



Cherokee County Board of Commissioners WORK SESSION AGENDA

June 3, 2014

3:00 p.m. | Cherokee Hall

1. Review Millage Rate Schedule.
2. Discussion of Regular Agenda Items.

Executive Session to Follow



Cherokee County Board of Commissioners AGENDA

June 3, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

CHAIRMAN AHRENS

RATIFY CLOSURE OF EXECUTIVE SESSION

PRESENTATIONS/PROCLAMATIONS

1. Sheriff's Office Quarterly Awards.

AMENDMENTS TO AGENDA

1. Remove item 2.11 Employee Separation Agreement

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM MAY 20, 2014.

APPROVAL OF REGULAR AND EXECUTIVE SESSION MINUTES FROM THE JOINT RRDA/BOC MEETING ON MAY 20, 2014

PUBLIC HEARING

The Cherokee County Board of Commissioners will hear a request by Jeffery S. and Sharon M. Lentz to create a legacy lot at their property located at 202 Acacia Lane, Woodstock (Tax Map 21N10A, Parcel A004 C) on June 3, 2014 at 6:00 p.m.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

A. Discussion on County's sign ordinance.

- B. Drop Plan (Deferred Retirement Option Program).

COMMISSION DISTRICT 4

JASON NELMS

- A. Consider approval of multi-way stop at intersection of Woodstock Road and Victory Drive per recommendations made in traffic engineering study by Kimley-Horn and Associates, Inc.

CONSENT AGENDA

- 1.1 Approval of grant contract in the amount of \$40,736.00 for the DUI/Drug Treatment Court for State FY2015 (July 2014 – June 2015) and approval of Budget Amendment for County FY2014.
- 1.2 Approve grant award for State Accountability Court in the amount of \$112,693.00.
- 1.3 Approve reallocation of funds to purchase drug testing supplies in the amount of \$38,000.00.
- 1.4 Consider approval of proposal from Southeastern Engineering, Inc., to perform roadway design for Brick Mill Road under their annual engineering consulting services contract in the amount of \$39,500.00.
- 1.5 Consider acceptance of the Officer Roy Marcum Ballistic Vest Grant Program award and budget amendment in the amount of \$2,400.00 to be used to purchase ballistic vests for Animal Control Officers.
- 1.6 Consider acceptance of supplemental Sub-grant award in the amount of \$3,800.00 from the State of Georgia Accountability Court and approve budget amendment increasing DUI/Drug Court Fund revenues and expenditures.

COUNTY MANAGER

- 2.1 Award bid in the amount of \$149,800.00 to the lowest priced proposer, Reynolds-Warren Equipment Company for the purchase of a 2014 Rosco Maximizer 2B (Asphalt Distributor) for Roads and Bridges; funding is from budgeted SPLOST V monies.
- 2.2 Award bid in the amount of \$55,829.00 to the lowest priced proposer, Wade Ford, for the purchase of a 2015 Ford F-750XL Fuel/Service Truck for Roads and Bridges; funding is from budgeted SPLOST V monies.
- 2.3 Consider proposal to establish a new area for burials in Pine Knot Cemetery to preserve existing specimen trees.
- 2.4 Award County's standard Professional Services Agreement (PSA) to Kenneth Nix in the amount of \$46,147.00 for the design and construction of a 2.3 mile natural terrain Bike/Run Trail around the Roger Garrison Law Enforcement Training Center.
- 2.5 Approval of amended Memorandum of Agreement (MOA) between Cherokee County and DHS-USCIS enhancing the Systematic Alien Verification for Entitlements (SAVE) Program which allows the county to verify citizenship and immigration status information to determine eligibility for specified public benefits.
- 2.6 Consider IGA with the City of Ball Ground for the purchase and installation of security cameras in City Parks at a cost of \$19,149.61 with Parks Bond funding.
- 2.7 Consider IGA with the City of Ball Ground to allow the Tax Commissioners Office to prepare the City's tax digest, assess and collect municipal ad valorem tax payments for a fee to be paid by the City in the amount of \$2 per each parcel of real estate and each personal property account. The funds will be submitted to the County for general purposes uses.

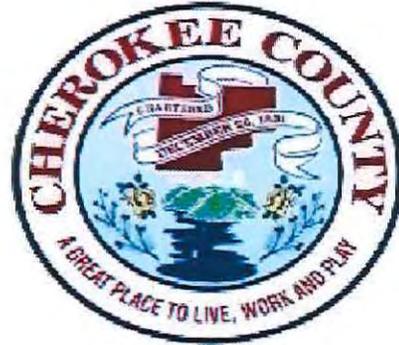
- 2.8 Approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal for construction of the Woodstock Trails Bridge over Noonday Creek to connect the Woodstock Dog Park to Woodstock Trails to Lewallen Construction in the amount of \$449,000.00; for acceptance of the base bid proposal amount of \$449,000.00, inclusive of unit prices for unsuitable soils and deep foundation drilled piers. No Allowances or other unit prices were requested. A contingency account (to be controlled by Cherokee County Capital projects) in the amount of \$51,000.00 is also requested. Total amount requested for approval: \$500,000.00.
- 2.9 Consider sale of trolley to the Woodstock Downtown Development Authority in the amount of \$15,000.00.
- 2.10 Consider request to accept Professional Services Agreement with Goshen Community Care/Goshen Valley Foundation for CHINS Coordination and Management, and Truancy Prevention for Juvenile Court.

Amended, Removed item 2.11 from agenda

- 2.11 Consideration of employee separation agreement.

COUNTY ATTORNEY

ADJOURN



Cherokee County Board of Commissioners Millage Rate Setting Calendar

June/July 2014

june

2014

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SAT/SUN
26 May	27	28	29	30	31/1 June
2 Complete Budget Review Meetings	3	4	5 Janelle & Jerry to Meet to Review Budget Impact on Millage Rate	6 Janelle to Provide Preliminary Millage Rate Presentation to BOC for Review/Comment	7/8
9 BOC to Review Millage Rate Presentation/Provide Feedback	10 -----	11 -----	12 -----	13 -----	14/15
16	17 BOC Work Session – Millage Rate Presentation #1 Choose Rate to Advertise	18	19 Provide Ad to Cherokee Tribune by Noon	20	21/22
23 Advertise and Post to Website: 5 Year Digest, Proposed Rates, Public Hearings	24	25	26	27	28/29
30	1 July BOC Work Session – Millage Rate Presentation Updated for Digest Changes 1 st PUBLIC HEARING	2	3	4	5/6

july

2014

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SAT/SUN

30 June

1 July

BOC Work Session –
Millage Rate
Presentation Updated for
Digest Changes
1st PUBLIC HEARING

2

3

Send Ad to Cherokee
Tribune by Noon

4

5/6

7

Advertise 2nd Public
Hearing

8

9

10

Send Ad to Cherokee
Tribune by Noon

11

12/13

14

Advertise 3rd Public
Hearing

15

BOC Work Session –
Millage Rate
Presentation Updated for
Digest Changes
2ND PUBLIC HEARING

16

17

18

19/20

21

22

23

SCHOOL BOARD TO SET
CCSD MILLAGE RATES

24

3rd PUBLIC HEARING?
ADOPT ALL RATES IN
SPECIAL MEETING

25

26/27

28

29

30

31

1 August

2/3

4

5

6

7

8

9/10



Cherokee County Board of Commissioners WORK SESSION MINUTES

May 20, 2014

3:00 p.m. | Cherokee Hall

The Chairman began at 3:09 p.m. with Chairman Ahrens, Commissioners Poole, Gunnin, and Johnston present. (The Chairman noted that Commissioner Nelms was out due to an important business matter.) He began by reading excerpts from the book "The Stupidest Things Ever Said."

ANNOUNCEMENTS

The Chairman announced that *The Oasis* at the Cherokee County Aquatic Center will be open for summer hours beginning May 24th.

He also announced that the Creekview High School Aeronautic team won first place nationally in rocketry. Commissioner Johnston added they will go on to represent the United States in an international rocketry competition.

PUBLIC HEARING

1. A public hearing will be held in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia, on **Tuesday, May 20 at 6:00 p.m.** to hear a request from Brian West with Kimley-Horn and Associates, Inc., on behalf of Cabela's, to remove the Farm Equipment Sale/Storage from the list of prohibited uses on their property located at 152 Northpoint Parkway.

Ms. Vicki Taylor-Lee stated that when the property was zoned they were guided by the uses based on the Highway 92 Overlay. They have a list of permitted and prohibited uses. One of the prohibited uses is farm equipment sales and storage. She stated that Cabela's wants to sell farm tractors and in order to do that, it would need to be removed from the prohibited use list. Ms. Lee stated the Public Hearing was advertised and posted as required.

The Chairman asked if there was anything else of question. Ms. Lee replied no that everything else was fine, but these are big tractors they want to sell.

2. Discussion of Regular Agenda Items.

ZONING CASES

1. CASE NUMBER	:14-03-003
APPLICANT	:Dinton Investments, LLC
ZONING CHANGE	:R-80 and NC to GC
LOCATION	:2920 and 2950 Cumming Hwy.
MAP & PARCEL NUMBER	:14N29 – 026 and part of 025
ACRES	:11.07
PROPOSED DEVELOPMENT	:Commercial Retail
COMMISSION DISTRICT	:1
FUTURE DEVELOPMENT MAP	:Neighborhood Village
PLANNING COMMISSION RECOMMENDATION	:Approval of NC with following conditions:
1) Limit development to 57,000 square feet total	
2) Adhere to all stream bank buffers	
3) Provide 35 foot undisturbed buffer where property is adjacent to residential	
4) No deliveries between 10 p.m. and 6 a.m.	

Mr. Jeff Watkins gave a brief overview of the case. Commissioner Johnston stated he worked with both developers and the opponents and have come to what he believes is a fair and equitable, mutually satisfying result. He stated he is going to move that they rezone the section that is currently zoned NC, approximately four acres, to GC and the remainder of the property to NC. He added that the developers are satisfied with that. Commissioner Johnston indicated he had some tweaks to the conditions but does not think they are significant. He stated that both the opponents and developers are satisfied with that. He said he probably wouldn't use condition one (1) as they are already limited to lot coverage and our standards. Mr. Watkins confirmed the changes with Commissioner Johnston. The Chairman asked if it has created any issues. Mr. Watkins stated they had three people speak at the Public Hearing and Commissioner Johnston was there to talk to them about their concerns and he had conditions to satisfy them. Commissioner Johnston added he told them after the meeting that he didn't feel right about not rezoning the portion that was already NC because it is right on the highway and GC is all around it. His main concern is if the developers would be satisfied with NC on the other end of the property. Commissioner Johnston stated he believes they are looking to add assisted living in there and hoped that would be okay for the zoning. Mr. Watkins said he would verify it for him.

2. CASE NUMBER	:14-05-012
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APPLICANT	:Ray Rutledge
ZONING CHANGE	:R-40 to GC
LOCATION	:Marietta Hwy and Pinecrest Dr
MAP & PARCEL NUMBER	:14N18C - 005
ACRES	:1.48
PROPOSED DEVELOPMENT	:Restaurant
COMMISSION DISTRICT	:1
FUTURE DEVELOPMENT MAP	:Neighborhood Living
PLANNING COMMISSION RECOMMENDATION	:Approval

Mr. Watkins gave a brief overview of the case. He added this had been a chiropractor's office prior and the applicant wants to convert it to a restaurant. Commissioner Johnston stated he was unaware of any issues.

The Chairman asked Mr. Watkins if they were still getting rezoning applications. Mr. Watkins replied that they do and quite a few that meet with them that have to go back and re-think what they're doing, more so than the ones actually filing their applications.

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

- 2.1 Consider approval to surplus copiers from State Court that were purchased in 2005 and no longer functioning.
- 2.2 Consider approval of Professional Services Agreement between Cherokee County and In Their Honor Transports to provide transportation to serve the Coroner's Office as recommended by the Coroner in the amount of \$200.00 per transport, and \$2.00 loaded mile over 50 miles.
- 2.3 Consider approval of Memorandum of Agreement between Cherokee County and BridgeMill Community Association, Inc., for the right-of-way mowing and maintenance along Sixes Road and Bells Ferry Road.

Mr. Cooper added this service is for eight months, April through November with \$1,360 reimbursement to the County for April through October and \$1,040 for the month of November for a total of \$10,560.

- 2.4 Consider approval of Professional Services Agreement with URS Corporation for updating the design plans for the East Cherokee Drive at Lower Union Hill Road intersection improvement project in the amount of \$9,000.00.

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

- 2.1 Approval to award the construction contracts to the lowest responsible bidder for the new Holly Springs Park, to BM&K Construction Inc., in the total amount of \$1,157,620.78; for acceptance of the base bid proposal amount of \$1,007,986.00, inclusive of all five (5) Unit Prices and two (2) Allowances, and Add Alternate No. 2 in the amount of \$134,059.20 for Playground Equipment manufactured by Southern Playgrounds and Add Alternate No. 4 in the amount of \$15,575.58 for the Irrigation System. A contingency account (to be controlled by County) in the amount of \$125,000.00 is also requested. Total amount requested is \$1,282,620.78.
- 2.2 Consider approval of proposal from American Engineers, Inc., for revisions to the Earney Road project in the total amount of \$69,315.00.
- 2.3 Consider approval of an updated Utility Relocation Agreement with Georgia Power Company in the amount of \$82,330.00 to relocate three (3) power poles that are in conflict with the East Rope Mill Road improvement project.
- 2.4 Approval to award the construction contract to the lowest responsible bidder for construction of JJ Biello Park (West & East: Riverside) and Recreation Center Site Improvements, to Georgia Development Partners, LLC, in the total amount of \$1,288,648.91; for acceptance of the base bid proposal amount of \$1,209,991.83, inclusive of all Unit Prices and one Allowance, and Add Alternate No. 3 in the amount of \$78,657.08 for Playground Equipment manufactured by Miracle. A project contingency account (to be controlled by the County) in the amount of \$135,000.00 is also requested. Total amount requested is \$1,423,648.91.

Commissioner Johnston asked for someone to give a little more information as to what is going on there. Mr. Bill Echols stated that at JJ Biello West they are improving by adding sidewalks around the Tennis Center and are correcting drainage that has collected silt. There is also a curb inlet that has a low spot. Also, slopes near the outfield fences are eroding and they are correcting the control of the water coming off of the ball fields as well as further down the parking lot. Mr. Echols said that at JJ Biello East at Riverside they are going to create a new gravel area beyond the current gravel area and the current gravel area will become asphalt pavement. Both projects are on Corps of Engineers land. They have been approved by the Corps to proceed and are in accordance to the Master Plan. Mr. Echols stated that behind the Recreation Center where the hockey rink is located, they are

replacing the boards and repairing the surface as well as repairing the surface of the tennis courts at JJ Biello West. They are redressing the playground area behind the Recreation Center. New sidewalks, a new playground structure, and a restroom building will be added also. The Chairman asked if there has been any consideration for the Tennis Center for any kind of seating. Mr. Bryan Reynolds replied that they are adding additional viewing areas as well as ADA accessibility. He added the Corps gave permission to add more seating behind the Tennis Center building. The Chairman asked about the potential for additional courts. Mr. Reynolds responded that it would require changes to the Master Plan and they would have to go back to the Corps for approval. He stated the Corps has been adamant they would be less than receptive to additional recreational facilities on Corps property. Commissioner Johnston asked if the soccer fields that were in process of being added had been completed. Mr. Reynolds replied they had not. Commissioner Johnston asked if the Corps was going to allow it. Mr. Reynolds stated that he doubted it. Mr. Echols stated that in working with the City of Woodstock they will be going back to the Corps to talk about the Master Plan because the Woodstock Trails goes through JJ Biello and will come out to Arnold Mill Road and at that time they will need to figure out who needs to purchase property and to decide the trail route. Commissioner Poole asked about the Holly Springs Park. Mr. Echols replied that it is on Hickory Road. He added it is just a gravel road into the property right now and it will be a passive park. He stated there will be a restroom facility, a large playground, some gravel parking, and some soft trails including two bridges. Commissioner Poole said he had been studying a water issue at the Patriots Park site and asked if there was any progress regarding that park. Mr. Echols responded there is a meeting on site on Thursday afternoon as a follow-up to look at the ground water issues regarding the re-evaluation of the stream. Mr. Echols indicated that the staff with Parks and Recreation is looking at the field designs for the park that will hopefully be less technically difficult to construct that will help with regards to any ground water problems.

