM  
**To:** Lynn Mandt  
**Subject:** RE: References

Thanks! Any idea when I can expect an updated quote?

Thanks!

*Savannah Shadburn*  
Procurement & Risk Management  
Cherokee County Board of Commissioners  
1130 Bluffs Pkwy - Canton, GA 30114  
Phone: 678-493-6033 Fax: 678-493-6035

*Please visit our [website](#) for current Bids & RFPs!*

**From:** Lynn Mandt [<mailto:lmandt@bigdogdemo.com>]  
**Sent:** Tuesday, February 25, 2014 3:20 PM  
**To:** Savannah Shadburn  
**Subject:** References

Hi Savannah,

Here are just a few references we have:



BIG • DOG • COMPANIES

PROPOSAL PREPARED FOR  
**CHEROKEE BOARD OF  
COMMISSIONERS**

Bid Submitted To: Savannah Shadburn	Bid Submitted By: Jay Anderson	Date: 10/25/2013
Company: Cherokee Board of Commissioners	Office/Mobile Numbers: 678.493.6033	
Street Address: 1130 Bluffs Pkwy	Job Name: CHEROKEE TOWER	
City, State, Zip Code: Canton, GA 30114	Job Location: SR 20 Canton, GA	Bid #: 80753

**Demolition Scope**

**DEMOLITION OF THE FOLLOWING ACCORDING TO DEMO PLANS**  
*DEMOLITION INCLUDES REMOVAL AND DISPOSAL OF ITEMS REFERENCED*

REMOVE AND DISPOSE OF ANTENNEA FORESTRY TOWER

UPON COMMENCEMENT OF DEMOLITION, BDH GROUP RETAINS SALVAGE RIGHTS

**We Propose To Complete In Accordance With The Above Specification For The Sum Of:**

Base Bid:           \$12,475.00            
*Hauling and disposal included in base bid*

**Proposal Is Valid For 60 Days.**

**Exclusions**

**Non-Demolition Exclusions**

- MEP Disconnects
- Layouts
- Patch &/or Repairs
- Permits
- Sales Tax

**Demolition Exclusions**

- Hazardous Material Abatement
- Coolant recapture
- Sitework
- Retaining Walls
- Preparation and/or Patching





## Cherokee County, Georgia Agenda Request

---

SUBJECT: Inalfa Expansion Impact Fee Exemption

MEETING DATE: April 15, 2014

SUBMITTED BY: Margaret Stallings, Principal Planner

---

COMMISSION ACTION REQUESTED:

Consider approval of a 50% exemption of impact fees for the 45,000 square foot addition to Inalfa Roof Systems building. This exemption would be equal to \$12,973.63 .

---

FACTS AND ISSUES:

This 45,000 square foot addition represents another \$6 million of investment in the building and equipment. This expansion of the business will add 100 more jobs at this location. Additional information is contained in the attached application package.

---

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes  No  Ordinance/Resolution: Yes  No

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

---

ADMINISTRATIVE RECOMMENDATION:

Approval.

---

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Handwritten signatures of the Department Head, Agency Director, and County Manager over horizontal lines.

# Cherokee County Impact Fee Review Application

## Type of Application

Check all that apply

- Exemption      Credit      Appeal  
(Note: Credit may only be given for system improvements.)     (Note: The decisions of the Impact Fee Administrator and Impact Fee calculations may be appealed.)

## Applicant Information

Name	Alan Gray	Phone	678-367-4217
Company	John W. Rooker and Assoc., Inc.	Fax	
Street Address	4920 North Royal Atlanta Drive	Email Address	alangray@rookerco.com
City	Tucker	Preferred Contact Method	<input type="checkbox"/> Phone <input type="checkbox"/> Email
State	Georgia		
Zip	30084		

## Property Information

Street Address	1000 Cherokee Pkwy	City	Acworth
Tax Map	21N06	Parcel Number	285
Zoning Case Number	09-01-004	Variance Case Number	

*Please fill out information below if Applicant is **NOT** the Property Owner*

Owner Name	Phone
Street Address	State
City	Zip

## Exemption Details

*Basis for Exemption*

- Extraordinary Economic Development

*Please attach the following information to complete waiver request:*

- Certified Impact Fee Calculation
- Exemption Information Sheet

*Amount of Requested Exemption*

**\$ 12,973.63**

## Credit Details

*Brief Description of System Improvement(s)*

*Public Facility of Credit(s) Requested:*

- Libraries     Fire Protection     Sheriff's Patrol     Public Safety Facility     Parks/Recreation  
 Transportation

*Amount of Requested Credit*

**\$**

*Total Value of System Improvement(s)*

**\$**

*Please attach the following information to complete credit request:*

- Certified Impact Fee Calculation Information about system improvements for credit

**Appeals Details**

Type of Appeal

- Impact Fee Calculation
- Administrator Decision

Please attach the following information to complete waiver request:

- Certified Impact Fee Calculation
- Information concerning appeal

---

Brief Description of Appeal

**Staff Use Only**

Date Received

Date of Impact Fee Board Meeting

Date of Board of Commissioners Meeting

# Impact Fee Exemption Information Sheet

## Project Name & Address

Inalfa Roof Systems  
1000 Cherokee Parkway, Acworth, GA 30102

## Brief Description of Project

This project consists of a 45,000 square foot expansion of the existing Inalfa automotive parts manufacturing/distribution facility within the Cherokee 75 Corporate Park. The expansion will result in a capital investment of \$6,000,000, and 100 additional jobs created.

## Industry Classification

NAICS Code 336390  
Description Sunroofs and parts, automotive, truck, and bus, manufacturing

## Capital Investment

Size of Facility (sqft and acres) 210,000 total sqft (45,000 new sqft) on a 16.79 acre site  
Type of Facility Construction Tilt-up concrete with steel infill  
Value of Investment  
Land Cost  
Building \$3,000,000  
Equipment \$3,000,000

## Local Impact of Project

Annual Payroll at Facility 2014 facility payroll will be approximately \$5.6 million. This will increase as additional jobs are added.  
Average Wage \$24.71/hour + 23% benefits package  
Number of Jobs Created and/or Retained 100 new jobs created  
Job Skill Levels  
Skilled 25  
Unskilled 75

## Development Authority Recommendation

Yes  No

*If yes, please attach either the minutes of the meeting or a recommendation letter.*

## Additional Information

*Please include any additional information here or as an attachment.*

**CHEROKEE COUNTY IMPACT FEE PROGRAM**

Building Permit Number: PR20140000779 Date issued: 3/27/2014

Construction Address: 1000 Cherokee Pkwy

Subdivision Name: Inalfa Roof Systems

Lot#: District: Land Lot#:

Parcel#: Map#: 

Post 3
--------

Owner: Cherokee County Development Authority

Owner Street Address: 3605 Marietta Highway

City: Canton State: GA Zip: 30114

Use of Building: 

320-Manufacturing
-------------------

Unit of Measure: square foot

Total Units:	45000
Per Unit Fee:	\$0.57661
Impact Fee:	\$25,947.25
Individual Assessment:	not applicable

Number: 14812

Amount Paid: \$0.00

Form of Payment: 

--

Fee Payer:

Fee Payer Address:

\_\_\_\_\_  
*Signature of Fee Payer*

\_\_\_\_\_  
*Signature for County Building Department*

**NOTICE:** You must bring this Impact Fee certification with you to process the Impact Fee. The Certification is good for 180 days from the date on this form.



CHEROKEE | ECONOMIC  
OFFICE OF | DEVELOPMENT

31 March 2014

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

Dear Mr. Cooper,

Thank you for your assistance in securing Inalfa Roof Systems most recent expansion at Cherokee 75 Corporate Park. As you know, we are working with Rooker to expand the current 165,444 sq ft facility to 210,000 sq ft at 1000 Cherokee Parkway.

Because of the competitiveness of this project, we respectfully request a 50% reduction in impact fees on the expansion. As you know, we were competing with other Inalfa facilities in Michigan and Mexico. Based on the impact fee schedule, their 45,000 sq ft expansion would be required to pay an impact fee of \$27,947.25. Since this is a regional headquarters, manufacturing and distribution facility, it does qualify for a reduction or waiver.

Please let me know if you have any questions. Thank you for your consideration.

Sincerely,

Misti Martin, President

**Mayor**

A. R. Roberts, III

**Council Members**

John Byrd  
 Frank Homiller  
 Mickey O'Malley  
 Lee Prettyman  
 Andrenia Stoner

**CITY OF BALL GROUND**
[www.cityofballground.com](http://www.cityofballground.com)
**City Manager**

Eric Wilmarth

**City Attorney**

Darrell Caudill

**City Clerk**

Karen Jordan

March 19, 2014

The Cherokee County Commissioners of Cherokee County  
 1130 Bluffs Parkway  
 Canton, Georgia 30114

Dear Commissioners:

Please be advised that the City of Ball Ground, Georgia, by the authority vested in the Mayor and City Council of the City of Ball Ground, Georgia by Article 2 of Chapter 36, title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, returned receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Ball Ground, in accordance with O.C.G.A. §36-36-6 and O.C.G.A. §36-36-9.