Commissioner Johnston asked Mr. Echols to give a status regarding schedule of Patriots and East Park. He said he knew it was dependent on selling additional bonds. Mr. Echols stated for Patriots Park they anticipate additional expense since they will make some minor tweaks in the design but they will be able to move forward. He said the last cost estimate showed they were within budget. He feels confident that by the fall they will be ready to go forward with Patriots. The sale of the bonds would allow them to move forward with the construction bid. Moving on to the East Park, Mr. Echols said the new RFPs for the park have been done. He said he met with

Recreation and Parks and they discussed a list of priorities for ball fields and amenities. He said he can forward that list to Mr. Cooper and to the Board. In moving forward with a new consulting team would be to advertise for the 30 day period for receipt of proposals. He said the process to select a new consultant is a deliberate time of up to 90 days with a mandatory 30 day period to advertise and get to the Board to get the contracts executed. The RFP is ready to go now. He said they are looking to keep the entrance to East Park across from Water Tank Road. He said they are looking to hold nine to ten acres at the front of the property for potential Recreation and Parks use down the road for possibly a second Recreation Center. Discussion ensued about preserving the front acreage. He added that in looking at other parks in other counties, they found they don't have to level the entire park but can potentially tier it. He said another thing is they believe if they go with the first phase just for Recreation and Parks, they will not have to spend money on a lift station going down Water Tank Road. They can easily service with a septic field. Mr. Echols referred back to Patriots Park and stated they will have to re-address the road improvement issue on Victory Drive. Mr. Echols stated that East Park is ready to kick off and ready to move forward. He said if they can get a designer by the fall, it could go to bid next spring. He added they will be able to give their full attention to managing the construction of Patriots Park and will be driving a quick design and make prompt decisions. Commissioner Johnston asked what would be the public process to review and ultimately adopt the new conceptual design. Mr. Echols stated he believes they can do the same thing with the people in that area as they did in regards to the Aquatic Center. Commissioner Johnston stated that if any changes are made to have a "show and tell" to the residents of the area to show the changes. Mr. Echols said they can do that. He added that once they meet with the designer, some of the items on their priority list may change depending on what can be fit into the given budget for the project.

Commissioner Johnston also asked about the Mauldin baseball fields next to Kenney Askew. Mr. Echols replied that the update is positive. He said the contractor has corrected the slopes that were in error. He commented that they think in the next couple of weeks they will be able to go off-site and do some corrective action for the stream. Once they can get EPD to sign off, they will be able to lift the stop work they had on the park. He said they need at least 500,000 square feet of sod to be put down at Etowah and there is no sod anywhere in Georgia. Sod prices have increased and sod farmers are only giving out about half a truck load. He said it is almost an impossible thing to recover at Etowah. He said by the time they are ready to lay sod at Killian he hopes the market will have recovered a little. He said

working with Mr. Reynolds and the staff at Recreation and Parks, they are ready to continue forward. He suggested to the Board to look at the parks that had been renovated or are in progress such as Dwight Terry Park, Barnett Park, and the park in Ball Ground. Commissioner Johnston thanked Mr. Echols for providing the update.

- 2.5 Consider approval of Professional Services Agreement with MCCi, a subsidiary of Municipal Code Corporation, and budget amendment in the amount of \$19,895.00 for Laserfiche Document Management Software and support. No increase in budget.
- 2.6 Consider approval of Professional Services Agreement with Novus Solutions in the amount of \$12,150.00 and budget amendment for the purchase of NovusAgenda software and support. No increase in budget.
- 2.7 Consider resolution to modify sick leave policies to include payment for accrued sick leave in the event of an employee's death while employed, and clarify when an employee may be paid for accrued sick leave.

Commissioner Johnston asked how the sick time accrues. Mr. Cooper replied it accrues at 3.08 hours a pay period. Commissioner Johnston clarified that an employee will get paid half if they retire or in full if they die while employed. Mr. Cooper stated that the employee may also opt to apply accrued sick leave hours to their retirement as service credit. He added that there are a few employees who are under the 401 (A) retirement plan who will get paid for half but they don't get credit towards the DB Plan. Commissioner Johnston asked what we were doing in the past with accrued sick time. Mr. Cooper responded it was applied at 100% to anyone who qualified for the DB retirement plan. Number of hours divided by 2080 = service credit added.) For the 401(A) plan, they get paid half and that is still in place. Commissioner Johnston asked about the rest not under the 401 (A) plan. Mr. Cooper stated it goes toward retirement. Commissioner Gunnin added that in the past, after the 30 year mark, no time can be added to service credit.

2.8 Amended: Modification to County's Title VI Plan.

Mr. Cooper added that Ms. Angie Davis made the modification under legal review. The Chairman asked if there were any other modifications. Mr. Cooper said no. He indicated that when using federal funds, you have to

mention you will not discriminate. You have to use the guidelines that assists the departments and working with those who do not speak English well. Mr. Cooper added that we have already put this into practice and have had no issues so far.

Ms. Davis stated she had an item she would like to discuss in Executive Session that doesn't involve the RRDA so it would not be appropriate for a Joint Executive Session. She proposed to adjourn straight into Executive Session before going into the Joint Session.

Adjourn

Hearing no further items, Commissioner Johnston made a motion to adjourn to Executive Session at 4:07 p.m. to discuss personnel matters, property acquisition or disposition, and/or pending or threatened litigation; Commissioner Gunnin seconded and the motion was unanimously approved.



Cherokee County Board of Commissioners

MINUTES

May 20, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Lynn Eynon with Woodstock Christian led 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 6:06 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Poole; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public. (Note that Commissioner Nelms was absent due to an important business matter.)

RATIFY CLOSURE OF EXECUTIVE SESSION

The Chairman called for a motion to ratify the closure of Executive Session at 4:36 p.m. and closure of Joint RRDA/BOC Executive Session at 5:55 p.m.

Chairman Ahrens made a motion to approve; Robert Morrison seconded and there was unanimous approval.

PRESENTATIONS/PROCLAMATIONS

Creekview High School Aeronatic Team Day in Cherokee County.

Chairman Ahrens read the proclamation and Coaches Todd Sharrock, Tim Smyrl and Seven Vosika along with the students of the two winning teams

came to the front of the room to be acknowledged and Coach Sharrock gave an overview of the competition for the two teams, one led by Student Captain Amanda Semler and the other by Student Captain Josh Whitley. Mr. Sharrock noted that the first place team will represent the USA in London in July.

AMENDMENTS TO AGENDA

1. Add item 2.8 under County Manager's Section: Modification of the County's Title VI Plan.

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

ANNOUNCEMENTS

1. *Paradise the Pelican* has returned to his nest at *The Oasis*. Summer hours for the outdoor pool at the **Cherokee County Aquatic Center** begin May 24th. Information on hours of operation, prices and more is available on the table outside Cherokee Hall and at www.crpa.net. May is also National Water Safety Month. Check out CRPA's Facebook page for tips on safe swimming all week long. We hope to see you at *The Oasis*! Happy swimming!

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM MAY 6, 2014.

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

PUBLIC HEARING

1. A public hearing will be held in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia, on **Tuesday, May 20 at 6:00 p.m.** to hear a request from Brian West with Kimley-Horn and Associates, Inc., on behalf of Cabela's, to remove the Farm Equipment Sale / Storage from the list of prohibited uses on their property located at 152 Northpoint Parkway.

Ms. Vicki Taylor Lee gave an overview of the request by Brian West of Kimley-Horn regarding the modification of the conditions of rezoning of the property. Specifically, they are requesting to remove Farm Equipment Sales/Storage from the list of prohibited uses to allow for selling tractors.

Commissioner Johnston made a motion to open the Public Hearing at 6:17 p.m.; Commissioner Gunnin seconded and there was unanimous approval.

No one had signed up to speak at the Public Hearing.

A representative from Kimley-Horn spoke on behalf of Cabela's, stating that the County would be proud of the way Cabela's would handle the sale of tractors.

Commissioner Johnston made a motion to close the Public Hearing at 6:18 p.m.; Commissioner Gunnin seconded and there was unanimous approval.

Chairman Ahrens stated that this was located in Commissioner Nelms' district. Commissioner Johnston stated that he was in favor of removing the restriction to allow for selling tractors and was surprised there had been that restriction to begin with.

Commissioner Johnston made a motion to approve removing the sale Farm Equipment Sales/Storage from the list of prohibited uses; Commissioner Gunnin seconded and there was unanimous approval.

PUBLIC COMMENT

1. Bruce Underwood of Bells Ferry Road / Waterford Subdivision signed up to speak about political signs and mowing in right-of-ways.

ZONING CASES

1. CASE NUMBER	: 14-03-003
APPLICANT	: Dinton Investments, LLC
ZONING CHANGE	: R-80 and NC to GC
LOCATION	: 2920 and 2950 Cumming Hwy.
MAP & PARCEL NUMBER	: 14N29 – 026 and part of 025
ACRES	: 11.07
PROPOSED DEVELOPMENT	: Commercial/Retail

COMMISSION DISTRICT : 1
FUTURE DEVELOPMENT MAP : Neighborhood Village
PLANNING COMMISSION RECOMMENDATION : Approval of NC with following conditions:

- 1) Limit development to 57,000 square feet total
- 2) Adhere to all stream bank buffers
- 3) Provide 35 foot undisturbed buffer where property is adjacent to residential
- 4) No deliveries between 10 p.m. and 6 a.m.

Jeff Watkins gave an overview of the case. Commissioner Johnston stated that this was in his district and after discussion with the developer and opposition, he feels they have reached an agreement. He read off a list of modifications to the proposed conditions recommended by the Planning Commission as follows: Condition number 1, strike and replace with 'Protective fencing throughout construction to be maintained around all trees and tree area to be preserved'; Condition 2, remains the same; Condition 3, add to the end of the recommendation 'In addition, to enhance visual screening, an offset row of mixed evergreens shall be planted and maintained for the life of the development adjacent to the buffer along the southern border of the property; Condition 4, after the word deliveries, insert 'of good for resale'.

Commissioner Johnston made a motion to approve new zoning to GC on the portion of the property currently zoned NC, and NC on the portion currently zoned R-80, with the following conditions:

1. Protective fencing throughout construction to be maintained around all trees and tree areas to be preserved
2. Adhere to all stream bank buffers
3. Provide a 35 foot undisturbed buffer where property is adjacent to residential. In addition, an offset row of mixed evergreens shall be planted and maintained for the life of the development adjacent to the buffer along the southern border of the property
4. No deliveries of goods for resale between 10:00 p.m. and 6:00 a.m.

Commissioner Gunnin seconded and there was unanimous approval of 4-0.

2. CASE NUMBER : **14-05-012**
APPLICANT : Ray Rutledge
ZONING CHANGE : R-40 to GC
LOCATION : Marietta Hwy and Pinecrest Drive

MAP & PARCEL NUMBER : 14N18C - 005
ACRES : 1.48
PROPOSED DEVELOPMENT : Restaurant
COMMISSION DISTRICT : 1
FUTURE DEVELOPMENT MAP : Neighborhood Living
PLANNING COMMISSION RECOMMENDATION : Approval

Jeff Watkins gave an overview of the case. Commissioner Johnston stated that this was in his district. He said that with no controversy over this case, he would recommend approval.

Commissioner Johnston made a motion to approve the Planning Commission's recommendation; Commissioner Poole seconded and there was unanimous approval 4-0.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval to surplus copiers from State Court that were purchased in 2005 and no longer functioning.

- 1.2 Consider approval of Professional Services Agreement between Cherokee County and In Their Honor Transports to provide transportation to serve the Coroner's Office as recommended by the Coroner in the amount of \$200.00 per transport, and \$2.00 loaded mile over 50 miles.
- 1.3 Consider approval of Memorandum of Agreement between Cherokee County and BridgeMill Community Association, Inc., for the right-of-way mowing and maintenance along Sixes Road and Bells Ferry Road.
- 1.4 Consider approval of Professional Services Agreement with URS Corporation for updating the design plans for the East Cherokee Drive at Lower Union Hill Road intersection improvement project in the amount of \$9,000.00.

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

COUNTY MANAGER

- 2.1 Approval to award the construction contracts to the lowest responsible bidder for the new Holly Springs Park, to BM&K Construction Inc., in the total amount of \$1,157,620.78; for acceptance of the base bid proposal amount of \$1,007,986.00, inclusive of all five (5) Unit Prices and two (2) Allowances, and Add Alternate No. 2 in the amount of \$134,059.20 for Playground Equipment manufactured by Southern Playgrounds and Add Alternate No. 4 in the amount of \$15,575.58 for the Irrigation System. A contingency account (to be controlled by County) in the amount of \$125,000.00 is also requested. Total amount requested is \$1,282,620.78.

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

- 2.2 Consider approval of proposal from American Engineers, Inc., for revisions to the Earney Road project in the total amount of \$69,315.00.

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

- 2.3 Consider approval of an updated Utility Relocation Agreement with Georgia Power Company in the amount of \$82,330.00 to relocate three (3) power poles that are in conflict with the East Rope Mill Road improvement project.

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

- 2.4 Approval to award the construction contract to the lowest responsible bidder for construction of JJ Biello Park (West & East: Riverside) and Recreation Center Site Improvements, to Georgia Development Partners, LLC., in the total amount of \$ 1,288,648.91; for acceptance of the base bid proposal amount of \$1,209,991.83, inclusive of all Unit Prices and one Allowance, and Add Alternate No. 3 in the amount of \$78,657.08 for Playground Equipment manufactured by Miracle. A project contingency account (to be controlled by the County) in the amount of \$135,000.00 is also requested. Total amount requested is \$1,423,648.91.

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

- 2.5 Consider approval of Professional Services Agreement with MCCi, a subsidiary of Municipal Code Corporation, and budget amendment in the amount of \$19,895.00 for Laserfiche Document Management Software and support. No increase in budget.

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

- 2.6 Consider approval of Professional Services Agreement with Novus Solutions in the amount of \$12,150.00 and budget amendment for the

purchase of NovusAgenda software and support. No increase in budget.

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

2.7 Consider resolution to modify sick leave policies to include payment for accrued sick leave in the event of an employee's death while employed, and clarify when an employee may be paid for accrued sick leave.