**All that tract or parcel of land lying and being in Land Lot 77 of the 3<sup>rd</sup> District, 2<sup>nd</sup> Section of Cherokee County, Georgia, being 2.00 acres, more particularly described as tract 1 on a plat of survey for Ball Ground Industrial properties, LLC. By Chastain & Reece, P.C. recorded in Plat Book 67, Page 124, Cherokee County Records, which plat is incorporated herein by reference for a more complete description of the property. Also, described as Cherokee County Tax Map No. 03N01, Parcel No. 065B. No zoning change is being requested.**

Pursuant to O.C.G.A. §36-36-7 and O.C.G.A. §36-36-9, you must notify the Mayor and City Council of the City of Ball Ground, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Pursuant to O.C.G.A. §36-36-4 a public hearing on zoning of the property to be annexed as (Insert zoning classification) will be held (insert time and place). If the County has an objection under O.C.G.A. §36-36-113, in accordance with the objection and resolution process, you must notify Karen Jordan, City Clerk within thirty (30) calendar day of the receipt of this notice.

Sincerely,

Karen L. Jordan,  
 City Clerk  
 City of Ball Ground

CITY OF BALL GROUND  
PETITION FOR ANNEXATION  
Number 2014-A.303

Name(s) of Property Owners(s) Robert A. Bitz

Addresses 100 North Gate Ind. Dr., Ball Ground, GA 30107

Home Phone \_\_\_\_\_ Business 770-737-2433

Address Of Property To Be Annexed 425 Old Howell Bridge Rd.

Zoning Classification LI

Proposed Use of Property: Commercial  Development  Residential  Agricultural   
(If development please include a timetable if available)

Cherokee County Tax Map and Parcel # 03N01 065B

Cherokee County Plat Book # 67 Page # 124

Acreage 2.00 Assessed Value \_\_\_\_\_

Street(s) adjacent to property to be annexed Old Howell Bridge Rd.

How is property contiguous to existing city limits southern boundary  
adjoins existing city limits

Does property have access to city water? yes

Number of Adults in residence \_\_\_\_\_

Number of Children under 18 years of age in residence \_\_\_\_\_

I/We, the petitioner(s), hereby represent and warrant that the foregoing is true and request that the City of Ball Ground City Council annex the above described properties so that they may be included within the corporate limits of the City of Ball Ground.

Signature(s) of property owner(s) Robert A. Bitz

STAFF USE ONLY

1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

ADJACENT PROPERTY OWNERS

Name Preston W. Slayden Parcel # 03N01 065C  
Address 13095 Reinhardt College Pkwy City Waleska Zip 30183

Name Northwest Industries, LLC Parcel # 03N01 065E  
Address 205 Wellington Falls Way City Canton Zip 30114

Name Kenneth O. Dickerson Parcel # 03N01 071  
Address 445 Old Howell Bridge Rd. City Ball Ground Zip 30107

Name OHR Family Farm, LLC Parcel # 03N01 120  
Address PO Box 751 City Canton Zip 30169

Name \_\_\_\_\_ Parcel # \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Parcel # \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Parcel # \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

PLEASE SUBMIT APPLICATION WITH COPY OF DEED AND PLATT.

Prepared by and After Recording Return to:  
**SELLERS & WARREN, P.C.**  
101 Woodland Way, Suite 1A  
Canton, GA 30114  
FILE # C133416

**LIMITED WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF CHEROKEE

THIS INDENTURE is made this 18th day of April, 2013, by and between **RENASANT BANK** (herein called "Grantor") and **ROBERT A. BITZ** (herein called "Grantee"). The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and the plural.

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does grant, bargain, sell, alien, convey and confirm unto Grantee, and the successors, legal representatives and assigns of Grantee, all that tract or parcel of land lying and being in Land Lot 77 of the 3rd District, 2nd Section of Cherokee County, Georgia, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference thereto.

GRANTEES ARE PURCHASING THE PROPERTY IN AN "AS IS" CONDITION, "WITH ALL FAULTS" AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF, GRANTOR. GRANTOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATIONS OR WARRANTIES TO GRANTEES WHATSOEVER, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY. GRANTEES ACKNOWLEDGE THAT GRANTOR HAS NOT MADE, DOES NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO THE CONDITION OF COMPLIANCE OF THE PROPERTY WITH RESPECT TO ANY ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE, AND SPECIFICALLY INCLUDING THOSE PERTAINING TO ANY PRESENCE OF LEAD-BASED PAINT OR LEAD-BASED POINT HAZARDS ON THE PROPERTY. GRANTEES HAVE MADE SUCH INSPECTION OF THE PROPERTY AS IT BELIEVES TO BE WARRANTED UNDER THE CIRCUMSTANCES AND NOT RELIED UPON ANY REPRESENTATION OF GRANTOR.

TO HAVE AND TO HOLD said tract or parcel of land, together with any and all of 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 SHALL WARRANT and forever defend the right and title to said tract or parcel of land unto Grantee, and the successors, legal representatives and assigns of Grantee, against the claims of all persons, claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute, seal and deliver this indenture, all the day and year first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:  
RENASANT BANK

K. Sell  
Unofficial Witness

[Signature]  
By: Bradley Rutledge, Loss Share  
Credit Officer

Cindy Cooley  
Notary Public  
My commission expires: May 13 2013

[Signature]  
By: Matt Coffing, AVP, OREO Sales  
Officer

(SEAL)



COOLEY

Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 77 OF THE 3RD DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA, BEING 2.00 ACRES, MORE PARTICULARLY DESCRIBED AS TRACT 1 ON A PLAT OF SURVEY FOR BALL GROUND INDUSTRIAL PROPERTIES, L.L.C. BY CHASTAIN & REECE, P.C. RECORDED IN PLAT BOOK 67, PAGE 124, CHEROKEE COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE DESCRIPTION OF THE PROPERTY.

COPY

**STANDARD NOTES**

**CLOSURE STATEMENT:**  
THE FIELD DATA ON WHICH THIS PLAT IS BASED -  
ANGULAR ERROR PER POINT: 5"  
CLOSURE PRECISION: 1:50,000  
FIELD DATA ADJUSTED BY LEAST SQUARES  
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE -  
CLOSURE PRECISION: 1:50,000+

**FLOOD STATEMENT:**  
THIS PROPERTY IS NOT LOCATED IN A  
FLOOD HAZARD AREA AS SHOWN FROM FLOOD  
INSURANCE RATE MAP (FIRM)  
COUNTY: CHEROKEE  
PARCEL # 150070150 U  
DATE: JULY 15, 2000

"You shall not encroach thy neighbor's  
landmark, which they of old time have set."  
Deuteronomy 19:14 KJV

**LEGAL STATEMENT:**  
This survey and the findings does not constitute a  
title search or title opinion by Chastain & Reece,  
P.C. or land surveyors. All data used for the  
location of property lines, easements, adjoining  
owners, etc., was gained from public records, the  
grant, or other sources as referenced. No abstract  
of title or title commitment, nor results of title  
searches were provided to the surveyor. Other  
documents or situations may exist that would  
affect this property. As with any land transaction  
a title search and certificate is recommended in  
conjunction with this survey. For whom you must  
consult with a competent title attorney. All  
matters of title excepted.

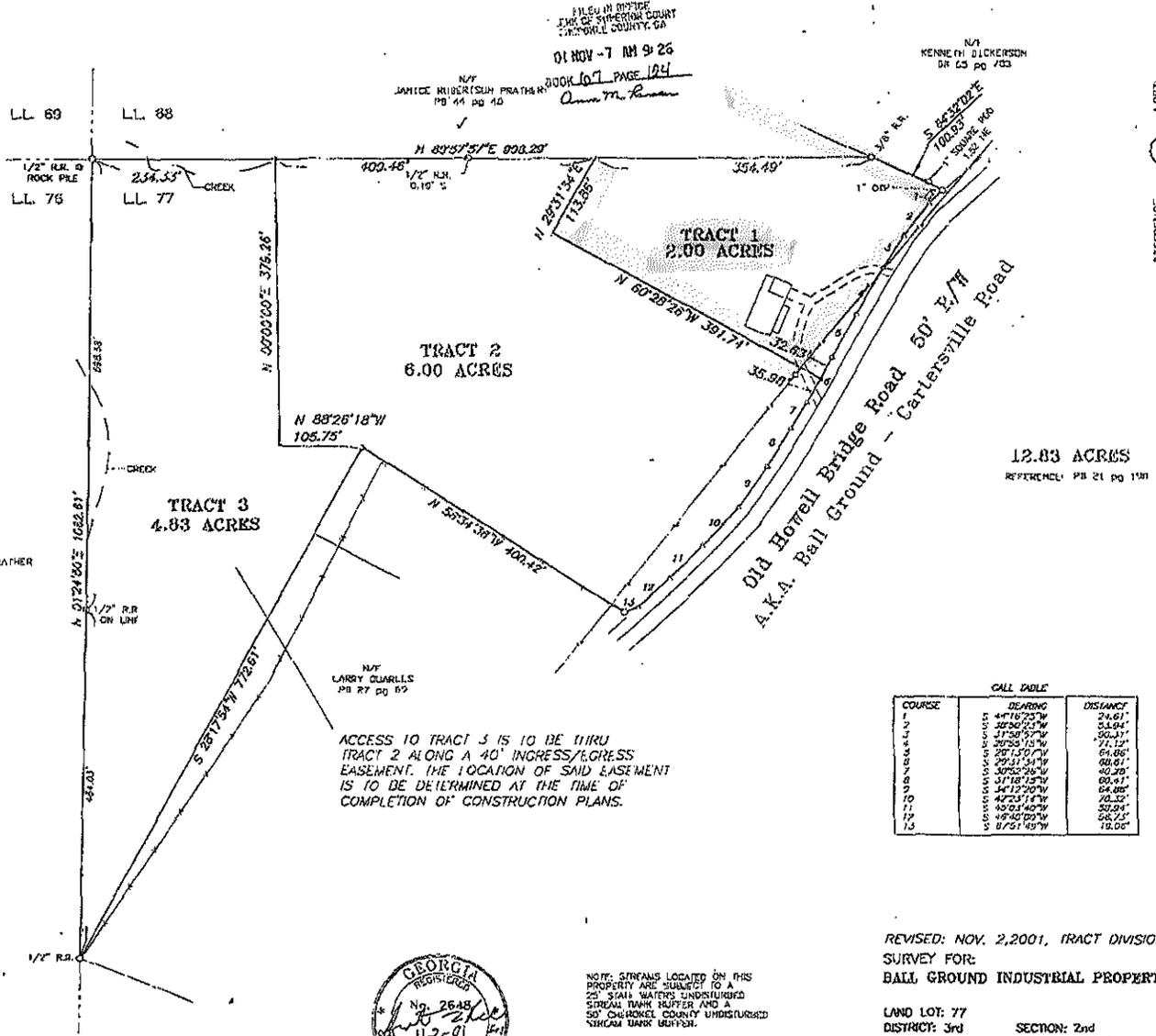
**EQUIPMENT USED:**  
ALL LINEAR AND ANGULAR MEASUREMENTS OBTAINED  
BY USE OF TOPCON ELECTRONIC TOTAL STATION:  
TOPCON GTS-312

DCI: JU	COMPS: JU	DRAWN: CM	CHECKED: SR
---------	-----------	-----------	-------------

NOTE: The date of the plat is the date that the prints  
were run and signed only. Field work and boundary  
conditions certified only as of 10/11/01.  
Date of plat preparation is as shown in title block.

N/T  
JANICE ROBERTSON PRATHER  
PB 44 PG 40

- LEGEND**
- IMP O IRON PIN FOUND
  - IFS O IRON PIN SET
  - RIE O IRON
  - Δ COMPUTED POSITION
  - LAND LOT LINE (L.L.)
  - DB. / pg. DEED BOOK & PAGE
  - PL. / pg. PLAT BOOK & PAGE
  - RIGHT OF WAY (R/W)
  - STREAM / POND
  - N/F NOW OR FORMERLY
  - P/P PROPERTY LINE
  - C/L CENTER LINE
  - OVERHEAD UTILITY
  - PP ○ UTILITY POLE
  - RR or RB REINFORCING ROD
  - OP OPEN TOP PIPE
  - CIP CRIMP TOP PIPE
  - FENCE
  - DIRT OR GRAVEL ROAD
  - PAV. PAVEMENT
  - GRAV. GRAVEL
  - P.O.B. POINT OF BEGINNING
- MONUMENT DIMENSIONS ARE  
OUTSIDE/OVERALL DIMENSIONS.  
ALL I'S ARE 5/8" REBAR  
UNLESS OTHERWISE NOTED.



**CHASTAIN & REECE, P.C.**  
LAND SURVEYING & PLANNING

P.O. Box 1624 Ellijay, Ga 30540 (706) 278-7528  
P.O. Box 1358 Canton, Ga 30114 (770) 479-9698



NOTE: STREAMS LOCATED ON THIS  
PROPERTY ARE SUBJECT TO A  
25' BANK WATERS UNDISTURBED  
STREAM BANK BUFFER AND A  
50' CHEROKEE COUNTY UNDISTURBED  
STREAM BANK BUFFER.

06D 80125  
06B 80125

**Mayor**

A. R. Roberts, III

**Council Members**

John Byrd

Frank Homiller

Mickey O'Malley

Lee Prettyman

Andrenia Stoner

**CITY OF BALL GROUND**

www.cityofballground.com

**City Manager**

Eric Wilmarth

**City Attorney**

Darrell Caudill

**City Clerk**

Karen Jordan

March 19, 2014

The Cherokee County Commissioners of Cherokee County  
1130 Bluffs Parkway  
Canton, Georgia 30114

Dear Commissioners:

Please be advised that the City of Ball Ground, Georgia, by the authority vested in the Mayor and City Council of the City of Ball Ground, Georgia by Article 2 of Chapter 36, title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, returned receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Ball Ground, in accordance with O.C.G.A. §36-36-6 and O.C.G.A. §36-36-9.

**The property consists of 72+/- acres and is located at 503 Heritage Ct., 504 Heritage Ct., 505 Heritage Ct., 506 Heritage Ct., 507 Heritage Ct. and 508 Heritage Ct., Ball Ground, Ga. 30107. The property is described as all that tract or parcel of land lying and being Land Lots 270 of the 4<sup>th</sup> District, 2<sup>nd</sup> Section of Cherokee County, being Lots 70, 71, 72, 73, 74, 75 as shown on plat entitled Final Plat for Heritage Woods recorded in Plat Book 97, pages 145-149 and further described as Cherokee Co. Tax Map 04N01A Parcel No. 070,071,072,073,074 and 075. And all that tract or parcel of land lying and being in Land Lot 301 of the 4<sup>th</sup> District, 2<sup>nd</sup> Section, Cherokee County, Georgia and being more particular described as Cherokee County Tax Map No. 04N02 Parcel No. 050. No zoning change is being requested.**

Pursuant to O.C.G.A. §36-36-7 and O.C.G.A. §36-36-9, you must notify the Mayor and City Council of the City of Ball Ground, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Pursuant to O.C.G.A. §36-36-4 a public hearing on zoning of the property to be annexed as (insert zoning classification) will be held (insert time and place). If the County has an objection under O.C.G.A. §36-36-113, in accordance with the objection and resolution process, you must notify Karen Jordan, City Clerk within thirty (30) calendar day of the receipt of this notice.

Sincerely,

Karen L. Jordan,  
City Clerk  
City of Ball Ground

CITY OF BALL GROUND  
PETITION FOR ANNEXATION  
Number 2014-A301

1. Name(s) of Property Owners(s) Marion Spence 72 LLC  
6145 Crooked Creek Rd, Suite C, Norcross, GA 30092.
2. Addresses Marion Spence Rd, 504 Heritage Ct, 506 Heritage Ct, 508 Heritage Ct,  
507 Heritage Ct, 505 Heritage Ct, 503 Heritage Ct
3. Home Phone \_\_\_\_\_ Business 404-569-5904
4. Address Of Property To Be Annexed \_\_\_\_\_
5. Zoning Classification Ag + R-30
6. Proposed Use of Property:  Commercial  Development  Residential  Agricultural  
(If development please include a timetable if available)
7. Cherokee County Tax Map and Parcel # 041062 050, 041061A 070, 071, 072, 073, 074, 075
8. Cherokee County Plat Book # \_\_\_\_\_ Page # \_\_\_\_\_
9. Acreage 72 +/- ac Assessed Value \$ 370,000
10. Street(s) adjacent to property to be annexed Marion Spence
11. How is property contiguous to existing city limits \_\_\_\_\_
12. Describe the location of the area to be annexed and also attach a clear map indicating the location of the property.
13. Does property have access to city water? \_\_\_\_\_
14. Number of Adults in residence 0
15. Number of Children under 18 years of age in residence 0

I/We, the petitioner(s), hereby represent and warrant that the foregoing is true and request that the City of Ball Ground City Council annex the above described properties so that they may be included within the corporate limits of the City of Ball Ground.

Signature(s) of property owner(s) [Signature] for Pentagon Investments LLC, Managing Member

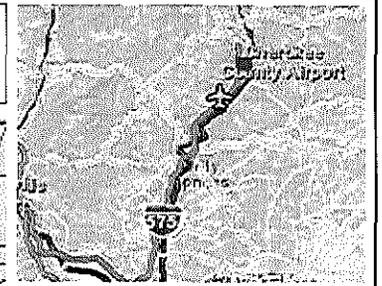
STAFF USE ONLY

1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_



# Cherokee County, GA



- Legend**
- City and County Boundaries
  - Churches
  - Schools
  - Tax Parcels
  - World Street Map

1: 7,379

1,229.9 0 614.94 1,229.9 U.S. Survey Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

**Notes**

Deed Book 10070 Pg 202  
Filed and Recorded 2/12/2008 10:00:00 AM  
28-2008-005274

Transfer Tax \$286.00  
Patty Baker  
Clerk of Superior Court Cherokee Cty, GA

AFTER RECORDING, PLEASE RETURN TO:  
Marvin M. Rice, Esq.  
GANDY & RICE, P.C.  
Suite 590, 400 Northridge Road  
Atlanta, Georgia 30350

### WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF FULTON

THIS INDENTURE, made this 1<sup>st</sup> day of February, 2004, between HIGHWAY 53 PROPERTIES, INC., a Georgia corporation, (hereafter in this Indenture known as "Grantor"), and MARION SPENCE 72, LLC, a Georgia limited liability company (hereafter in this Indenture known and designated as "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and does by these presents grant, bargain, sell and convey to Grantee, and Grantee's respective heirs, successors and assigns, all of the following described land and interests in land, estates, easements, rights, improvements, property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, (hereinafter collectively referred to as the "Premises):

- (a) All that tract or parcel of land lying and being in Land Lot 270 of the 4th District, 2<sup>nd</sup> Section of Cherokee County, Georgia being more particularly described in Exhibit "A" attached hereto and made a part by reference hereof.
- (b) All buildings, structures and other improvements now located on the Land; and
- (c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements,

hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating, or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, now owned by Grantor.