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

2.8 Amendment: Consider approval of County's Title VI Plan which prohibits discrimination on the ground of race, color, or national origin in any program or activity receiving federal assistance.

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

COUNTY ATTORNEY

Chairman Ahrens thanked the Creekview High students for staying for the meeting. He also thanked all the primary candidates for stepping forward to help improve the community.

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Johnston made a motion to adjourn at 6:41 p.m.; Commissioner Poole seconded and the motion received unanimous approval.

Special Called Joint Meeting

RESOURCE RECOVERY DEVELOPMENT AUTHORITY and CHEROKEE COUNTY BOARD OF COMMISSIONERS

TUESDAY, May 20, 2014

4:30 p.m. at Cherokee Hall

MINUTES

A special joint meeting of the Board of Commissioners (BOC) and Resource Recovery Development Authority (RRDA) was called to order at 4:40 p.m. Those present included Chairman Ahrens, Commissioner Johnston, Commissioner Gunnin, Commissioner Poole, and Robert Morrison. Also present were County Attorney Angie Davis, County Manager Jerry Cooper and County Clerk Christy Black. (Note that Commissioner Nelms was out due to an important business matter.)

1. Approval of Special Joint BOC/RRDA Minutes from March 4, 2014.

Chairman Ahrens noted that the BOC had already approved these minutes at a previous meeting. He called for a vote from the members of the RRDA.

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

2. Executive Session to discuss pending litigation.

Angie Davis stated that Joint Executive Session was in order to discuss pending litigation.

ADJOURN

Chairman Ahrens made a motion to adjourn to Joint Executive Session; Commissioner Gunnin seconded and there was unanimous approval.



Cherokee County, Georgia Agenda Request

SUBJECT: PUBLIC HEARING - LEGACY LOT **MEETING DATE:** JUNE 3 2014

SUBMITTED BY: VICKI TAYLOR LEE

COMMISSION ACTION REQUESTED:

Request the Board to hear a request by Jeffery S. and Sharon M. Lentz to create a legacy lot at their property located at 202 Acacia Lane, Woodstock (Tax Map 21N10A, Parcel A004 C).

FACTS AND ISSUES:

Mr. and Mrs. Lentz own 0.74 acres (32,234 square feet) zoned R-20 in the Victoria Cottage area which currently has their primary home and a guesthouse/garage. They wish to split off 0.28 acres (12,234 square feet) for the benefit of their daughter.

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:

The Board to hear a request by Jeffery S. and Sharon M. Lentz to create a legacy lot at their property located at 202 Acacia Lane, Woodstock (Tax Map 21N10A, Parcel A004 C) based upon intent of the ordinance.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Three handwritten signatures in blue ink are written over horizontal lines corresponding to the Department Head, Agency Director, and County Manager positions.

RESOLUTION NO. 2014- R-
CREATION OF A LEGACY LOT
APPLICANT: Jeffrey S. and Sharon M. Lentz

A resolution regarding a request to create a legacy lot from the following described property:

0.74 acres located at 202 Acacia Lane and identified as parcel A004 C of tax map 21N10A.

WHEREAS, it hereby is found and determined that a petition to create one legacy lot of 0.28 acres from property at 202 Acacia Lane was filed on May 5, 2014, and

WHEREAS, the property is zoned R-20 (Single Family Residential) which mandates a minimum lot to be of 20,000 sf (0.46 ac) in area, and

WHEREAS, the current lot has one residence and a detached guest house on the 0.74 acre lot, and

WHEREAS, the petition to create a legacy lot from the property at 202 Acacia Lane, if successful, would result in one lot of 0.46 acres and a legacy lot of 0.28 acres as shown on site plan attached hereto as **Exhibit A**, and

WHEREAS, Section 5-8.1 of Article 5 of the Cherokee County Zoning Ordinance states:

It is the intent of the Board of Commissioners to provide owners of property who wish to subdivide their property, except where the division of land would create a non-conforming parcel, the opportunity, upon petition to and acceptance of the Board of Commissioners, to present said subdivision at a public hearing., and

WHEREAS, Section 5-8.2 of Article 5 of the Cherokee County Zoning Ordinance states:

The purpose of legacy lots is to permit a division of land to facilitate a familial gift or a transfer of land between family members. The presence of family members living nearby adds to the community by providing affordable housing, child and elder care, and transportation to those family members who cannot drive themselves, all of which fosters stable family environments., and

WHEREAS, Section 5.5-8-3 requires a legacy lot shall only be considered where the following criteria are found to exist:

- a. Zoning of property in the immediate vicinity, the land use policies set forth in the Comprehensive Plan and existing pattern of development of nearby property does not suggest or support a request for a zoning change, and
- b. The division of land is not a part of a larger common plan of development; and
- c. The purpose for the division of land is exclusively for gifting to an heir or relative a parcel

of land, upon which the recipient intends on constructing a single family dwelling unit, and residing within said structure; and

d. The division of land creates no more than one non-conforming parcel, and

WHEREAS, O.C.G.A. 36-66-4 mandates any local government taking action which will result in a zoning decision shall provide for a hearing on the proposed action by causing to be published a notice in a newspaper of general circulation, and

WHEREAS, the notice of public hearing, a copy of which is attached hereto as **Exhibit B** and incorporated herein by reference, was published more than 15 days prior to the public hearing, and

WHEREAS, the Cherokee County Board of Commissioners, after notice required by law, did hold a Public Hearing on June 3, 2014 in Cherokee Hall at the Cherokee County Administrative Building, and

WHEREAS, the Cherokee County Board of Commissioners has considered the proposed petition in contemplation of the Section 5.8.1 of Article 5 of the Cherokee County Zoning Ordinance; and, has examined the views expressed at the public hearing, the subject property and surrounding area, the statutory zoning criteria, and the need to modify the exercise of the police power with regard to this particular property as such exercise relates to the comprehensive exercise of that power throughout the unincorporated area of Cherokee County, Georgia;

NOW THEREFORE, be it resolved by the Cherokee County Board of Commissioners the petition for the creation of one Legacy Lot of 0.28 acres at 202 Acacia Lane is hereby **(APPROVED / DENIED)**, and the Zoning Administrator is so authorized to approve a plat of subdivision effecting said legacy lot.

Adopted this 3rd day of June, 2014.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Chairman

ATTEST

Christy Black, County Clerk

Plat Book 2 Page 90

PL # Lot 87 2014 0000163

DATE RECEIVED: 5.5.14

CHEROKEE COUNTY BOARD OF COMMISSIONERS

FORWARD THIS FORM AND FEE TO:
ZONING ADMINISTRATOR
CHEROKEE COUNTY DIVISION OF PLANNING AND LAND USE

PETITION FOR A LEGACY LOT

I UNDERSTAND THAT ALL REQUIRED ITEMS ON CHECKLIST MUST BE SUBMITTED TO
PROCESS THIS APPLICATION.

SIGNATURE _____

DATE May 2 2014
May 2, 2014

APPLICANT: Jeff & Sharon Lentz

ADDRESS: 202 Acacia Lane
Woodstock, GA 30189

PHONE #: 770-876-5730 EMAIL ADDRESS: sharon-lentz@hotmail.com

ADDRESS OF PROPERTY: 202 Acacia Lane Woodstock 30189

MAP NUMBER: Z1 N10A PARCEL NUMBER: A004C

ZONING: R-20 ACREAGE: .74

CONDITIONS RELATED TO REQUEST:

This request is to subdivide this property based on Cherokee County Zoning Ordinance article 5- General Provisions section 55-8 titled Single Lot.

We wish to subdivide so we may gift a portion of our property to a family member so they may live next door providing affordable housing while fostering a stable family environment.

Our intent is to gift each of our 2 children a portion of this property to facilitate enjoyment for generations to come.

Due to financial constraints, a formal survey will be done after approval ensuring compliance with zoning rules.



DEPARTMENT OF THE ARMY
MOBILE DISTRICT, CORPS OF ENGINEERS
ALLATOONA OPERATIONS PROJECT MANAGEMENT OFFICE
1138 GA HWY 20 Spur, CARTERSVILLE, GEORGIA 30121
TELEPHONE: (678)721-6700 FAX: (770)386-6758

April 25, 2014

REPLY TO
ATTENTION OF:

Land Management Section

Mr. Jeff Lentz
202 Acacia lane
Woodstock, GA 30189

Dear Mr. Lentz:

With reference to your recent request by letter to this office, we have no objection to the present owner dividing his property in accordance with Cherokee County rules and regulations.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Stephen Cain".

T. Stephen Cain
Chief Ranger, Land Management

A small, handwritten mark or signature in blue ink, resembling a stylized letter 'O' or a similar symbol.

AG

304 Aspen Ln
2110A A013

305 Aspen Ln

303 Aspen Ln
2110A A011

301 Aspen Ln
2110A A010

2110A A009

2110A A002
102 Linden Ln

2110A A004 C

2110A A003

144 Myrtle Rd

2110A A004
142 Myrtle Rd

2110A A004 B

2110A A004 A

2110A A007
138 Myrtle Rd

2110A A001
101 Linden Ln

R20

2110A A147
147 Myrtle Rd

2110A A146
145 Myrtle Rd

143 Myrtle Rd
2110A A145

2110A A144
141 Myrtle Rd

2110A A143
139 Myrtle Rd

2110A A142

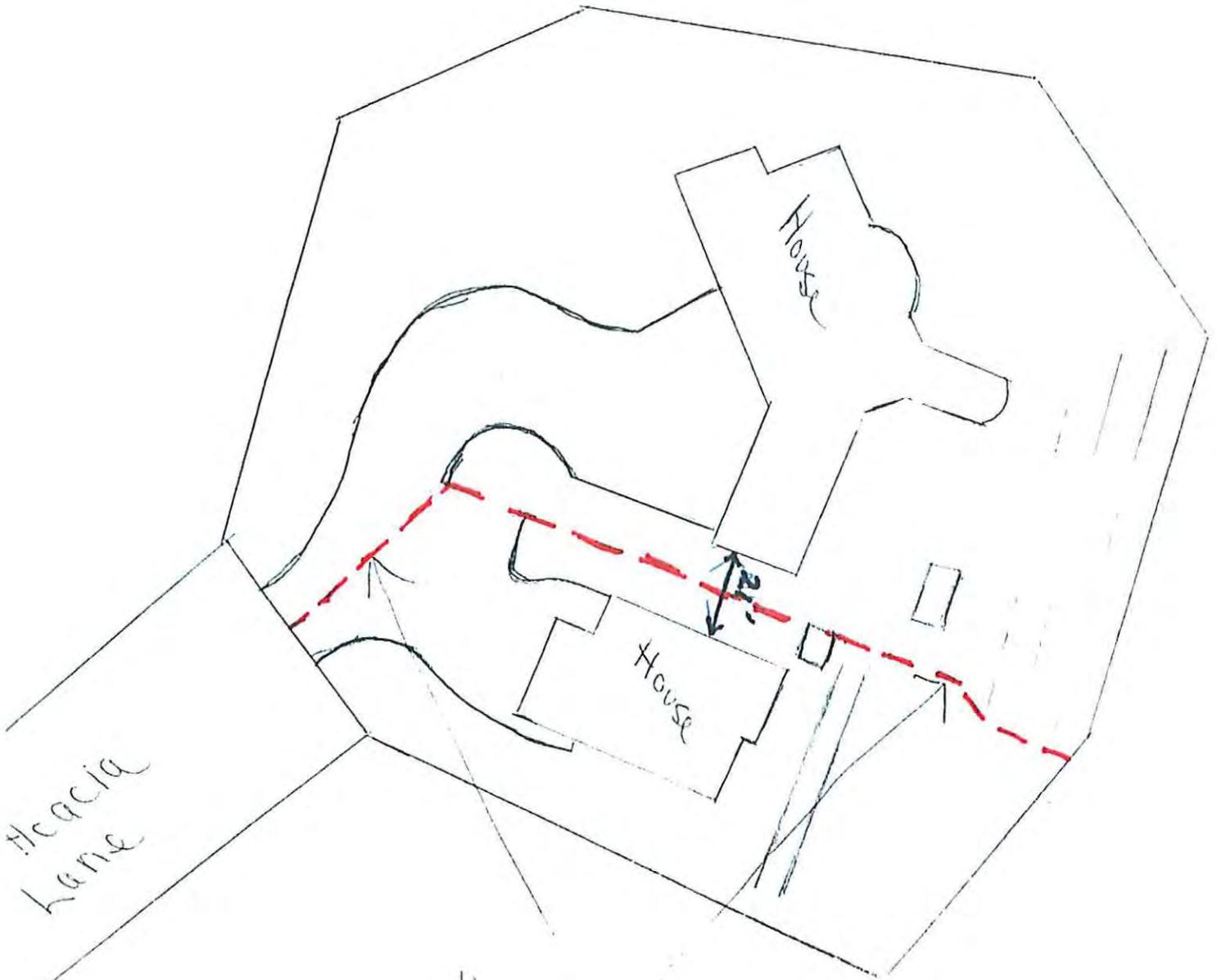


To see all the details that are visible on the screen, use the "Print" link next to the map



© 2014 Google

202 Heacia Lane



Proposed
Subdividing line

Heacia
Lane

**Z-1008
NOTICE OF PUBLIC HEARING
CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Notice is hereby given that the Cherokee County Board of Commissioners will hold a public hearing on Tuesday, June 3, 2014 at 6:00 P.M. in Cherokee Hall at the Cherokee County Administration Building, 1130 Bluffs Parkway, Canton, Georgia.

The Board will hear a request for creation of a legacy lot for Jeffrey and Sharon Lentz. The property is zoned R-20 (Single Family Residential) at 202 Acacia Lane in Land Lots 747 and 748 of the 21st District and 2nd Section of Cherokee County, and is more particularly described as Map 21N10A, Parcel A004 C and is 0.74± acres.

An exact legal description of the property is on file at the Cherokee County Planning and Land Use Office, 1130 Bluffs Parkway, Canton, Georgia and may be reviewed along with any other information regarding this request, between 8:00 a.m. and 5:00 p.m. Monday through Friday. Information about the case is also available at www.cherokee.ga.gov through the CherokeeStatus page.

Meetings of the Board of Commissioners are open to the public.

Note: Georgia Law requires that all parties who have made campaign contributions to any member of the Cherokee County Board of Commissioners in excess of two hundred fifty dollars (\$250) within two (2) years immediately preceding the filing of this request, and who desires to appear at the Public Hearing in opposition to the application, shall file a campaign contribution disclosure prior to addressing the Board of Commissioners.

As set forth in the Americans with Disabilities Act of 1992, the Cherokee County Government does not discriminate on the basis of disability, and will assist citizens with special needs, and will be given seven (7) working days advance notice.

For information, please call 678-493-8101.

Cherokee County Zoning Ordinance

Article 11 Signs and Outdoor Advertising

The primary purpose for the regulation of signs and outdoor advertising is to "establish requirements for the placement, installation, and maintenance of signs in order to protect and promote the health, safety, welfare, and general well-being of the citizens of Cherokee County".

It is the intent of the sign ordinance to regulate signs "in such a manner as to protect and preserve the aesthetic qualities of the county while promoting traffic safety without causing unsafe conditions". To that end the sign ordinance seeks to "authorize the use of signs that are compatible with their surroundings in terms of zoning, existing land use and architectural characteristics".