**TO HAVE AND TO HOLD** the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Grantee and the successors and assigns of Grantee, **IN FEE SIMPLE**, forever; and Grantor covenants that Grantor is lawfully seized and possessed of the Premises, as aforesaid, and has good right to convey the same, that the same is unencumbered, except for those matters expressly set forth in Exhibit "B" attached hereto and by this reference made a part hereof, and that Grantor does warrant and will forever defend the title thereto against the claims of all persons, except as to those matters set forth in said Exhibit "B" attached hereto and by this reference made a part hereof.

**IN TESTIMONY WHEREOF**, Grantor has hereunto set Grantor's hand and affixed Grantor's seal the day and year first above written.

Signed, sealed and delivered  
on the 1<sup>st</sup> day of February,  
2008, in the presence of:

Deborah W Brown  
Unofficial Witness

Wootley  
Notary Public

**HIGHWAY 53 PROPERTIES, INC.,**  
a Georgia corporation

By William H. Lathem, Jr.  
William H. Lathem, Jr., President

(CORPORATE SEAL)

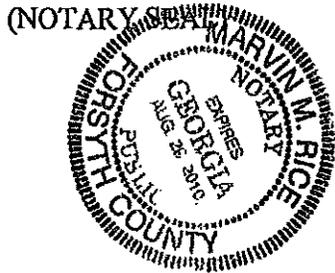


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 270 of the 4<sup>th</sup> District, 2<sup>nd</sup> Section of Cherokee County, Georgia, being Lots 70, 71, 72, 73, 74 and 75 as shown on plat entitled Final Plat for Heritage Woods recorded in Plat Book 97, pages 145-149, Cherokee County, Georgia Records, said plats being incorporated herein by this reference and made a part hereof.

EXHIBIT "B"

1. Real property taxes for 2008 and subsequent years not yet due and payable.
2. Matters shown on plat recorded in Plat Book 97, Page 149, Cherokee County, Georgia Records.
3. Access Easement Agreement filed October 10, 1989, in Deed Book 824, Page 60, aforesaid Records.
4. Access Easement Agreement filed September 18, 1989, in Deed Book 819, Page 56, aforesaid Records.
5. Right of Way Deed to Department of Transportation filed April 15, 1982, in Deed Book 320, Page 154, aforesaid Records.
6. Matters shown on plat recorded at Plat Book 37, Pages 206 and 207, aforesaid Records.

Deed Book 10070 Pg 211  
Filed and Recorded 2/12/2008 10:03:00 AM  
28-2008-005276

Transfer Tax \$769.20  
Patty Baker  
Clerk of Superior Court Cherokee Cty, GA

AFTER RECORDING, PLEASE RETURN TO:  
Marvin M. Rice, Esq.  
GANDY & RICE, P.C.  
Suite 590, 400 Northridge Road  
Atlanta, Georgia 30350

### WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF FULTON

THIS INDENTURE, made this 1<sup>st</sup> day of February, 2008, between COMA PROPERTIES, INC., a Georgia corporation, (hereafter in this Indenture known as "Grantor"), and MARION SPENCE 72, LLC, a Georgia limited liability company (hereafter in this Indenture known and designated as "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and does by these presents grant, bargain, sell and convey to Grantee, and Grantee's respective heirs, successors and assigns, all of the following described land and interests in land, estates, easements, rights, improvements, property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, (hereinafter collectively referred to as the "Premises):

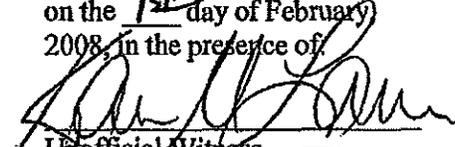
- (a) All that tract or parcel of land lying and being in Land Lot 301 of the 4th District, 2<sup>nd</sup> Section of Cherokee County, Georgia being more particularly described in Exhibit "A" attached hereto and made a part by reference hereof.
- (b) All buildings, structures and other improvements now located on the Land; and
- (c) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, tenements,

hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating, or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, now owned by Grantor.

**TO HAVE AND TO HOLD** the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Grantee and the successors and assigns of Grantee, **IN FEE SIMPLE**, forever; and Grantor covenants that Grantor is lawfully seized and possessed of the Premises, as aforesaid, and has good right to convey the same, that the same is unencumbered, except for those matters expressly set forth in **Exhibit "B"** attached hereto and by this reference made a part hereof, and that Grantor does warrant and will forever defend the title thereto against the claims of all persons, except as to those matters set forth in said **Exhibit "B"** attached hereto and by this reference made a part hereof.

**IN TESTIMONY WHEREOF**, Grantor has hereunto set Grantor's hand and affixed Grantor's seal the day and year first above written.

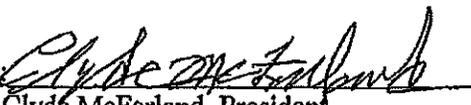
Signed, sealed and delivered  
on the 1<sup>st</sup> day of February  
2008, in the presence of

  
Unofficial Witness

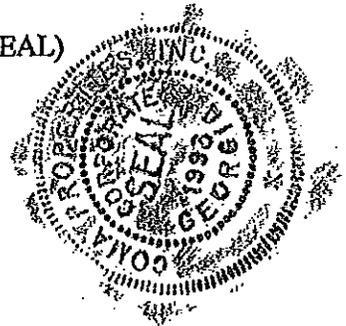
  
Notary Public



**COMA PROPERTIES, INC.,**  
a Georgia corporation

By:   
Clyde McFarland, President

(CORPORATE SEAL)



## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 301 of the 4th District, 2nd Section, Cherokee County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin found at the southeast corner of Land Lot 301, being the common corner of Land Lots 300, 301, 308, and 309, said District, Section and County; thence along the south land lot line of Land Lot 301 South 88 degrees 26 minutes 10 seconds West a distance of 1316.07 feet to an iron pin found; thence continuing along said land lot line North 89 degrees 48 minutes 40 seconds West a distance of 284.39 feet to an iron pin found at the intersection of said land lot line with the east right of way line of Interstate 575 (variable right of way); thence along said right of way line along the arc of a curve to the left (said curve having a radius of 7839.44 feet and being subtended by a chord bearing North 04 degrees 13 minutes 35 seconds West a distance of 347.93 feet) an arc distance of 347.96 feet to an iron pin; thence continuing along said right of way line North 05 degrees 45 minutes 35 seconds West a distance of 1490.47 feet to a concrete monument; thence continuing along said right of way line North 01 degree 26 minutes 25 seconds East a distance of 201.42 feet to a concrete monument; thence continuing along said right of way line North 12 degrees 45 minutes 40 seconds West a distance of 201.57 feet to a concrete monument; thence continuing along said right of way line North 05 degrees 42 minutes 55 seconds West a distance of 464.75 feet to a big nail found at the intersection of said right of way line with the north land lot line of Land Lot 301; thence leaving said right of way line and running along said land lot line North 89 degrees 12 minutes 20 seconds East a distance of 553.65 feet to an iron pin found; thence leaving said land lot line and running South 00 degrees 50 minutes 40 seconds West a distance of 1328.48 feet an iron pin found; thence South 89 degrees 05 minutes 05 seconds East a distance of 875.98 feet to an iron pin found; thence South 89 degrees 43 minutes 00 seconds East a distance of 463.64 feet to an iron pin found on the east land lot line of Land Lot 301; thence along said land lot line South 00 degrees 32 minutes 50 seconds West a distance of 1318.44 feet to an iron pin and point of beginning. Said tract containing 66.01 acres and being a compilation of Tracts 5A, 5B, and 5C, shown as the Marion Spence property, in Deed Book 9151, pages 85-87, Cherokee County Deed Records, and being shown on Boundary Survey for Pentagon Investments, LLC, dated September 11, 2007, prepared by Landmarx, Inc., Jim Norton, R.L.S. No. 2260.

EXHIBIT "B"

1. Real property taxes for 2008 and subsequent years not yet due and payable.
2. All matters as shown on plats recorded in Plat Book 37, pages 206 and 207, Cherokee County, Georgia Records.
3. Terms and conditions of Easement between W.T. Autrey, Bertha Autrey, T. Harold Harris and Oscar Robertson dated September 23, 1989 in Deed Book 824, page 60, aforesaid Records.
4. Terms and conditions of Easement between T. Harold Harris, Oscar Robertson, Charles M. Bruce, and Sarah B. Sanders dated September 18, 1989 in Deed Book 819, page 56, aforesaid Records.
5. Easement as contained in deed from T. Harold Harris to W. T. Autrey and Bertha Autrey dated September 15, 1989 in Deed Book 819, page 59, aforesaid Records.
6. Exception is taken to the rights of others to use the private easements as contained in Agreements recorded in Deed Book 819, page 59, Deed Book 819, page 56; Deed Book 824, page 60, and Plat Book 37, pages 206 and 207, aforesaid Records.
7. Right of Way Deed from Oscar Robertson to Department of Transportation filed March 19, 1982 in Deed Book 318, page 742, aforesaid Records.
8. Easement to Atlanta Gas Light Company dated July 16, 1968 in Deed Book 96, page 397, aforesaid Records.
9. Right of Way Deed from Harold Harris to Department of Transportation filed March 19, 1982 in Deed Book 318, page 734, aforesaid Records.
10. Easement to Atlanta Gas Light Company dated July 17, 1968 in Deed Book 96, page 400, aforesaid Records.
11. Easement to Atlanta Gas Light Company dated July 16, 1968 in Deed Book 96, page 420, aforesaid Records.
12. Records indicate a Georgia Power Company Right of Way Easement traversing subject property, aforesaid Records.
13. Matters shown on Boundary Survey for Pentagon Investments, LLC, dated September 11, 2007, prepared by Landmarx, Inc., Jim Norton, R.L.S. No. 2260.

15. All notices, requests, demands and other communications required or permitted to be given hereunder shall be sufficiently given in writing and delivered in person or sent by United States Certified Mail, Return Receipt Requested, Postage Prepaid, to the Party given such notice at the appropriate address set forth below or at such other address as the party to be notified shall have provided to the other party in writing;

As to the Assignor:

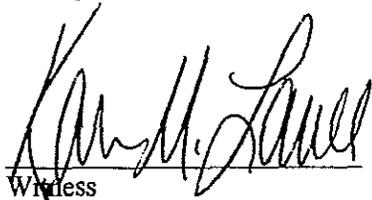
Marion Spence 72, LLC  
6185 Crooked Creek Road  
Suite C  
Norcross, Georgia 30092

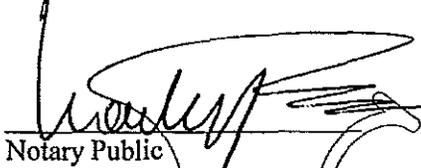
As to the Assignee:

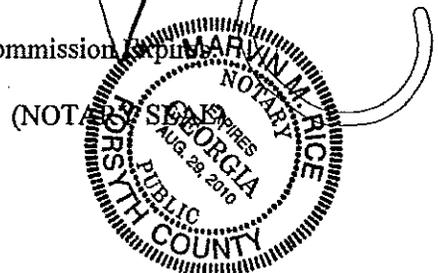
Community Bank of Pickens County  
15 Sammy McGhee Blvd.  
Jasper, GA 30143

IN WITNESS WHEREOF, Assignor has hereunto caused this Assignment to be executed by its duly authorized representative under seal as of the day and year above written.

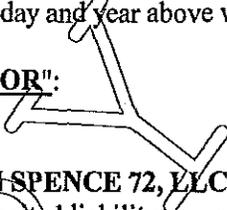
Signed, sealed and delivered this  
1<sup>st</sup> day of February, 2008,  
in the presence of:

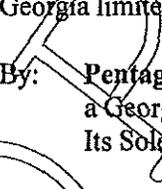
  
Witness

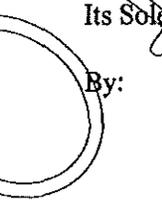
  
Notary Public

My Commission Expires  


"ASSIGNOR":

  
MARION SPENCE 72, LLC, a  
Georgia limited liability company

By:   
Pentagon Investments, LLC,  
a Georgia limited liability company,  
Its Sole Manager

By:   
G. Curtis Swilley, Inc., a Georgia  
corporation, its Member

By:   
G. Curtis Swilley,  
President

  
(CORPORATE SEAL)

**Mayor**  
A. R. Roberts, III



**City Manager**  
Eric Wilmarth

**Council Members**  
John Byrd  
Frank Homiller  
Mickey O'Malley  
Lee Prettyman  
Andrenia Stoner

**City Attorney**  
Darrell Caudill

**CITY OF BALL GROUND**  
[www.cityofballground.com](http://www.cityofballground.com)

**City Clerk**  
Karen Jordan

March 19, 2014

The Cherokee County Commissioners of Cherokee County  
1130 Bluffs Parkway  
Canton, Georgia 30114

Dear Commissioners:

Please be advised that the City of Ball Ground, Georgia, by the authority vested in the Mayor and City Council of the City of Ball Ground, Georgia by Article 2 of Chapter 36, title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, returned receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Ball Ground, in accordance with O.C.G.A. §36-36-6 and O.C.G.A. §36-36-9.

**All that tract or parcel of land lying and being in Land Lot 270 of the 4<sup>th</sup> district, 2<sup>nd</sup> Section of Cherokee County, Georgia, being Lots 1-69 and Lots 76 and 77, as well as all the remaining land contained and as shown on Plat entitled final plat for Heritage Woods Subdivision, as recorded in Plat Book 97, Pages 145-149, Cherokee County, Georgia Records, said plats being incorporated hereby this reference and made a part hereof.**

**It being the intent of the Grantor to convey all of the property on said plat including but not limited lots 1-69 and Lots 76 and 77 as well as any and all common area and other property. No zoning change is requested.**

**Less and except Lots 70, 71, 72, 73 and 75, Heritage Woods Subdivision, as show on Plat Book 97, Pages 145-149, Cherokee County Records.**

Pursuant to O.C.G.A. §36-36-7 and O.C.G.A. §36-36-9, you must notify the Mayor and City Council of the City of Ball Ground, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Pursuant to O.C.G.A. §36-36-4 a public hearing on zoning of the property to be annexed as (Insert zoning classification) will be held (insert time and place). If the County has an objection under O.C.G.A. §36-36-113, in accordance with the objection and resolution

CITY OF BALL GROUND  
PETITION FOR ANNEXATION  
Number 2014-A302

1. Name(s) of Property Owners(s) JBJ properties llc  
Jeff Banks
2. Addresses 9245 South River Farm Drive,  
Alpharetta, GA 30022
3. Home Phone \_\_\_\_\_ Business 770 316 7619
4. Address Of Property To Be Annexed See Attached
5. Zoning Classification R-30
6. Proposed Use of Property:  Commercial  Development  Residential   
Agricultural  
(If development please include a timetable if available)
7. Cherokee County Tax Map and Parcel # See Attached
8. Cherokee County Plat Book # 97 Page # 149, 148, 147, 146
9. Acreage 98 (+-) 98.10 Assessed Value \_\_\_\_\_
10. Street(s) adjacent to property to be annexed Marion Spence Rd.  
MARIAN SPENCE Rd.
11. How is property contiguous to existing city limits \_\_\_\_\_  
Via Marian Spence LLC Property
12. Describe the location of the area to be annexed and also attach a clear map indicating the location of the property.
13. Does property have access to city water? yes ~~no~~ CCWSA Water
14. Number of Adults in residence undeveloped
15. Number of Children under 18 years of age in residence n/a

I/We, the petitioner(s), hereby represent and warrant that the foregoing is true and request that the City of Ball Ground City Council annex the above described properties so that they may be included within the corporate limits of the City of Ball Ground.

Signature(s) of property owner(s) \_\_\_\_\_  

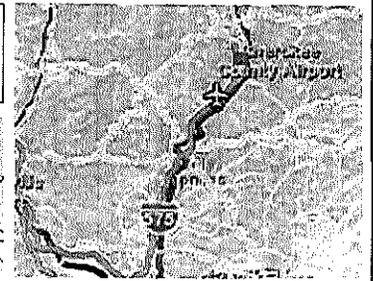

STAFF USE ONLY

1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_



# Cherokee County, GA



### Legend

- City and County Boundaries
- Churches
- Schools
- Tax Parcels
- World Street Map