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

1. To protect property values within the county.
2. To protect the motoring public from damage or injury caused or partially attributable to distractions or obstructions from improperly designed or situated signs.
3. To promote the economic well-being of Cherokee County by creating a favorable physical image.
4. To improve the legibility and effectiveness of all permitted signs.
5. To allow individuals equal and fair opportunity to advertise and promote their products and services without discrimination.
6. To eliminate excessive signage.
7. To protect the right of citizens to enjoy Cherokee County's natural scenic beauty.
8. To encourage the economic development within the county.
9. To regulate the construction, erection, maintenance and size of signs that may constitute a direct danger to pedestrians and property.
10. To preserve and promote the public health, safety and welfare in Cherokee County.

General Permitting requirements for signs

(11.5 General Provisions, 11.5-1 Permitting Requirements, 11.5-5 Additional Requirements)

- Except as specifically exempted.., a person or firm may not legally post, display, enlarge, erect, move or substantially change a sign without first obtaining a sign permit
- It shall be unlawful to post any signs or advertisements on any building, fence or other property belonging to another person without the written consent of the owner thereof. Such consent shall be included with the sign permit application
- All signs shall be located on or over private property only, except those specifically permitted by this article
- All signs shall be erected in such a manner as to not interfere with or obstruct the view of any authorized traffic sign, signal or device
- In any distance, no sign or sign structure (above the height of three feet) shall be maintained within fifteen (15) feet of the intersection of the right-of-way lines extending of two streets, or of a street intersection with a railroad right-of-way.
- Campaign signs shall be removed within thirty (30) days of the election or any runoff election

Signs Exempt from permitting
(11.7 Exempt Signs)

Signs in the Right-Of-Way

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

- Public signs
- County owned kiosk signs
- Emergency signs

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

Non-commercial message with a maximum total surface area not to exceed thirty-two (32) square feet per lot.

In *residential districts and agricultural districts* with parcels less than ten (10) acres, each sign will be **limited to four (4) square feet with a maximum height of eight (8) feet**.

In *agricultural and residential districts* with parcels ten (10) acres or greater and *all other districts*, freestanding signs are **limited to thirty-two (32) square feet with a maximum height of eight (8) feet**.

Permitted Signs by Type and Zoning District

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

Agriculture and residential districts of ten (10) acres or greater are allowed **one (1) freestanding sign limited to thirty-two (32) square feet with a maximum height of eight (8) feet**, and **may contain commercial and/or non-commercial speech**. Agricultural and residential districts of less than ten (10) acres are allowed **one freestanding sign limited to four (4) square feet with a maximum height of eight (8) feet**.

	RES	AG <10 acres	RES >10 acres	AG > 10 acres	All other districts
	Non-Commercial Message				
	Exempt from Permitting				
Area (sf)	4	4	32	32	32
height	8	8	8	8	8
			freestanding	freestanding	freestanding
	Commercial or Non/ Commercial In addition to exempt signs				
	Requires Permit				
Area (sf)	4	4	32	32	n/a
Height	8	8	8	8	n/a
	freestanding	freestanding	freestanding	freestanding	n/a

DEFERRED RETIREMENT OPTION PROGRAMS

by

Cindy Birley and Kent Eichstadt*
William M. Mercer, Inc.

Introduction

Deferred retirement option programs (commonly referred to as “DROP” programs) were first introduced in the 1980s by public sector employers. A DROP is a popular means for employers to retain long-term, experienced employees beyond normal retirement and attain some certainty as to when they will retire. A DROP also provides members greater flexibility and choice in structuring the benefit payments they will receive when they retire. The popularity of DROP programs has increased, especially for police and firefighter retirement systems.

A DROP can be viewed as an optional method of earning retirement benefits and receiving relevant payouts offered under a public sector defined benefit plan. A DROP is similar to traditional partial lump-sum options which allow members to receive a lump sum in exchange for a reduced monthly benefit for life.

A DROP program allows a member of a retirement system to “freeze” his service credits and final average salary as of the DROP election date for retirement calculation purposes. The member elects to have the retirement allowance that would have been paid (if the member had retired) credited to a DROP account while he continues to work and draw a salary from the employer.

Sample DROP

There are many variations of DROPS. A sample DROP is described below.

A member of a retirement system who is eligible for an unreduced pension enters the DROP; continues to work at his regular job and draw a salary; ceases to accrue pay increases or additional service credits for benefit calculation purposes; and has the retirement allowance that would have been paid (if the member had retired) credited to a DROP account, payable at termination of employment. The DROP account typically is credited with interest.

Usually, there is a maximum period (up to five years) in which the member can remain in the DROP. At the end of the maximum period, a member may have to accept mandatory termination of employment and retirement. Employee contributions may cease once the member enters the DROP. Employer contributions (as a percentage of base pay) may continue and may be split between the regular retirement system fund and the DROP account.

Upon retirement, a member may elect lump-sum or installment payments of his DROP account balance. These amounts may be rolled over to an individual retirement account or used to purchase an annuity from the retirement system or an insurance company. In addition, the member receives his regular monthly pension from the retirement system.

Impact of Participation in a DROP for Members

Advantages

The primary appeal of a DROP to a member is the opportunity to accumulate a large lump-sum payment at retirement. This lump sum can be used to pay off a home mortgage, purchase a boat or motor home, create an estate for dependents, etc. In addition, members still receive a lifetime monthly benefit. Finally, members enjoy an increase in take-home pay if employee contributions to the retirement system cease when they join the DROP.

Disadvantages

In many DROP programs, members must irrevocably agree to terminate employment within a fixed number of years. The participation period usually cannot be extended and can only be shortened by termination of employment or death. Some members may ultimately regret that decision.

Members may be giving up valuable pension benefit increases when they elect to participate in a DROP. Service credits and final average salary are “frozen” as of the DROP election date for retirement calculation purposes. Although members may continue to work additional years, the service and salary do not count towards pension accrual.

The loss of service credit may not be a critical issue. If a retirement system has a statutory maximum credited service limit, members who join the DROP after completing the maximum years of service would not lose any service related benefit accruals.

Relative Economic Analysis

At actual retirement, the member receives a regular monthly retirement benefit based on service credits and final average salary accrued as of the DROP election date (adjusted by any applicable cost-of-living increases) plus his DROP account, usually payable as a lump-sum or in regular installments. In essence, members accumulate a DROP account balance in exchange for a “frozen” monthly pension. Employee and employer contributions, if any, and investment earnings in the DROP may more than offset the loss due to the service and salary freeze. The DROP account may be designed so that the retirement benefit credited to the DROP account is eligible for cost-of-living increases.

To compare relative economic values, monthly pensions should be converted to single sums on an actuarial equivalent basis. The comparison of employer funded benefits is between:

- the projected DROP account balance (without employee contributions), plus the present value of the “frozen” monthly pension commencing at retirement (the end of the DROP period); and
- the present value of the projected monthly pension that the same member would be entitled to receive without joining the DROP and retiring at the end of the DROP period (less the value at retirement of the employee contributions that the member makes during the DROP period).

Often, the member comes out ahead under the DROP. Distributions from the DROP are generally taxed as ordinary income in the year received.

Taxes could increase due to payments distributed from the DROP. The 10% early distribution tax under Internal Revenue Code (“Code”) Section 72(t) generally applies to a lump-sum distribution made prior to attaining age 59 1/2 (or age 55 if due to separation of service). A member may avoid the penalty tax by making a direct rollover (or regular rollover) to an individual retirement account.

Impact of the DROP to the Retirement System and Employer

Advantages

A public entity may wish to establish a DROP in order to:

- retain experienced employees who have attained the number of years of service required for a full, unreduced pension or who have attained the maximum number of years allowed under the retirement system;
- defer the cost of hiring and training replacements and attain some certainty about retirements for planning purposes;
- provide an additional retirement option and some flexibility to members retiring under the retirement system; and/or
- save money by not making contributions for members in the DROP.

Disadvantages

Before implementing a DROP program, a public entity should consider that:

- the cost to the retirement system may increase;
- administration of the retirement system is usually more complex under a DROP program;
- promotions and salary increases may be more costly during the DROP period because members in DROP programs tend to be at higher salary grades and in higher paid positions;
- members in DROP programs often generate higher health claims; and/or
- a member may change his mind and refuse to retire at the end of the DROP period.

Impact on Workforce

The public entity should consider the effects that the implementation of a DROP may have on its workforce. In some cases, the DROP may cause employees to remain beyond the time that they would have otherwise retired. This could create a higher average age workforce. This would occur over a transitional period during which turnover among older employees is reduced. The public entity should also anticipate that retention of an older workforce will result in higher salaries and associated payroll expenses during the period of DROP participation.

While the employer may keep experienced and valuable employees longer, it may also delay the retirement of employees which the public entity may wish to replace. This may also result in a one-time delay of promotional opportunity for younger employees.

Financial Impact on Retirement System

The cost of implementing the DROP will depend on employee behavior as well as the features of the DROP. Important factors include:

- entry requirements to join the DROP;
- the proportion of members who take advantage of the DROP;
- the age at which members enter the DROP versus the age at which they would have retired without the DROP;
- the length of time that members remain in the DROP;
- the interest rate credited to the DROP account; and/or
- payout options available under the DROP at retirement.

Funding costs to the system often increase when a member who has earned the statutory maximum credited service limit participates in DROP. A DROP often does not require members to contribute to the retirement system or the DROP account during their participation in DROP.

Although a DROP may be designed to be cost neutral, it will usually have some cost impact to the public entity. Projections can be prepared based on reasonable ranges of employee behavior possibilities. The interest rate can be used as a mechanism to achieve cost neutrality to the public entity. The public entity could use the “spread” between actual investment earnings and the DROP interest crediting rate, as necessary, to maintain cost neutrality.

Description of Possible DROP Features

DROP programs vary among public entities. A discussion of possible DROP features follows.

DROP Entry Requirements

A member is usually eligible to enter the DROP upon satisfaction of the minimum age and/or service requirements for an unreduced pension under the regular retirement system.

Maximum Period of DROP Participation

Three to five years are common maximum DROP periods. However, the DROP period may be longer or shorter. A variation is to structure the DROP so that the total years of service in the retirement system (including the DROP) is limited to thirty years.

Mandatory Retirement at End of DROP Period

Some plans allow the member to continue employment and rejoin the retirement system at the end of the DROP period. In many DROPs, a member must separate from service at the end of the DROP period.

There is an exemption from the Age Discrimination in Employment Act of 1967 (“ADEA”) that allows a public entity to set mandatory retirement ages for firefighters and law enforcement officers. In general, the exemption locks employers into whatever retirement ages were in effect

under state or local law on March 3, 1983. In each mandatory retirement situation, ADEA must be carefully reviewed.

Employee Contributions

It is common for DROPs to require employee contributions to cease upon entrance into the DROP. However, a DROP may require the employee to make contributions to the DROP account on a pre-tax or after-tax basis. Pre-tax employee contributions to a DROP must qualify as pick-up contributions under Code Section 414(h)(2) -- they are treated as employer contributions for tax purposes.

Employer Contributions

Employer contributions may or may not continue. If employer contributions continue, they may be made to the DROP and/or to the retirement system. One design is for employer contributions to be made 50% to the DROP and 50% to the retirement system.

Interest Rate on DROP Accounts

Most DROP accounts earn interest. Since these accounts will be held for a short period of time, they will be more sensitive to abrupt market changes. Therefore, a fixed interest rate or a smoothed market rate based on actual earnings is often used.

One approach is to use an interest rate of one to three percentage points below the actual rate of return. Another variation is to guarantee that the interest rate on the DROP account will not be less than the annual actuarial assumed interest rate.

In order to maintain cost neutrality, the DROP may provide that the retirement system is authorized to reduce the annual interest crediting rate.

Members may expect high rates of returns. It is important for a public entity to manage these expectations.

Distribution Options for DROP

DROP accounts are often paid in a lump sum. Distributions from DROP accounts which are from pre-tax funds may be rolled over to an individual retirement account, in accordance with the direct and regular rollover rules.

At the member's option, DROP accounts may also be paid in installments or used to purchase an annuity from an insurance company or the retirement system. This mitigates the negative tax consequences of withdrawing large sums all at once and provides greater convenience. The DROP may be designed to allow a retired member to draw from his DROP account in equal installments over a stated period such as a period no longer than the member participated in the DROP.

Election of Form of Annuity

Generally, a member is expected to elect his form of annuity at retirement. A member who enters into a DROP program will need to elect his form of annuity from the retirement system at this time so that the payment amount into the DROP can be determined. For most police and firefighter plans, there is only one form of annuity, so there is no issue related to the election of annuity form. For other plans, members may wish to have the option to change their election upon actual retirement if their family situation changes (e.g., due to divorce, remarriage or death of a beneficiary) during the period of their participation in the DROP. While most public plans do not permit members to change their election of annuity form after payments commence into the DROP, this is an issue which should be considered.

Eligibility of DROP Members for Cost-of-Living Adjustments (COLAs)

DROPs often provide retirement COLA increases during the period of DROP participation, if the retirement system provides for such increases.

Other Considerations

In addition to the issues discussed in this article, there are other tax issues (such as Code Section 415 limits and the minimum required distribution rules) which should be considered before implementing a DROP.

Conclusion

A DROP provides greater flexibility to members and generally allows them to receive partial lump-sum payments and reduced monthly benefit payments upon retirement. Members must carefully weigh the economic effects of participation in a DROP. Depending on design, members participating in a DROP may receive more or less in retirement benefits than they would have under the public retirement system without a DROP.

A DROP may also enable an employer to more effectively manage turnover in its workforce. An employer should carefully balance the anticipated costs of a DROP against the likely effects on its workforce demographics.

** with special thanks to Bob Blum*

YOUR DROP OPTIONS

When you complete your participation in the Deferred Retirement Option Program (DROP) by either retiring at the end of your DROP period or voluntarily resigning while participating, you're entitled to the money in your DROP account.

Within 30 days after exiting from DROP, you must elect either a direct lump-sum distribution or a direct rollover of your account.

- If you choose the direct rollover, you must give the San Francisco Employees' Retirement System (SFERS) written instructions to roll your account into a qualified retirement plan.
- If you select the lump sum payable directly to you, you'll be taxed as required under the Internal Revenue Code. Please note that distribution of your DROP account may be subject to a community property claim by your former spouse/domestic partner.

FREQUENTLY ASKED QUESTIONS

Q: I am currently in DROP and plan to retire in the near future. At that time, can I roll DROP funds into the San Francisco Deferred Compensation Plan (SFDCP)?

A: Yes. You can roll DROP funds into the SFDCP if you're a participant in the SFDCP. If you are not a participant, you must enroll before you initiate the rollover.

Q: How do I enroll in the SFDCP so I can roll over my DROP funds into my account?

A: Complete and return the SFDCP Enrollment and Beneficiary forms. You can get the forms from your registered representative, by calling the San Francisco Great-West Retirement Services® (Great-West) office at (877) 457-9321 and requesting an enrollment kit, or by visiting the website at www.sfdcp.org and clicking on the Enroll Now tile.¹

By rolling your DROP funds into the SFDCP, you'll be able to take advantage of the Plan's competitive investment options. Also, consolidating your retirement funds gives you the convenience of having both plans on one statement from one service provider. We do encourage you, however, to explore other options to identify the retirement vehicle you believe is most appropriate for your needs.