1 - 2014-A302

11 - 2014-A301

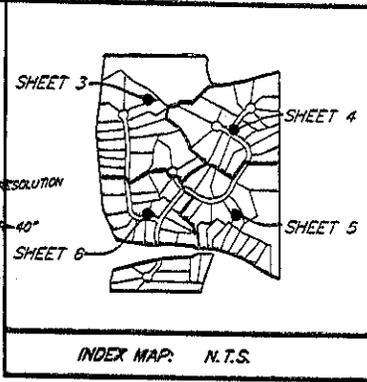
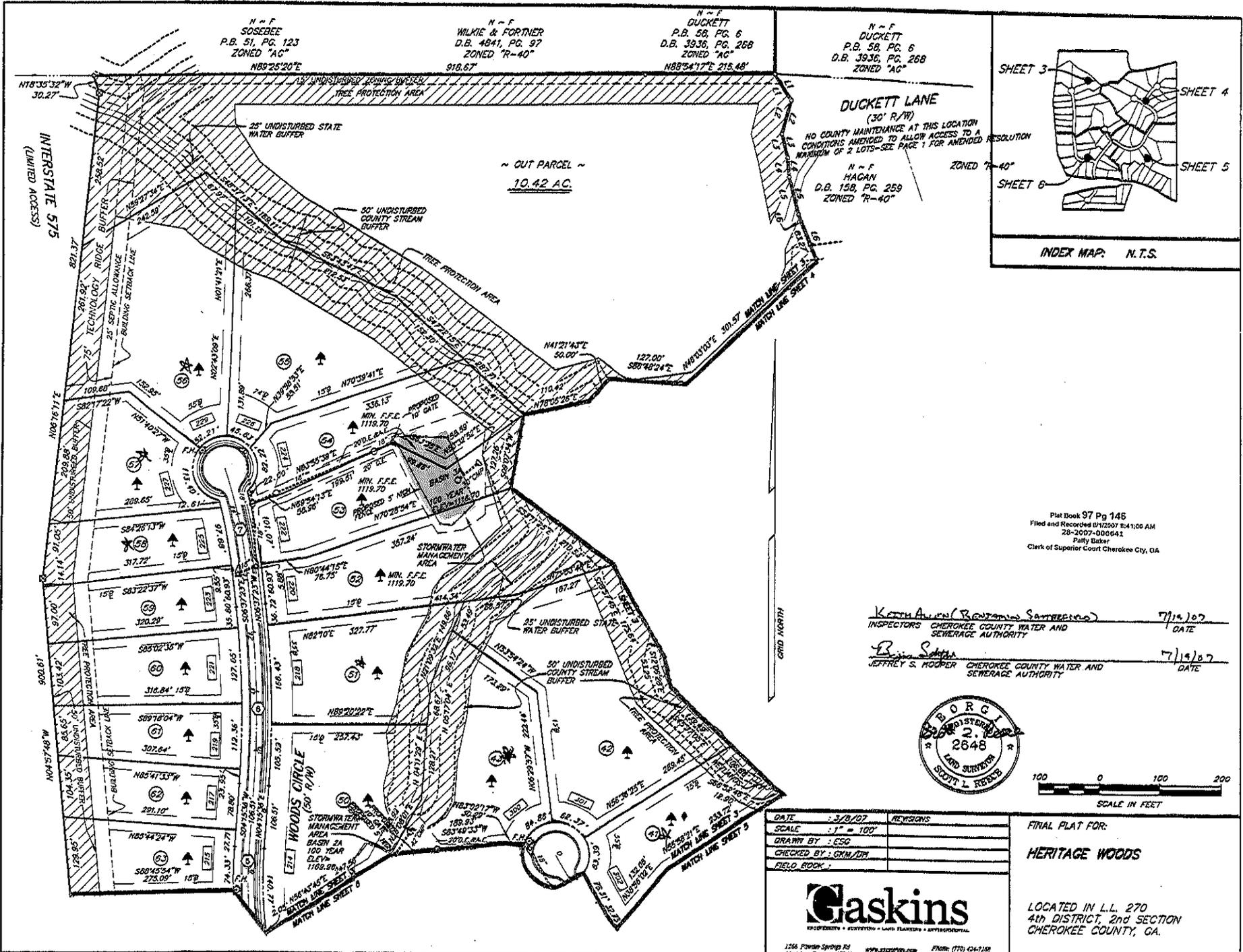
Marion Spence 72, LLC

### Notes

1,229.9 0 614.94 1,229.9 U.S. Survey Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Plat Book 97 Pg 145  
 Filed and Recorded 11/22/07 04:10:00 AM  
 28-2007-000641  
 Patty Baker  
 Clerk of Superior Court Cherokee City, GA

Kathy Allen (Roseanna Santelina) 7/11/07  
 INSPECTORS CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

Brian Suttis 7/19/07  
 JEFFREY S. HOOPER CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

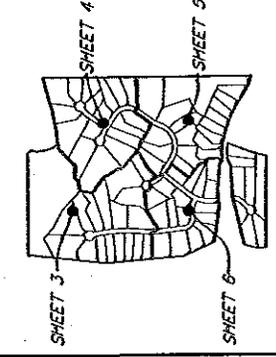
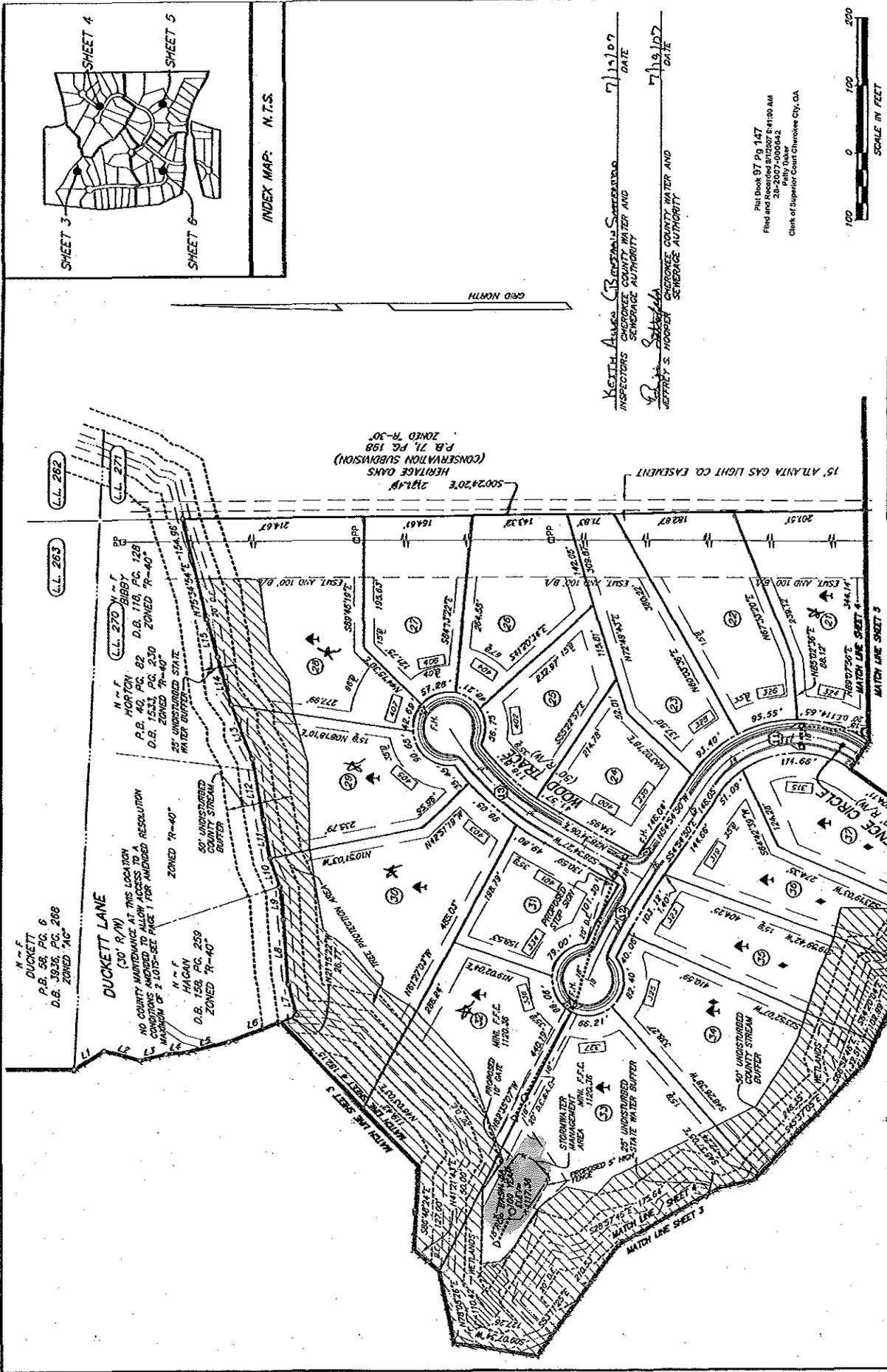


DATE	3/8/07	REVISIONS
SCALE	1" = 100'	
DRAWN BY	ESC	
CHECKED BY	GKM/JM	
FIELD BOOK		

FINAL PLAT FOR:  
**HERITAGE WOODS**

LOCATED IN L.L. 270  
 4th DISTRICT, 2nd SECTION  
 CHEROKEE COUNTY, GA.

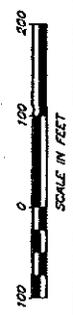




INDEX MAP: N.T.S.

KEITH ALLEN (SPECIAL AGENT)  
 INSPECTORS  
 CHEROKEE COUNTY WATER AND  
 SEWERAGE AUTHORITY  
 DATE 7/12/07  
 JEFFREY S. MOORE  
 CHEROKEE COUNTY WATER AND  
 SEWERAGE AUTHORITY  
 DATE 7/19/07

Plat Book 97 Pg. 147  
 Filed and Recorded  
 28-2007-000642  
 July 19, 2007  
 Clerk of Superior Court Cherokee City, GA

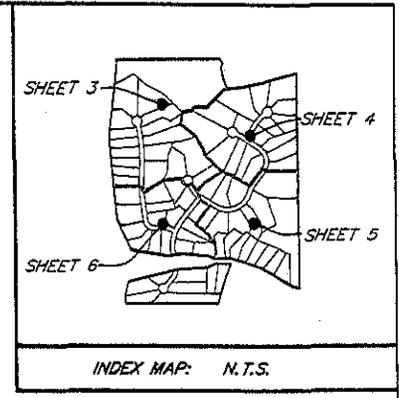
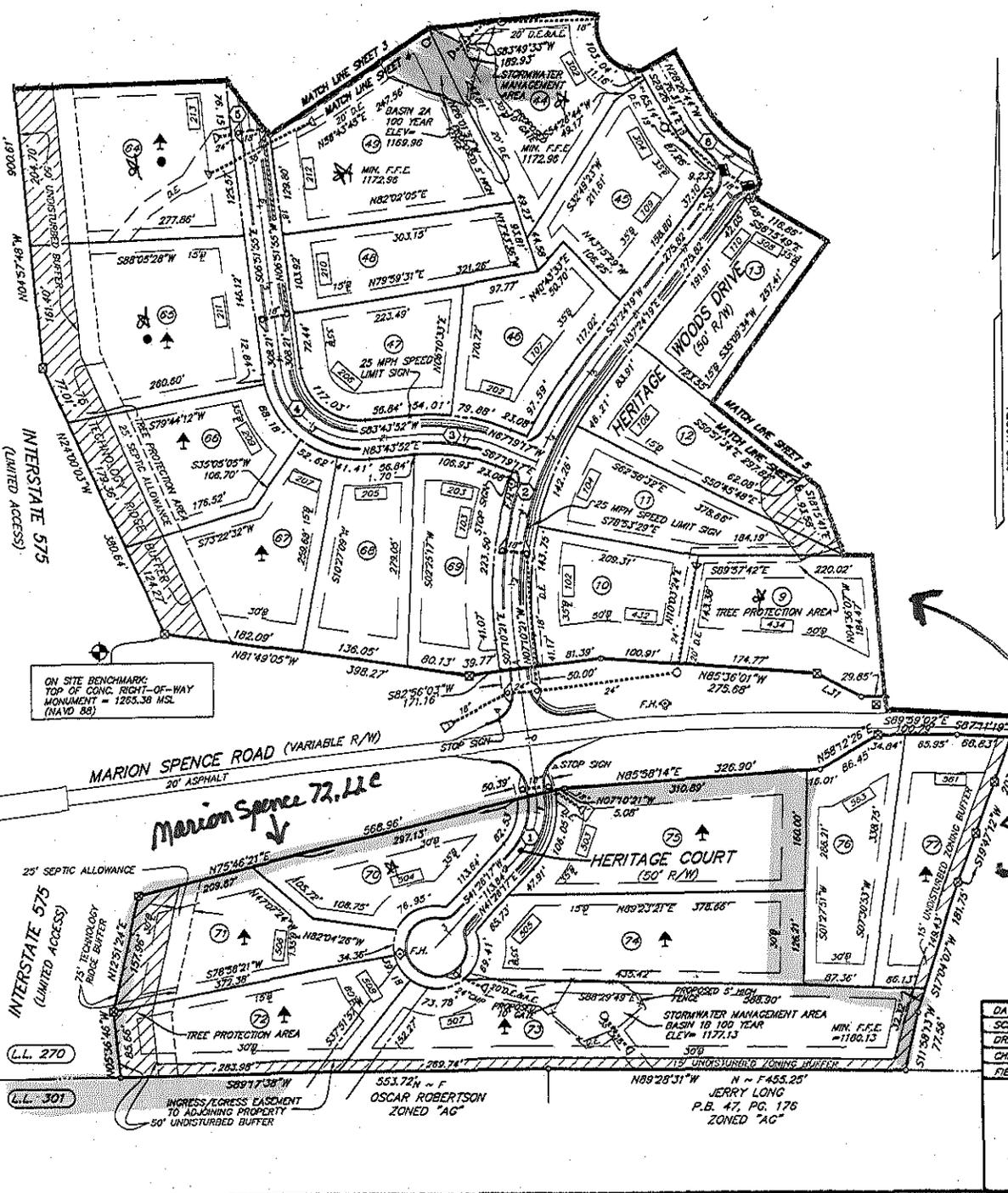


FINAL PLAT FOR  
 HERITAGE WOODS

LOCATED IN L.L. 270  
 4th DISTRICT, 2nd SECTION  
 CHEROKEE COUNTY, GA.







Plat Book 97 Pg 149  
 Filed and Recorded 01/20/07 8:41:00 AM  
 28-2007-00044  
 Patty Baker  
 Clerk of Superior Court Cherokee Cty, GA

Kenny Allen (Benjamin Somersland) 7/19/07  
 INSPECTORS CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE

Jeffrey S. Hooper 7/19/07  
 JEFFREY S. HOOPER CHEROKEE COUNTY WATER AND SEWERAGE AUTHORITY DATE



DATE	REVISIONS
3/9/07	
SCALE : 1" = 100'	
DRAWN BY : ESG	
CHECKED BY : CKM/DH	
FIELD BOOK :	

FINAL PLAT FOR:  
**HERITAGE WOODS**

LOCATED IN L.L. 270  
 4th DISTRICT, 2nd SECTION  
 CHEROKEE COUNTY, GA.

**Gaskins**  
 SURVEYING • DESIGN • LAND PLANNING • ENVIRONMENTAL

1266 Powder Springs Rd  
 Marietta, Georgia 30064  
 www.gaskinsurvey.com  
 Phone: (770) 424-7168  
 Fax: (770) 424-7193

Return Recorded Document to:  
THOMAS & BROWN, LLC  
241 HERITAGE WALK  
WOODSTOCK, GEORGIA 30188  
File #: 13-1461W

### WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF CHEROKEE

This Indenture made this 17<sup>th</sup> day of JANUARY, 2014 between HIGHWAY 53 PROPERTIES, INC, as party or parties of the first part, hereinafter called Grantor, and JBJ PROPERTIES, LLC, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH** that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 270 OF THE 4TH DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA, BEING LOTS 1-69 AND LOTS 76 AND 77, AS WELL AS ALL THE REMAINING LAND CONTAINED AND AS SHOWN ON PLAT ENTITLED FINAL PLAT FOR HERITAGE WOODS SUBDIVISION, AS RECORDED IN PLAT BOOK 97, PAGES 145-149, CHEROKEE COUNTY, GEORGIA RECORDS, SAID PLATS BEING INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART HEREOF.

IT BEING THE INTENT OF THE GRANTOR TO CONVEY ALL OF THE PROPERTY ON SAID PLAT INCLUDING BUT NOT LIMITED TO LOTS 1-69 AND LOTS 76 AND 77, AS WELL AS ANY AND ALL COMMON AREAS AND OTHER PROPERTY.

LESS AND EXCEPT LOTS 70, 71, 72, 73, 74 AND 75, HERITAGE WOODS SUBDIVISION, AS SHOWN ON PLAT BOOK 97, PAGES 145-149, CHEROKEE COUNTY RECORDS.

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, 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 the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness \_\_\_\_\_  
Notary Public \_\_\_\_\_  
HIGHWAY 53 PROPERTIES, INC  
*William L. Early* (Seal)  
WILLIAM L. EARLY  
CEO/CFO/AUTHORIZED AGENT



Cherokee County, GA - Real Estate Search



Cherokee County Web Site

Real Estate Search Sales Search ?

Hide Details... [X]

Owner Last Name: highway 53 Owner First Name: Account #:

Dist N Map 1 2 3 Bik Par Spl Tri CX PIN  
Parcel #: N Tax Year: 2014 PIN:

Property Address: House # Unit # Direction Street Name Type Suffix Municipality [Search] [Clear]

Advanced Search [X]

Search Results click on a parcel number below to continue

Hide Details... [X]