Q: How do I roll over DROP funds?

A: Make an appointment with an SFERS counselor by calling (415) 487-7085 or using the SFERS website (www.sfgov.org/sfers, under Active Members/Active Safety Members/DROP). Both group and individual appointments are welcome. **NO WALK-INS, PLEASE.** The SFERS office is located at 30 Van Ness Avenue, Suite 3000 (3rd Floor), San Francisco.

See the SFERS counselor to complete the Rollover Assets for Police Pensions (Pensions) form. The SFDCP will then sign and send the rollover assets to Great-West for deposit into your SFDCP account.



To discuss your distribution options, please contact your Great-West representative at (877) 457-9321.²

¹ Access to KeyTalk® and/or the website may be limited or unavailable during periods of peak demand, market volatility, systems upgrades/maintenance or other reasons.

² Representatives of GWFS Equities, Inc. are not registered investment advisors and cannot offer financial, legal or tax advice. Please consult with your financial planner, attorney and/or tax advisor as needed.

YOUR DROP OPTIONS *(continued)*

Q: What happens to the money once it's rolled into the SFDCP?

A: The funds will be invested according to your investment allocation choices. The Internal Revenue Service (IRS) requires the SFDCP to account for your contribution funds (the money you have deducted from your paychecks) separately from the rollover funds. Your quarterly SFDCP statement will show your total balance, as well as a breakdown of the funds in your contribution account and those in your rollover account.

Q: Can I take DROP money out of my rollover account once it's rolled into the SFDCP?

A: Yes. The SFDCP allows you to take distributions from your rollover account at any time. You cannot take distributions from your contributions account before you leave city employment.

Q: Is there an under-age tax penalty that may apply to DROP funds?

A: Please note a change in how certain distributions from DROP (and other pre-tax rollover accounts, such as a 401(k) or IRA) are handled on tax forms at year-end. If you:

- Retire during the year in which you reach the age of 55 or older; and
- Receive a distribution from a rollover account, such as DROP; and
- Take a distribution between the ages of 55 and 59½; then
- Great-West won't apply the under-age 59½ special excise tax penalty to your 1099R tax form that may otherwise apply to certain other under-age distributions.

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This change is based on a revised understanding of IRS requirements. However, each participant's circumstances are unique. Great-West's application or non-application of the penalty is not the final determinant of any participant's actual tax liability, and neither Great-West nor any other Plan representative can provide tax advice. You are encouraged to consult with a tax and/or financial planning professional to ensure you're paying tax in accordance with IRS requirements as applicable to your unique circumstances.

Q: What are my distribution options?

A: A broad range of options is available to you. You may request a full or partial lump-sum distribution, periodic payments, or annuity payments. Please refer to the SFDCP's Distribution Options Guide for more details.

Q: How do I take distributions from my accounts?

A: Complete the SFDCP's Distribution/Direct Rollover form. Indicate on the form whether you want your distribution to be processed from your contributions account or your rollover account. If you've left city employment and you don't make this choice on the form, your distribution will be taken pro rata from your account.

Please note that if you roll money into the SFDCP, you may still receive distributions from your Plan's 457 contribution account without penalty. DROP funds are placed in a separate account.





Embark on
Your Retirement

Stop, DROP, and Roll Your Assets Into Your Employer-Sponsored 457 Plan

Once you plan to retire from the City of Baltimore, you have an important decision to make about your Deferred Retirement Option Program (DROP) retirement account.

Before you decide what to do with your DROP account, you should *stop* and consider the tax implications of your decision.

- If you elect to receive a lump-sum payment of your DROP accumulation, the lump-sum amount will be taxed as ordinary income the year you receive it.
- If you elect to roll your DROP accumulation into your 457 Plan, taxes are not due until you begin to take withdrawals from your 457 Plan.¹

Additional benefits of rolling over your DROP account include:

- Access to a custom Stable Value Fund that has a competitive guaranteed rate.²
- A wide selection of mutual funds, with a competitive fee structure.²
- Ongoing retirement planning and distribution counseling.³
- Easy account management access through www.baltimoredeferredcomp.com and KeyTalk® at **1-877-CBDCP4U (223-2748)**.⁴

In addition to those benefits, choosing to roll over your DROP account allows you to consolidate your retirement account balances into one place, making it easier for you to track and manage your retirement savings and income over the course of your retirement.

Questions?

Contact your local office at: (410) 332-0809

¹ You are encouraged to discuss rolling money from one account to another with your financial advisor/planner, considering any potential fees and/or limitation of investment options.

² Each fund has its own operating expenses. Great-West Financial® does not assess a separate administrative fee for assets invested in the Plan. For more information about the funds, any fees and rates, please visit your Plan website, www.baltimoredeferredcomp.com, or call 1-877-CBDCP4U.

³ Representatives of GWFS Equities, Inc. are not registered investment advisors and cannot offer financial, legal or tax advice. Please consult with your financial planner, attorney and/or tax advisor as needed.

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Cherokee County, Georgia Agenda Request

SUBJECT: Request for Multi-Way Stop
Woodstock Road at Victory Drive

MEETING DATE: June 3, 2014

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration for approval of a multi-way stop at the intersection of Woodstock Road and Victory Drive per recommendations made in traffic engineering study by Kimley-Horn & Associates, Inc.

FACTS AND ISSUES:

Cherokee County retained Kimley-Horn and Associates to perform a traffic engineering study for the intersection of Woodstock Road and Victory Drive. The study was prepared in response to overall safety and operational concerns for the study intersection, more specifically an accident that occurred in January 2014 that later resulted in a fatality. Currently the intersection of Woodstock Road at Victory Drive is a skewed T-intersection with STOP control on the minor street only (Victory Drive).

Based on the results contained in the traffic engineering study, Kimley-Horn & Associates recommends the following actions be considered:

1. Implement interim solution – Multi-way STOP control with the existing intersection location and configuration as soon as practicable.
2. Proceed with the design of Long Range Solution #1 – single lane modern roundabout configuration.

The interim solution also includes implementing the following for this intersection in addition to adding STOP signs:

1. Install STOP control on both approaches of Woodstock Road – STOP signs and painted STOP bars.
2. Reduce the radius of the curve on the southeastern corner with paint striping.
3. Install advanced STOP ahead warning signs on all approaches to the intersection.
4. Restripe/refurbish pavement markings on Woodstock Road and Victory Drive (completed).
5. Install overhead street lighting for intersection (completed).

Based upon completion of the required pavement striping and signing at this intersection and upon proper notification of the proposed traffic control devices to the public (message signs), we expect the all-way STOP operation of this intersection to be fully in place by June 30, 2014.

Advertising for Requests for Proposals for the design of the single lane modern roundabout will take place in the next 90 days. Funding for right-of-way purchase and construction for the roundabout project will be programmed in upcoming fiscal years through the SPLOST roadway program.

BUDGET:

ADMINISTRATIVE RECOMMENDATION:

Approval of a multi-way stop at the intersection of Woodstock Road and Victory Drive per recommendations made in traffic engineering study by Kimley-Horn & Associates, Inc.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Traffic Engineering Study

Woodstock Road at Victory Drive

Cherokee County, Georgia

Prepared for:

Cherokee County Public Works

Prepared by:

Kimley-Horn and Associates, Inc.

2 Sun Court, Suite 450
Peachtree Corners, Georgia 30092

Kimley»»Horn

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May 2014
019794000

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- Appendix B Accident Data
- Appendix C Traffic Signal Warrant Analyses
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- Appendix E *Synchro* Capacity Analyses
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- Appendix H Raw Traffic Count Data
- Appendix I Excerpts from the Manual on Uniform Traffic Control Devices
- Appendix J Opinions of Probable Construction Cost

1.0 INTRODUCTION

Kimley-Horn and Associates, Inc. has been retained by Cherokee County Public Works to perform a traffic engineering study for the intersection of Woodstock Road at Victory Drive in Cherokee County, Georgia. The traffic engineering study is being prepared in response to overall safety and operational concerns for the study intersection, and more specifically, an accident that occurred in January 2014 that later resulted in an eventual fatality. Currently, the intersection of Woodstock Road at Victory Drive is a skewed T-intersection with STOP control on the minor street only (Victory Drive). **Figure 1** shows the intersection location for this traffic signal warrant analysis. **Figure 2** shows an aerial photograph of the area. Site photographs of the intersection location are provided in **Appendix A**.

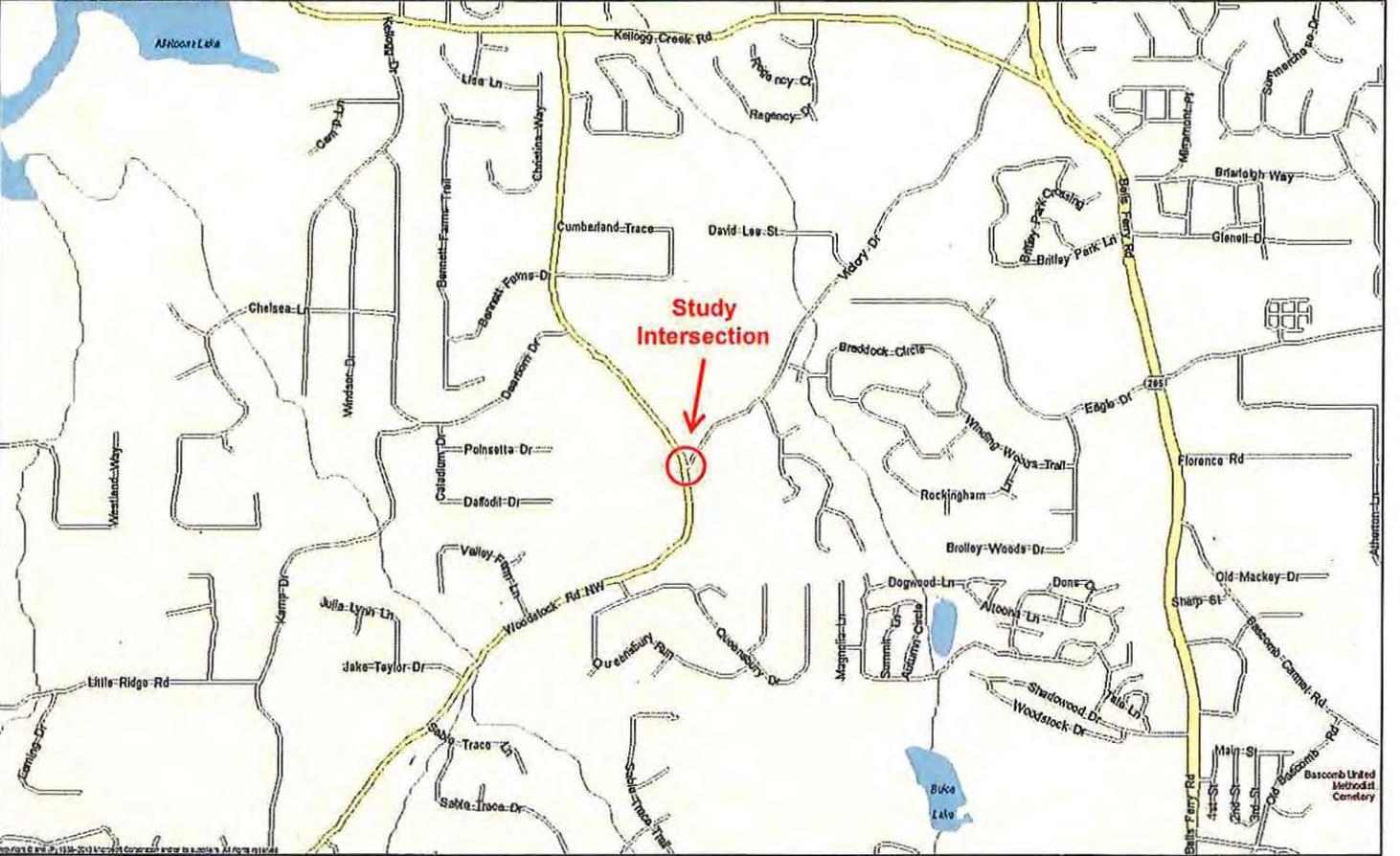
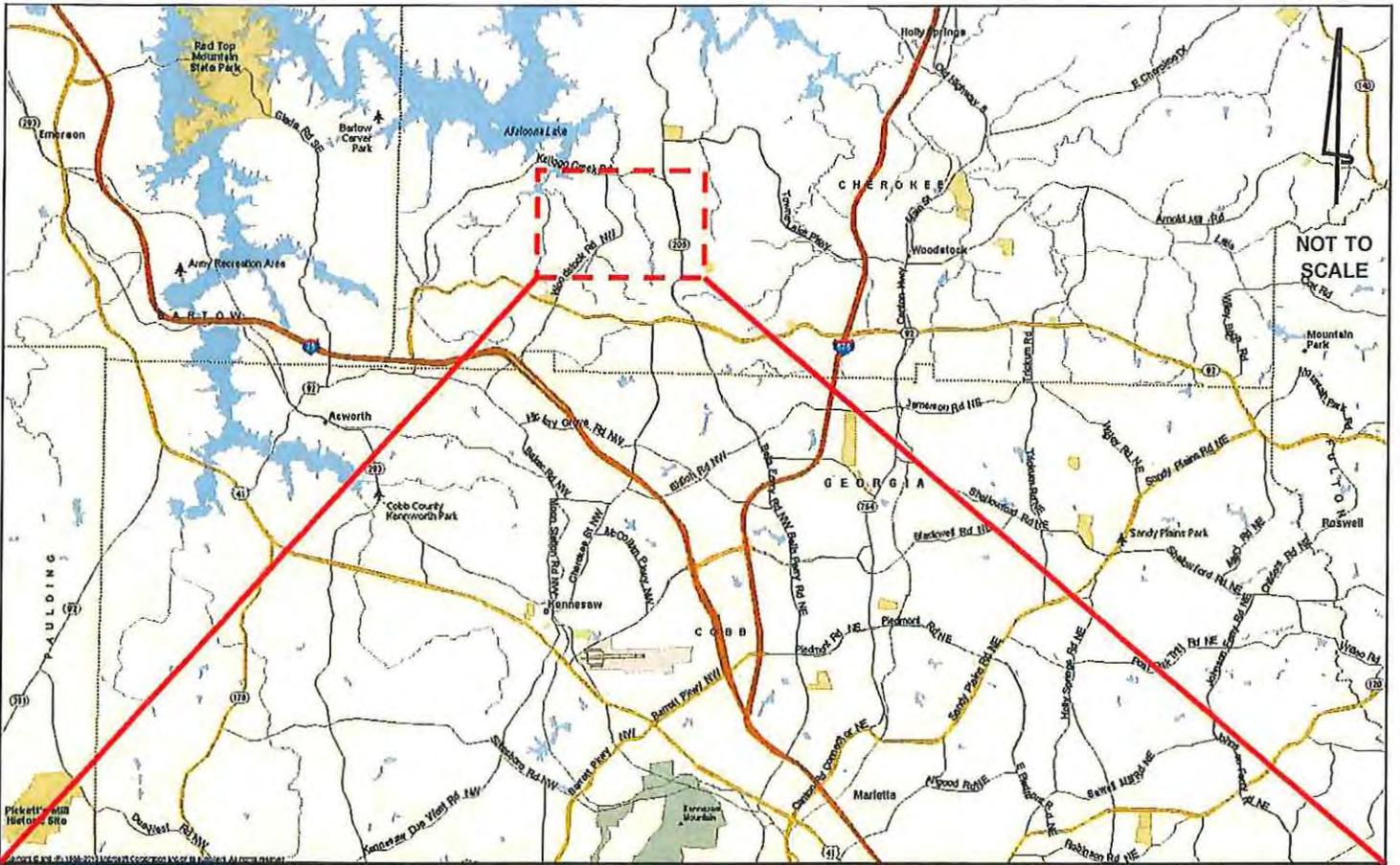
This report has been prepared for submittal to Cherokee County. This report summarizes the data collection, existing traffic volumes, projected future traffic volumes, and conclusions from the traffic engineering study for the intersection of Woodstock Road at Victory Drive. This report documents the results of the following three scenarios: 1) existing conditions analysis for the study intersection; 2) projected base year 2017 conditions analysis; and, 3) projected design year 2037 conditions analysis.

2.0 EXISTING CONDITIONS

2.1 *Roadway Conditions*

Woodstock Road is currently a 2-lane roadway with a posted speed limit of 45 MPH in the study area. According to the GDOT Functional Classification Map, Woodstock Road is classified as an Urban Minor Arterial south of the intersection and an Urban Local Road north of the intersection. For the purposes of this analysis, Woodstock Road is considered to have a north-south orientation in the vicinity of the study intersection.

Victory Drive is currently a 2-lane roadway with a posted speed limit of 35 MPH in the study area. According to the GDOT Functional Classification Map, Victory Drive is classified as an Urban Minor Arterial. For the purposes of this analysis, Victory Drive is considered to have an east-west orientation in the vicinity of the study intersection.



	<p style="text-align: center;">Woodstock Road at Victory Drive Traffic Engineering Study</p>	<p style="text-align: center;">Intersection Location</p>	<p style="text-align: center;">Figure 1</p>
--	-------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------	--------------------------------------------------------



Google earth

200 ft

	<p>Woodstock Road at Victory Drive Traffic Engineering Study</p>	<p>Aerial Existing Conditions</p>	<p>Figure 2</p>
-------------------------------------------------------------------------------------	--------------------------------------------------------------------------	---------------------------------------	---------------------

The intersection of Woodstock Road with Victory Drive is currently a skewed T-intersection oriented to the east. Woodstock Road provides a north-south connection between SR 92 and Kellogg Creek Road. Victory Drive also provides connection to Kellogg Creek Road, but farther to the east, allowing shorter access to Bells Ferry Road. Woodstock Road and Victory Drive primarily serve residential land uses.

2.2 Intersection Sight Distance

Per GDOT’s *Regulations for Driveway and Encroachment Control* for the existing 2-lane roadway with a posted speed limit of 45 MPH, the minimum intersection sight distance is 500 feet in either direction along Woodstock Road from Victory Drive. The sight distance at the study intersection (with existing roadway geometry) was determined to be in excess of 550 feet in either direction. With completion of any of the recommended improvements (described later in this report), the sight distance is likely to remain adequate. However, it should be confirmed that sight distance requirements are met during the design of any roadway project for changes to the study intersection’s geometry.

TABLE 1 Woodstock Road at Victory Drive GDOT Requirements for Existing Geometry. Intersection Sight Distance (feet)			
Approach	Direction	Available	Required (Existing Geometry)
Victory Drive (WB Approach)	SDR	≥ 550'	500'
	SDL	≥ 550'	500'

2.3 Existing Traffic Control

Woodstock Road operates as a free-flow roadway at the study intersection with existing roadway geometry. The westbound approach along Victory Drive to Woodstock Road operates under STOP control.

2.4 *Vehicular Speeds*

The posted speed limit along Woodstock Road in the vicinity of the study intersection is 45 MPH. The posted speed limit along Victory Drive in the vicinity of the study intersection is 35 MPH.

2.5 *Pedestrian Movements*

No pedestrians were observed during the AM and PM peak hours at the study intersection of Woodstock Road at Victory Drive. No crosswalks currently exist at the study intersection. No sidewalks currently exist in the vicinity of the study intersection.

2.6 *Parking*

Parking is not permitted along Woodstock Road or Victory Drive in the vicinity of the study intersection location.

2.7 *Vehicular Volumes*

Intersection turning movement volume counts were collected on Wednesday, March 26, 2014 for twelve (12) consecutive hours between 7:00 AM and 7:00 PM at the study of Woodstock Road at Victory Drive. The traffic count at this intersection resulted in a 7:00-8:00 AM peak hour (632 vehicles entering the intersection) and a 4:45-5:45 PM peak hour (656 vehicles entering the intersection). However, since 12 consecutive hours of data were collected for the purposes of warrant analyses, it was preferred to evaluate the traffic volumes in one-hour increments. Therefore, the PM peak hour selected for further analysis was 5:00-6:00 PM (637 vehicles entering the intersection).

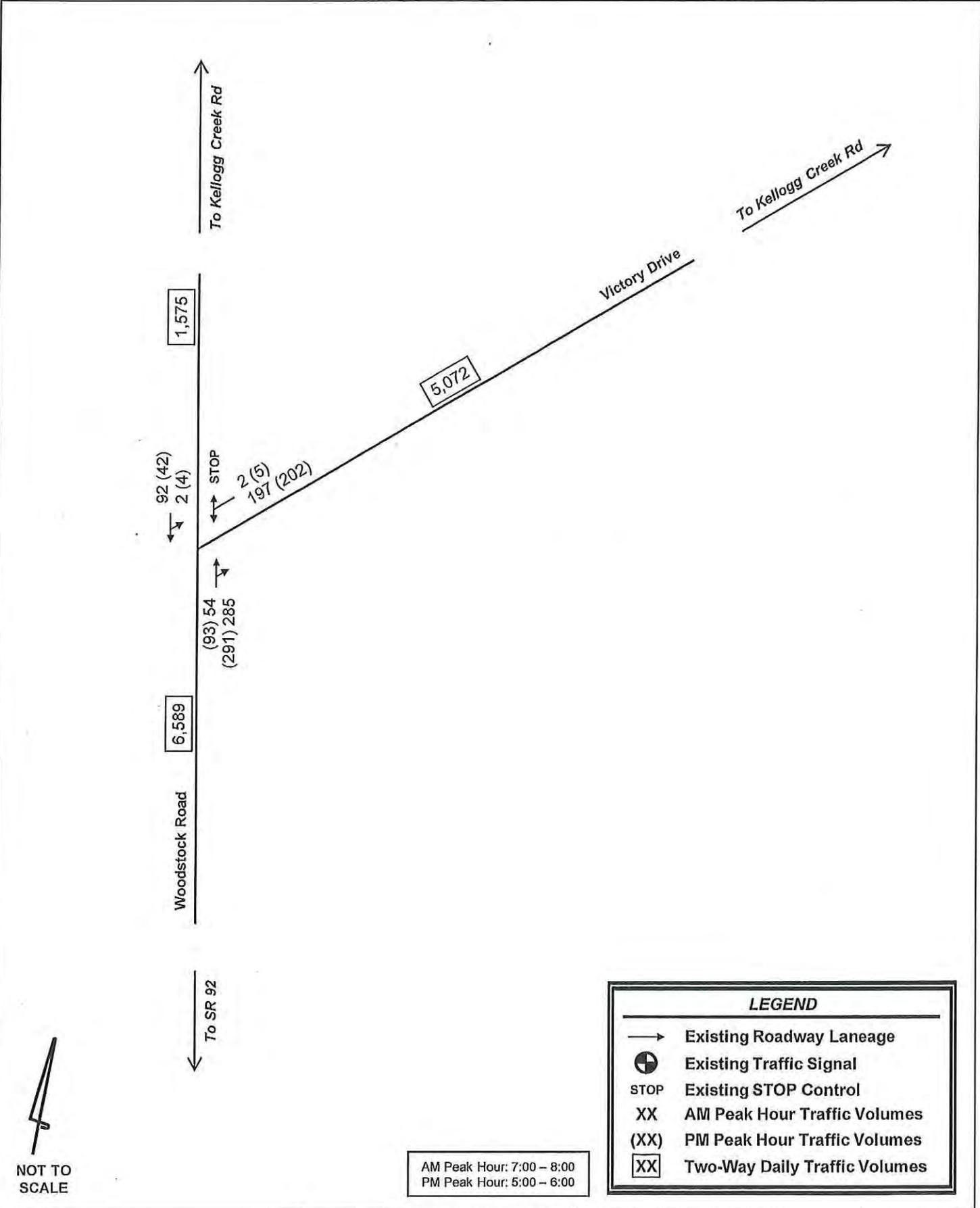
Additionally, to determine the two-way average daily traffic (ADT) along the legs of the study intersection, 24-hour bidirectional tube counts were collected on Wednesday, March 26, at the following locations:

1. Woodstock Road just south of Victory Drive
 - ADT: 6,589 vehicles per day
2. Woodstock Road just north of Victory Drive
 - ADT: 1,575 vehicles per day
3. Victory Drive just east of Woodstock Road
 - ADT: 5,072 vehicles per day

It should be noted that Woodstock Road north of the study intersection has significantly fewer vehicles per day compared to the other two legs of the intersection. Based on this, it appears that it may be logical to reconfigure the intersection such that the major street (free-flow) is Woodstock Road south of the intersection connected with Victory Drive east of the intersection, resulting in Woodstock Road north of the intersection (lowest ADT) being the STOP-controlled minor street.

For the purposes of this analysis, the AM and PM peak hours were evaluated from 7:00-8:00 AM and 5:00-6:00 PM, respectively. The AM and PM peak hour existing traffic volumes (and intersection laneage) are shown on **Figure 3**. The raw turning movement counts and raw 24-hour bidirectional tube counts are provided in **Appendix H**.

The GDOT Traffic Count Database System (TCDS) was researched for historical traffic volumes along Woodstock Road and along Victory Drive. One GDOT count station was located along these roadway segments. Average daily traffic (ADT) volume count data for Woodstock Road approximately ½ mile south of Victory Drive (GDOT count station #0570211) is reflected in **Table 2**. Annual average daily traffic (AADT) volumes are calculated estimates and are also shown in Table 2 for when actual ADT volume counts were not collected (most recent 3 years).



NOT TO SCALE

AM Peak Hour: 7:00 – 8:00
PM Peak Hour: 5:00 – 6:00

LEGEND

- Existing Roadway Laneage
- ⊕ Existing Traffic Signal
- STOP Existing STOP Control
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes
- XX Two-Way Daily Traffic Volumes

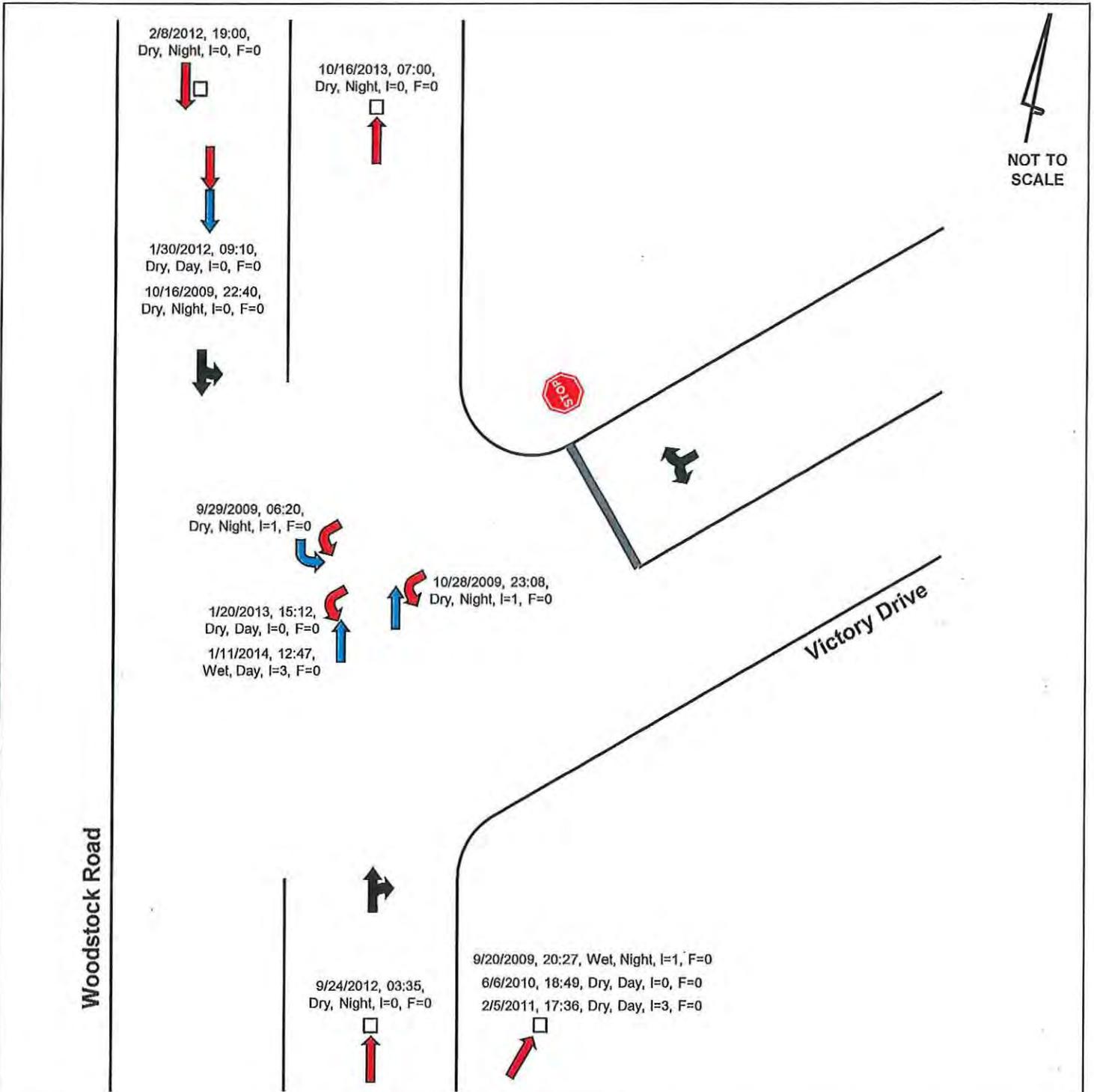
TABLE 2 ADT on Woodstock Road south of Victory Drive GDOT TC #0730174 (24 hours, bidirectional, vehicles per day)		
Date	ADT	AADT
March 2004	5,775	---
June 2005	5,443	---
January 2006	6,199	---
2010	---	5,070
2011	---	4,950
2012	---	4,860

2.8 Delay Study

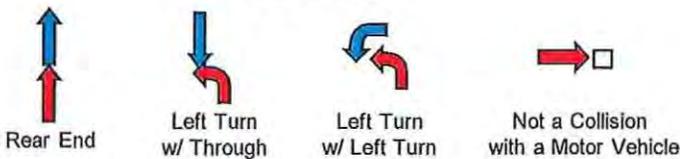
A delay study was not performed for this traffic signal warrant analysis.