Parcel #	Buildings	Property Address	Account #	Owner Name	Owner Name2	Unit/Type	Legal Description	PIN
04N01A 001	0	414 MARION SPENCE RD 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.870 AC	LOT 1 HERITAGE WOODS 97/144	04-0270-0061
04N01A 002	0	416 MARION SPENCE RD 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.710 AC	LOT 2 HERITAGE WOODS 97/144	04-0270-0062
04N01A 003	0	418 MARION SPENCE RD 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.710 AC	LOT 3 HERITAGE WOODS 97/144	04-0270-0063
04N01A 004	0	420 MARION SPENCE RD 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.700 AC	LOT 4 HERITAGE WOODS 97/144	04-0270-0064
04N01A 005	0	422 MARION SPENCE RD 01	1099853	HIGHWAY 53 PROPERTIES, INC.		73.000 AC	LOT 5 HERITAGE WOODS 97/144	04-0270-0065
04N01A 006	0	424 MARION SPENCE RD 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.700 AC	LOT 6 HERITAGE WOODS 97/144	04-0270-0066
04N01A 007	0	426 MARION SPENCE RD 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.760 AC	LOT 7 HERITAGE WOODS 97/144	04-0270-0067
04N01A 008	0	428 MARION SPENCE RD 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.710 AC	LOT 8 HERITAGE WOODS 97/144	04-0270-0068
04N01A 009	0	430 MARION SPENCE RD 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.860 AC	LOT 9 HERITAGE WOODS 97/144	04-0270-0069
04N01A 010	0	432 MARION SPENCE RD 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.730 AC	LOT 10 HERITAGE WOODS 97/144	04-0270-0070
04N01A 011	0	104 HERITAGE WOODS DR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.710 AC	LOT 11 HERITAGE WOODS 97/144	04-0270-0071
04N01A 012	0	106 HERITAGE WOODS DR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.730 AC	LOT 12 HERITAGE WOODS 97/144	04-0270-0072
04N01A 013	0	110 HERITAGE WOODS DR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.680 AC	LOT 13 HERITAGE WOODS 97/144	04-0270-0073
04N01A 014	0	310 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.700 AC	LOT 14 HERITAGE WOODS 97/144	04-0270-0074
04N01A 015	0	312 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.160 AC	LOT 15 HERITAGE WOODS 97/144	04-0270-0075
04N01A 016	0	314 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.080 AC	LOT 16 HERITAGE WOODS 97/144	04-0270-0076
04N01A 017	0	316 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.970 AC	LOT 17 HERITAGE WOODS 97/144	04-0270-0077
04N01A 018	0	318 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.670 AC	LOT 18 HERITAGE WOODS 97/144	04-0270-0078
04N01A 019	0	320 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		5.270 AC	LOT 19 HERITAGE WOODS 97/144	04-0270-0079
04N01A 020	0	322 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		2.890 AC	LOT 20 HERITAGE WOODS 97/144	04-0270-0080
04N01A 021	0	324 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.050 AC	LOT 21 HERITAGE WOODS 97/144	04-0270-0081
04N01A 022	0	326 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.110 AC	LOT 22 HERITAGE WOODS 97/144	04-270-138
04N01A 023	0	328 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.950 AC	LOT 23 HERITAGE WOODS 97/144	04-0270-0082
04N01A 024	0	330 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.690 AC	LOT 24 HERITAGE WOODS 97/144	04-0270-0083
04N01A 025	0	402 WOOD TR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.700 AC	LOT 25 HERITAGE WOODS 97/144	04-0270-0084
04N01A 026	0	404 WOOD TR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.940 AC	LOT 26 HERITAGE WOODS 97/144	04-0270-0085
04N01A 027	0	406 WOOD TR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.870 AC	LOT 27 HERITAGE WOODS 97/144	04-0270-0086
04N01A 028	0	407 WOOD TR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.750 AC	LOT 28 HERITAGE WOODS 97/144	04-0270-0087
04N01A 029	0	405 WOOD TR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.160 AC	LOT 29 HERITAGE WOODS 97/144	04-0270-0088
04N01A 030	0	403 WOOD TR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		2.130 AC	LOT 30 HERITAGE WOODS 97/144	04-0270-0089
04N01A 031	0	401 WOOD TR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.710 AC	LOT 31 HERITAGE WOODS 97/144	04-0270-0090
04N01A 032	0	336 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.770 AC	LOT 32 HERITAGE WOODS 97/144	04-0270-0091
04N01A 033	0	327 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		2.880 AC	LOT 33 HERITAGE WOODS 97/144	04-0270-0092
04N01A 034	0	325 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.570 AC	LOT 34 HERITAGE WOODS 97/144	04-0270-0093
04N01A 035	0	323 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.090 AC	LOT 35 HERITAGE WOODS 97/144	04-0270-0094
04N01A 036	0	319 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.980 AC	LOT 36 HERITAGE WOODS 97/144	04-0270-0095
04N01A 037	0	315 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.030 AC	LOT 37 HERITAGE WOODS 97/144	04-0270-0096
04N01A 038	0	311 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.180 AC	LOT 38 HERITAGE WOODS 97/144	04-0270-0097
04N01A 039	0	307 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.090 AC	LOT 39 HERITAGE WOODS 97/144	04-0270-0098
04N01A 040	0	305 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.030 AC	LOT 40 HERITAGE WOODS 97/144	04-0270-0099
04N01A 041	0	302 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.940 AC	LOT 41 HERITAGE WOODS 97/144	04-0270-0100
04N01A 042	0	301 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		2.360 AC	LOT 42 HERITAGE WOODS 97/144	04-0270-0101
04N01A 043	0	300 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.440 AC	LOT 43 HERITAGE WOODS 97/144	04-0270-0102
04N01A 044	0	302 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.900 AC	LOT 44 HERITAGE WOODS 97/144	04-0270-0103
04N01A 045	0	304 SPENCE CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.780 AC	LOT 45 HERITAGE WOODS 97/144	04-0270-0104
04N01A 046	0	107 HERITAGE WOODS DR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.740 AC	LOT 46 HERITAGE WOODS 97/144	04-0270-0105
04N01A 047	0	206 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.690 AC	LOT 47 HERITAGE WOODS 97/144	04-0270-0106
04N01A 048	0	210 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.700 AC	LOT 48 HERITAGE WOODS 97/144	04-0270-0107
04N01A 049	0	212 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.150 AC	LOT 49 HERITAGE WOODS 97/144	04-0270-0108
04N01A 050	0	214 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.570 AC	LOT 50 HERITAGE WOODS 97/144	04-0270-0109

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Cherokee County, GA - Real Estate Search



Cherokee County Web Site

Real Estate Search Sales Search

Hide Details...

Owner Last Name: highway 53 Owner First Name: Account #:

Dist N Map 1 2 3 8lk Par Spl Trl CX Parcel #: N Tax Year: 2014 PIN:

Property Address: House # Unit # Direction Street Name Type Suffix Municipality

Advanced Search

Search Results click on a parcel number below to continue

Hide Details...

Parcel #	Buildings	Property Address	Account #	Owner Name	Owner Name2	Unit/Type	Legal Description	PIN
04N01A 051	0	218 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.200 AC	LOT 51 HERITAGE WOODS 97/144	04-0270-0110
04N01A 052	0	220 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.620 AC	LOT 52 HERITAGE WOODS 97/144	04-0270-0111
04N01A 053	0	222 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.120 AC	LOT 53 HERITAGE WOODS 97/144	04-0270-0112
04N01A 054	0	224 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.190 AC	LOT 54 HERITAGE WOODS 97/144	04-0270-0113
04N01A 055	0	226 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.850 AC	LOT 55 HERITAGE WOODS 97/144	04-0270-0114
04N01A 055 A	0	WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		10.420 AC	HERITAGE WOODS 97/144OUT PARCEL	04-0270-0115
04N01A 056	0	229 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		2.160 AC	LOT 56 HERITAGE WOODS 97/144	04-0270-0116
04N01A 057	0	227 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.010 AC	LOT 57 HERITAGE WOODS 97/144	04-0270-0117
04N01A 058	0	225 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.700 AC	LOT 58 HERITAGE WOODS 97/144	04-0270-0118
04N01A 059	0	223 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.740 AC	LOT 59 HERITAGE WOODS 97/144	04-0270-0119
04N01A 060	0	221 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.840 AC	LOT 60 HERITAGE WOODS 97/144	04-0270-0120
04N01A 061	0	219 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.710 AC	LOT 61 HERITAGE WOODS 97/144	04-0270-0121
04N01A 062	0	217 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.710 AC	LOT 62 HERITAGE WOODS 97/144	04-0270-0122
04N01A 063	0	215 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.750 AC	LOT 63 HERITAGE WOODS 97/144	04-0270-0123
04N01A 064	0	213 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.280 AC	LOT 64 HERITAGE WOODS 97/144	04-0270-0124
04N01A 065	0	211 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		1.370 AC	LOT 65 HERITAGE WOODS 97/144	04-0270-0125
04N01A 066	0	209 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.910 AC	LOT 66 HERITAGE WOODS 97/144	04-0270-0126
04N01A 067	0	207 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.970 AC	LOT 67 HERITAGE WOODS 97/144	04-0270-0127
04N01A 068	0	205 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.720 AC	LOT 68 HERITAGE WOODS 97/144	04-0270-0128
04N01A 069	0	203 WOODS CR 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.720 AC	LOT 69 HERITAGE WOODS 97/144	04-0270-0129
04N01A 076	0	563 MARION SPEINCE RD 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.750 AC	LOT 76 HERITAGE WOODS 97/144	04-0270-0136
04N01A 077	0	561 MARION SPEINCE RD 01	1099853	HIGHWAY 53 PROPERTIES, INC.		0.760 AC	LOT 77 HERITAGE WOODS 97/144	04-0270-0137

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1.6.0

## MISSION STATEMENT



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

### **OUR GOAL:**

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

### **OUR PROMISE:**

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

### **OUR COMMITMENT:**

Service Excellence & Continuous Improvement;

Accelerate Infrastructure Improvements;

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

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



## Cherokee County Board of Commissioners

### 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