2.9 Accident History

According to the most recent accident data provided by Cherokee County Public Works, there were twelve (12) accidents within the near vicinity of the Woodstock Road at Victory Drive intersection from 2008-2014. These accidents contributed to 9 injuries and 0 fatalities, according to the official accident reports. It should be noted that the accident in January 2014 did not immediately cause a fatality, however, one of the people injured in the crash later died as a result of the crash. These 12 accidents consisted of 4 angle collisions, 2 rear-end collisions, and 6 other collisions not involving another motor vehicle. **Figure 4** is a collision diagram summarizing the accident history at the study intersection.



LEGEND



COLLISION INFORMATION

Date, Time, Surface Condition, Day/Night,
of Injuries, # of Fatalities

Note: The crash configurations shown are approximate interpretations of available crash data and are representative of traffic movements and general location only. Exact locations within intersections and within multiple lanes are not able to be determined using available data.

2.10 Adjacent Signalized Intersections

The nearest signalized intersection is that of Woodstock Road at SR 92 and is located approximately 1.7 miles south of the study intersection of Woodstock Road at Victory Drive. Per GDOT's *Regulations for Driveway and Encroachment Control*, the minimum signalized intersection spacing is 1,000 feet in urban areas and 1,320 feet in rural areas. If a signal were to be recommended at the study intersection location, the proposed signal spacing will exceed this GDOT minimum. There are no other known proposed signalized intersections in the near vicinity of the study intersection.

2.11 Intersection History

At the time of this report, it is believed that the study intersection has not been studied in the past for traffic signal control, multi-way STOP control, or roundabout control.

3.0 TRAFFIC SIGNAL WARRANT ANALYSIS

3.1 Introduction

A traffic signal warrant analysis was performed based on the criteria contained in the *Manual on Uniform Traffic Control Devices (MUTCD)*, 2009 Edition published by the Federal Highway Administration (FHWA).

According to the MUTCD, the investigation of the need for a traffic control signal shall include an analysis of the applicable factors contained in the following traffic signal warrants and other factors related to existing operation and safety at the study location:

- Warrant 1, Eight-Hour Vehicular Volume
- Warrant 2, Four-Hour Vehicular Volume
- Warrant 3, Peak Hour
- Warrant 4, Pedestrian Volume
- Warrant 5, School Crossing
- Warrant 6, Coordinated Signal System
- Warrant 7, Crash Experience
- Warrant 8, Roadway Network
- Warrant 9, Intersection Near a Grade Crossing

A traffic control signal should not be installed unless one or more of the above warrants are met. However, the satisfaction of a traffic signal warrant or warrants should not in itself require the installation of a traffic control signal.

The MUTCD states engineering judgment and rationale should be applied to a minor street approach with one lane plus a right-turn lane. The right-turn traffic should not be included in the minor-street volume if the movement enters the major street with minimal conflict.

This traffic signal warrant analysis evaluated projected traffic conditions to determine if they satisfy the minimum vehicular volume warrants established by the MUTCD. Warrants 1, 2, and 3 are the vehicular volume warrants and are based on mainline traffic volumes, side street traffic volumes, and number of travel lanes.

Warrant 1 (Eight Hour Vehicular Volume) Condition 1A is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic signal. Warrant 1 Condition 1B is intended for application where Condition 1A is not satisfied and where the traffic volume on a major street is so heavy that traffic on the intersecting minor street suffers excessive delay or conflict in entering or crossing the major street. If both Condition 1A and Condition 1B are 80% satisfied, Warrant 1C would be satisfied.

Warrant 2 (Four Hour Vehicular Volume) is intended at locations where the volume of intersecting traffic is the principal reason to consider installing a traffic signal.

Warrant 3 (Peak Hour) is intended at locations where traffic conditions are such that for a minimum of 1 hour of an average day, the minor street traffic suffers undue delay when entering or crossing the major street.

The relevant pages from the MUTCD that address traffic signal warrants are included in **Appendix I**.

3.2 *Future Volume Assignment*

To develop future turning movement volumes for the study intersection of Woodstock Road at Victory Drive, background growth was applied to the existing turning movement volumes. To account for background growth in traffic, the existing year 2014 traffic volumes were increased at 3.0% per year for 3 years to create the projected base year 2017 traffic volumes. The base year 2017 traffic volumes were increased at 1.5% per year for 20 years to create the projected design year 2037 traffic volumes. These future traffic volumes were used for the traffic signal warrant analysis, and are shown on the detailed analyses in **Appendix C**.

3.3 *Traffic Signal Warrant Analysis with Existing Roadway Configuration*

The results of the traffic signal warrant analysis with existing year 2014 traffic volumes, projected base year 2017 traffic volumes, and projected design year 2037 traffic volumes with the existing roadway configuration are shown in **Table 3**. For this traffic signal warrant analysis, the right-turning traffic was removed from the minor street approach (Victory Drive) since the movement enters the major street (Woodstock Road) with minimal conflict. For this analysis, both the major street and the minor street were assigned to have one-lane approaches. The posted speed limit along Woodstock Road is 45 MPH, so the 70% warrant (30% volume requirement reduction) was applied for this traffic signal warrant analysis.

TABLE 3 Traffic Signal Warrant Analysis Summary Woodstock Road at Victory Drive – Existing Roadway Configuration Existing & Projected Traffic Volumes						
Warrant	Existing Year 2014		Base Year 2017		Design Year 2037	
	Hours Met / Required	Criteria Satisfied?	Hours Met / Required	Criteria Satisfied?	Hours Met / Required	Criteria Satisfied?
1A	2 / 8	NOT MET	4 / 8	NOT MET	7 / 8	NOT MET
1B	0 / 8	NOT MET	0 / 8	NOT MET	2 / 8	NOT MET
1C	0 / 8	NOT MET	0 / 8	NOT MET	2 / 8	NOT MET
2	3 / 4	NOT MET	4 / 4	MET	8 / 4	MET
3	0 / 1	NOT MET	0 / 1	NOT MET	4 / 1	MET

As shown in Table 3, Warrant 1, Conditions 1A, 1B, and 1C, Warrant 2, and Warrant 3 (all vehicular volume warrants) are not satisfied under existing year 2014 traffic conditions. With projected base year 2017 traffic volumes (with the existing roadway configuration), Warrant 2 is the only vehicular volume warrant projected to be satisfied. With projected design year 2037 traffic volumes (with the existing roadway configuration), Warrant 2 and Warrant 3 are the only vehicular volume warrants projected to be satisfied.

It should be noted that many governing agencies generally do not consider the installation of a traffic signal unless at least Warrant 2 is met, with the satisfaction of Warrant 1 being most desirable.

A level-of-service analysis was performed for traffic signal control with the existing roadway configuration and is described in *Section 6.2* with results shown in Table 7. A detailed traffic signal warrant analysis for each scenario is provided in **Appendix C**.

3.4 Traffic Signal Warrant Analysis with Reconfigured Intersection

As described in Section 2.7 of this report, Woodstock Road north of the study intersection has significantly fewer vehicles per day compared to the other two legs of the intersection. A traffic signal warrant analysis was performed with the study intersection reconfigured such that the major street (free-flow) is Woodstock Road south of the intersection connected with Victory Drive east of the intersection, resulting in Woodstock Road north of the intersection (lowest ADT) being the minor street.

The results of the traffic signal warrant analysis with existing year 2014 traffic volumes, projected base year 2017 traffic volumes, and projected design year 2037 traffic volumes with the reconfigured intersection roadway geometry are shown in Table 4. For this traffic signal warrant analysis, the right-turning traffic was removed from the minor street approach (Woodstock Road north of the intersection) since the movement enters the major street (Woodstock Road south of the intersection / Victory Drive) with minimal conflict. For this analysis, both the major street and the minor street were assigned to have one-lane approaches. The existing posted speed limits along Woodstock Road and Victory Drive are 45 MPH and 35 MPH, respectively. It will be recommended that upon reconfiguring the intersection, the posted speed limit along Woodstock Road south of the intersection be reduced to 35 MPH to avoid a speed limit change. Therefore, the 70% warrant (30% volume requirement reduction) was not applied for this traffic signal warrant analysis.

TABLE 4 Traffic Signal Warrant Analysis Summary Woodstock Road at Victory Drive – <u>Reconfigured Intersection</u> Existing & Projected Traffic Volumes						
Warrant	Existing Year 2014		Base Year 2017		Design Year 2037	
	Hours Met / Required	Criteria Satisfied?	Hours Met / Required	Criteria Satisfied?	Hours Met / Required	Criteria Satisfied?
1A	0 / 8	NOT MET	0 / 8	NOT MET	0 / 8	NOT MET
1B	0 / 8	NOT MET	0 / 8	NOT MET	0 / 8	NOT MET
1C	0 / 8	NOT MET	0 / 8	NOT MET	0 / 8	NOT MET
2	0 / 4	NOT MET	0 / 4	NOT MET	0 / 4	NOT MET
3	0 / 1	NOT MET	0 / 1	NOT MET	0 / 1	NOT MET

As shown in Table 4, Warrant 1, Conditions 1A, 1B, and 1C, Warrant 2, and Warrant 3 (all vehicular volume warrants) are not satisfied with existing year 2014 traffic volumes or under future traffic conditions with the reconfigured intersection roadway geometry.

A detailed traffic signal warrant analysis for each scenario is provided in **Appendix C**.

4.0 MULTI-WAY STOP WARRANT ANALYSIS

4.1 Introduction

The multi-way stop warrant analysis was performed based on the criteria contained in the *Manual on Uniform Traffic Control Devices (MUTCD)*, 2009 Edition published by the Federal Highway Administration (FHWA).

According to the MUTCD, multi-way STOP control is used where the volume of traffic on the intersecting roads is approximately equal. Vehicular volume thresholds are provided as guidance in the decision to install multi-way STOP control. Guidance C1 states that the major street vehicular volumes (both approaches) are analyzed to determine if the volumes are at least 300 vehicles per hour for any 8 hours of an average day. Guidance C2 states that the minor street vehicular volumes (both approaches) are analyzed to determine if the volumes are at least 200 vehicles per hour for the same 8 hours, with an average delay to minor-street vehicles of at least 30 seconds per vehicle during the highest hour. Guidance C3 states that a 30% volume requirement reduction may be applied to the thresholds described in Guidance C1 and Guidance C2 if the 85th-percentile speed along the major road exceeds 40 MPH. Additionally, Guidance D may be satisfied for any 8 hours of an average day if Guidance C1 and Guidance C2 are satisfied to 80% of the minimum values.

The relevant pages from the MUTCD that address multi-way stop warrants are included in **Appendix I**.

4.2 Future Volume Assignment

To develop future turning movement volumes for the study intersection of Woodstock Road at Victory Drive, background growth was applied to the existing turning movement volumes. To account for background growth in traffic, the existing year 2014 traffic volumes were increased at 3.0% per year for 3 years to create the projected base year 2017 traffic volumes. The base year 2017 traffic volumes were increased at 1.5% per year for 20 years to create the projected design year 2037 traffic volumes. These future traffic volumes were used for the multi-way stop warrant analysis, and are shown on the detailed analyses in **Appendix D**.

4.3 Multi-Way STOP Warrant Analysis with Existing Roadway Configuration

The results of the multi-way stop warrant analysis with existing year 2014 traffic volumes, projected base year 2017 traffic volumes, and projected design year 2037 traffic volumes with the existing roadway configuration are shown in **Table 5**. The posted speed limit along Woodstock Road is 45 MPH, so the 70% warrant (30% volume requirement reduction) described in Guidance C3 was applied for this multi-way stop warrant analysis.

TABLE 5 Multi-Way STOP Warrant Analysis Summary Woodstock Road at Victory Drive – <u>Existing Roadway Configuration</u> Existing & Projected Traffic Volumes						
Guidance	Existing Year 2014		Base Year 2017		Design Year 2037	
	Hours Met / Required	Criteria Satisfied?	Hours Met / Required	Criteria Satisfied?	Hours Met / Required	Criteria Satisfied?
C1,C2,C3	8 / 8	MET	8 / 8	MET	14 / 8	MET

As shown in Table 5, the multi-way stop warrant is satisfied at the study intersection under existing year 2014 traffic conditions. As volumes increase for future year scenarios (described in *Section 4.2*), the multi-way stop warrant will continue to be satisfied with the existing roadway configuration.

A level-of-service analysis was performed for multi-way STOP control with the existing roadway configuration and is described in *Section 6.2* with results shown in Table 7. A detailed multi-way stop warrant analysis for each scenario is provided in **Appendix D**.

4.4 *Multi-Way STOP Warrant Analysis with Reconfigured Intersection*

As described in *Section 2.7* of this report, Woodstock Road north of the study intersection has significantly fewer vehicles per day compared to the other two legs of the intersection. A multi-way stop warrant analysis was performed with the study intersection reconfigured such that the major street (free-flow) is Woodstock Road south of the intersection connected with Victory Drive east of the intersection, resulting in Woodstock Road north of the intersection (lowest ADT) being the minor street.

The results of the multi-way stop warrant analysis with existing year 2014 traffic volumes, projected base year 2017 traffic volumes, and projected design year 2037 traffic volumes with the reconfigured intersection roadway geometry are shown in **Table 6**. The existing posted speed limits along Woodstock Road and Victory Drive are 45 MPH and 35 MPH, respectively. It will be recommended that upon reconfiguring the intersection, the posted speed limit along Woodstock Road south of the intersection be reduced to 35 MPH to avoid a speed limit change. Therefore, the 70% warrant (30% volume requirement reduction) described in Guidance C3 was not applied for this multi-way stop warrant analysis.

TABLE 6 Multi-Way STOP Warrant Analysis Summary Woodstock Road at Victory Drive – <u>Reconfigured Intersection</u> Existing & Projected Traffic Volumes						
Guidance	Existing Year 2014		Base Year 2017		Design Year 2037	
	Hours Met / Required	Criteria Satisfied?	Hours Met / Required	Criteria Satisfied?	Hours Met / Required	Criteria Satisfied?
C1,C2,C3	0 / 8	NOT MET	0 / 8	NOT MET	0 / 8	NOT MET

As shown in Table 6, the multi-way stop warrant is not satisfied at the study intersection with existing year 2014 traffic volumes. Even as volumes increase for future year scenarios (described in *Section 4.2*), the multi-way stop warrant will continue to not be satisfied with the reconfigured intersection roadway geometry.

A detailed multi-way stop warrant analysis for each scenario is provided in **Appendix D**.

5.0 ROUNDABOUT CONSIDERATION

5.1 GDOT Roundabout Policy

According to GDOT's *Design Policy Manual*, "a roundabout shall be considered in the following situations:

- for any intersection being designed on new location or to be reconstructed;
- for any existing intersection that has been identified as needing major safety or operational improvement (or where improvements are otherwise planned); and
- for all intersections where a request for a traffic signal has been made."

For single-lane roundabouts, the total design year ADT entering the intersection should be less than 25,000 veh/day. For two-lane roundabouts, the total design year ADT entering the intersection should be less than 45,000 veh/day. From the traffic data collected (described in *Section 2.7*), the existing year 2014 ADT entering the intersection is approximately 6,584 vehicles/day. Upon adding three years of background growth (described in *Sections 3.2 and 4.2*), the base year 2017 ADT entering the intersection is approximately 7,195 vehicles/day. Upon adding an additional twenty years of background growth, the design year 2037 ADT entering the intersection is approximately 9,690 vehicles/day. Therefore, this GDOT guideline for single-lane roundabouts is satisfied.

For single-lane roundabouts and two-lane roundabouts, the percentage of total traffic along the major road should be less than 90% (at least 10% along the minor road). The study intersection only has 3 legs instead of 4 legs, and the geometrical constraints would require a relocation of the intersection for roundabout installation, thus, geometrically designating the major road versus the minor road is subjective. A conservative approach was taken in checking this GDOT guideline. From the traffic data collected (described in *Section 2.7*), the leg with the lowest daily volume (which based on volumes would be the minor road) is Woodstock Road north of the intersection. The approximate percentage of total daily traffic entering the intersection along the minor road (Woodstock Road north of the intersection) is 12%. Therefore, this GDOT guideline for major road percentage of total traffic is satisfied.

A level-of-service analysis was performed for roundabout control and is described in *Section 6.4* with results shown in Table 9.

6.0 LEVEL OF SERVICE ANALYSIS – VARIOUS OPTIONS

6.1 Introduction

Level-of-service determinations were made for the weekday AM and PM peak hours for the study intersection of Woodstock Road at Victory Drive as a T-intersection using *Synchro Professional, Version 8.0*. The program uses methodologies contained in the *2000 Highway Capacity Manual* and the *2010 Highway Capacity Manual* to determine the operating characteristics of an intersection. Level-of-service determinations were made for the weekday AM and PM peak hours for the study intersection as a roundabout using *SIDRA INTERSECTION 5.1*. The program uses methodologies contained in the *2010 Highway Capacity Manual* to determine the operating characteristics of a roundabout.

Capacity is defined as the maximum number of vehicles that can pass over a particular road segment or through a particular intersection within a specified period under prevailing roadway, traffic, and control conditions. Level-of-service (LOS) is used to describe the operating characteristics of a road segment or intersection in relation to its capacity. LOS is defined as a qualitative measure that describes operational conditions and motorists' perceptions of a traffic stream. The *Highway Capacity Manual* defines six levels of service, LOS A through LOS F, with A being the best and F the worst.

6.2 Level of Service Analysis with Existing Roadway Configuration

This level-of-service analysis considered the study intersection with the existing roadway configuration, where Woodstock Road is the major street and Victory Drive is the minor street. The following three scenarios were considered: 1) existing conditions analysis for the study intersection; 2) projected base year 2017 conditions analysis; and, 3) projected design year 2037 conditions analysis. The future peak hour turning movement volumes used for the level-of-service analysis were developed by the methodology described in *Sections 3.2 and 4.2* and are illustrated in **Figure 5** and **Figure 6**. Intersection volume worksheets for the peak hours are provided in **Appendix G**.

With the existing roadway configuration, warrants are satisfied for both traffic signal control and multi-way STOP control, as described in *Section 3.3* and *Section 4.3*, respectively. Therefore, this level-of-service analysis studied three control types for the study intersection with the existing roadway configuration: 1) STOP control on the minor street only (Victory Drive), which is the existing control type; 2) traffic signal; and 3) multi-way STOP control.

Although the existing roadway configuration is retained for this level-of-service analysis, it is recommended to relocate the study intersection approximately 200 feet to the north along Woodstock Road, allowing a more perpendicular intersection of Victory Drive with Woodstock Road.

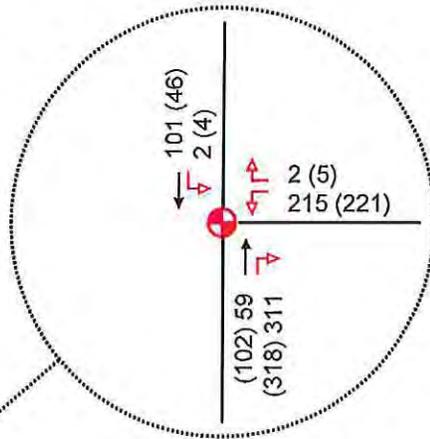
- New intersection location will provide improved sight distance to the south.
- A more perpendicular geometry will provide improved traffic operations, particularly for the northbound right-turn movement and westbound left-turn movement.
- A more perpendicular geometry will provide more sight distance for traffic stopped on the southbound approach looking to the east.

The following intersection laneage was assumed for the study intersection when analyzed with traffic signal control (these improvements are typical with a new traffic signal installation). These laneage improvements are shown on **Figure 5** and **Figure 6**. They do not apply to either of the STOP control types.

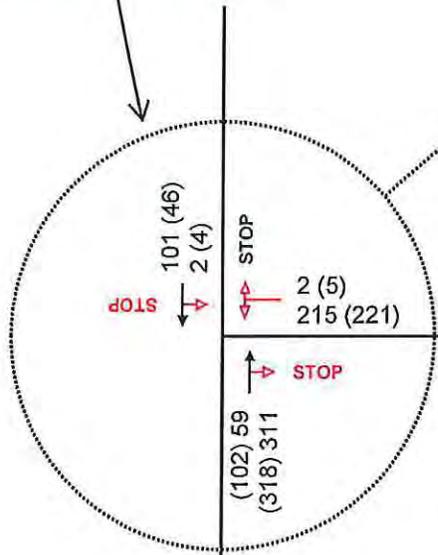
- Install one northbound exclusive right-turn lane along Woodstock Road.
- Install one southbound exclusive left-turn lane along Woodstock Road.
- Install one westbound exclusive right-turn lane along Victory Drive (keeping the existing approach lane as an exclusive left-turn lane formed from the through travel lane).

The results of this level-of-service analysis are summarized in **Table 7**. The *Synchro* analysis reports are included in **Appendix E**.

Long-Range Solution #4
Traffic Signal



Long-Range Solution #3
Multi-Way STOP Control



Woodstock Road

Proposed
Realignment

Victory Drive

To Be Demolished

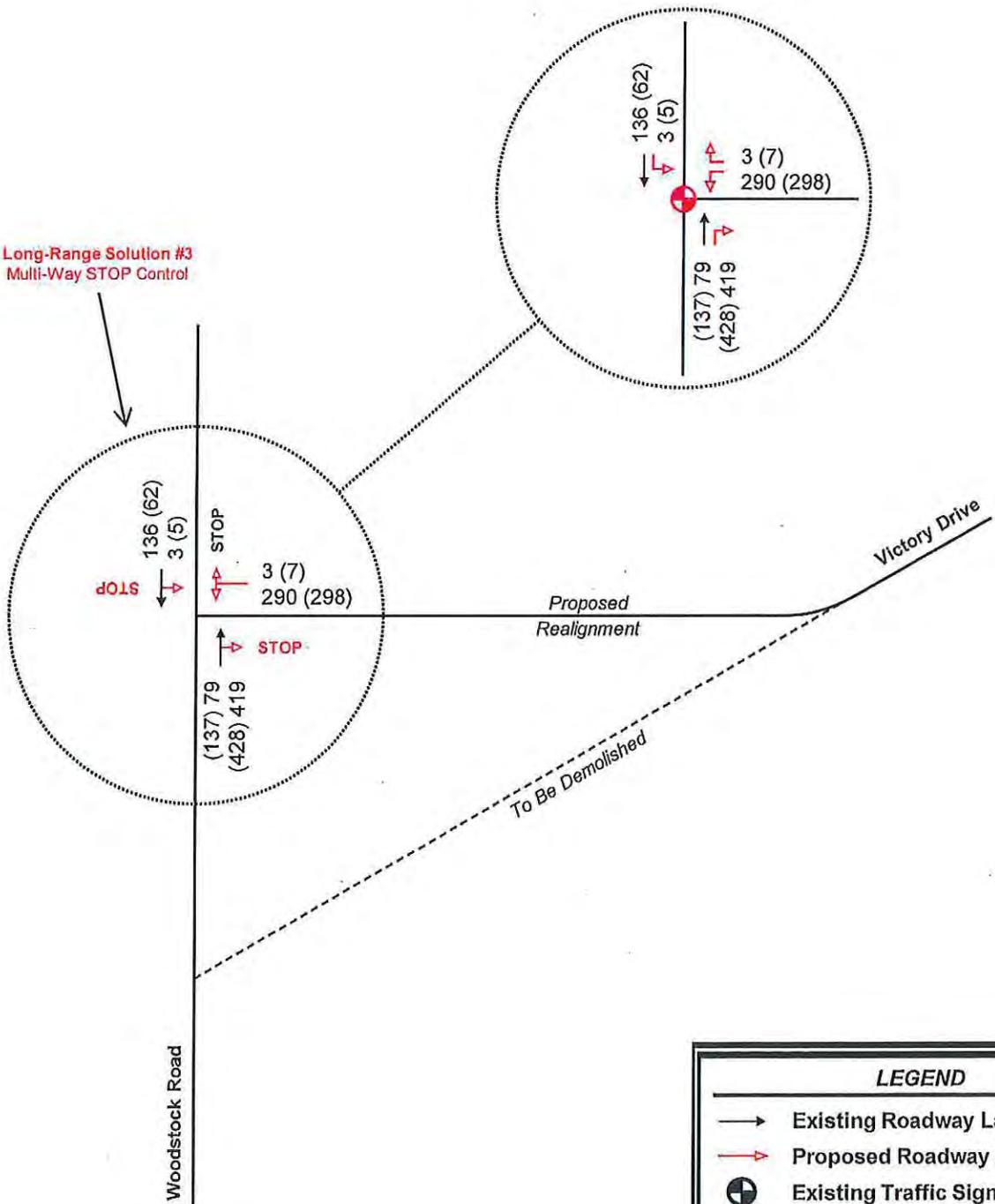
LEGEND	
	Existing Roadway Laneage
	Proposed Roadway Laneage
	Existing Traffic Signal
	Proposed Traffic Signal
STOP	Existing STOP Control
STOP	Proposed STOP Control
XX	AM Peak Hour Traffic Volumes
(XX)	PM Peak Hour Traffic Volumes

NOT TO
SCALE

AM Peak Hour: 7:00 – 8:00
PM Peak Hour: 5:00 – 6:00

Long-Range Solution #4
Traffic Signal

Long-Range Solution #3
Multi-Way STOP Control



LEGEND

- Existing Roadway Laneage
- Proposed Roadway Laneage
- ⊕ Existing Traffic Signal
- ⊕ Proposed Traffic Signal
- STOP Existing STOP Control
- STOP Proposed STOP Control
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes

NOT TO SCALE

AM Peak Hour: 7:00 – 8:00
PM Peak Hour: 5:00 – 6:00

TABLE 7 Level-of-Service Analysis Summary Woodstock Road at Victory Drive – Existing Roadway Configuration Existing & Projected Traffic Volumes LOS (delay in seconds)							
Control Type	Movement	Existing 2014		Base Year 2017		Design Year 2037	
		AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak
STOP on Minor Street Only	Westbound Approach	B (14.7)	B (13.2)	C (16.2)	B (14.1)	D (32.2)	C (21.8)
Traffic Signal	Overall	---	---	B (10.8)	B (10.5)	B (12.8)	B (12.1)
Multi-Way STOP Control	Overall	---	---	B (13.0)	B (11.6)	D (29.0)	C (19.1)

From Table 7, analyses indicate the study intersection currently operates at LOS B or better during the AM and PM peak hours under existing year 2014 conditions. If the existing control type (STOP on minor street only) is retained, the study intersection is projected to operate at LOS D or better with design year 2037 traffic volumes. With design year traffic volumes and assuming the existing roadway configuration, a traffic signal is projected to operate at LOS B or better (with recommended turn lanes described above and permissive phasing on all approaches) and a multi-way stop control is projected to operate at LOS D or better.

6.3 Level of Service Analysis with Reconfigured Intersection

As described in Section 2.7 of this report, Woodstock Road north of the study intersection has significantly fewer vehicles per day compared to the other two legs of the intersection.

A traffic signal warrant analysis and a multi-way stop warrant analysis were performed with the study intersection reconfigured such that the major street (free-flow) is Woodstock Road south of the intersection connected with Victory Drive east of the intersection, resulting in Woodstock Road north of the intersection (lowest ADT) being the minor street, as described in *Section 3.4* and *Section 4.4*, respectively. Neither of these two control types met vehicular volume warrants with this intersection reconfiguration. Therefore, this level-of-service analysis studied one control type for the study intersection with the reconfigured intersection roadway geometry: 1) STOP control on the minor street only (Victory Drive), which is the existing control type.

To accommodate this intersection reconfiguration, the study intersection should be relocated to the north/northeast as necessary, such that the reconfigured main line (Woodstock Road to the south connecting Victory Drive to the east) operates smoothly and that the reconfigured minor street (Woodstock Road to the north) intersects perpendicularly.

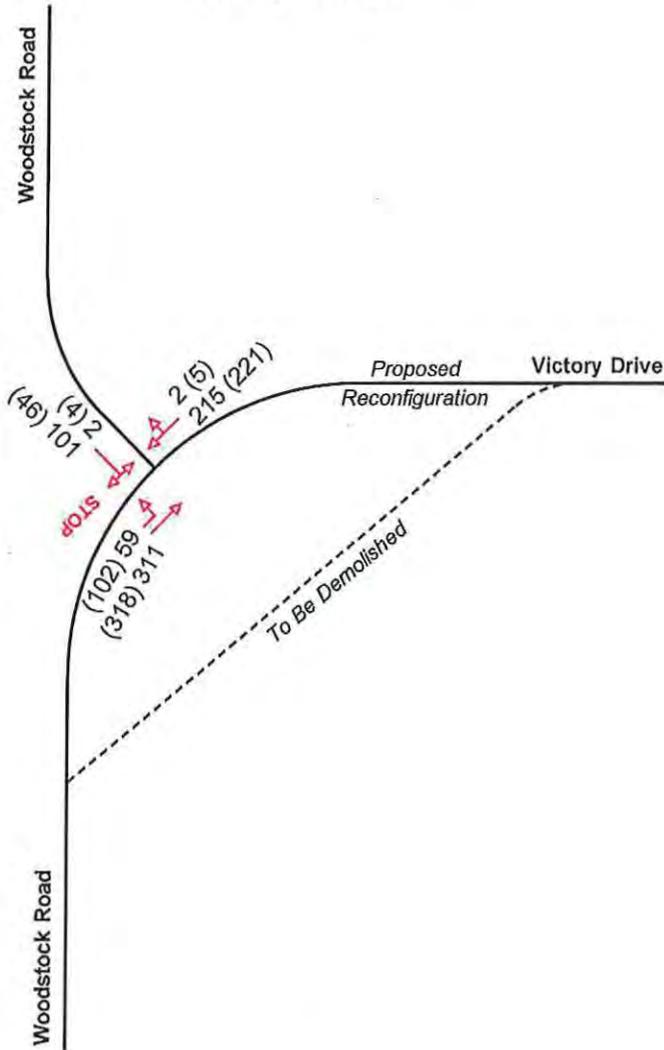
For the purposes of this level-of-service analysis with the reconfigured intersection roadway geometry, the major street (Woodstock Road south of the intersection connected with Victory Drive east of the intersection) was considered to have a northeast-southwest orientation, while the minor street (Woodstock Road north of the intersection) was considered to have a northwest-southeast orientation.

The following intersection laneage was assumed for the reconfigured study intersection (this improvement should provide improved traffic operations). This laneage improvement is shown on **Figure 7**.

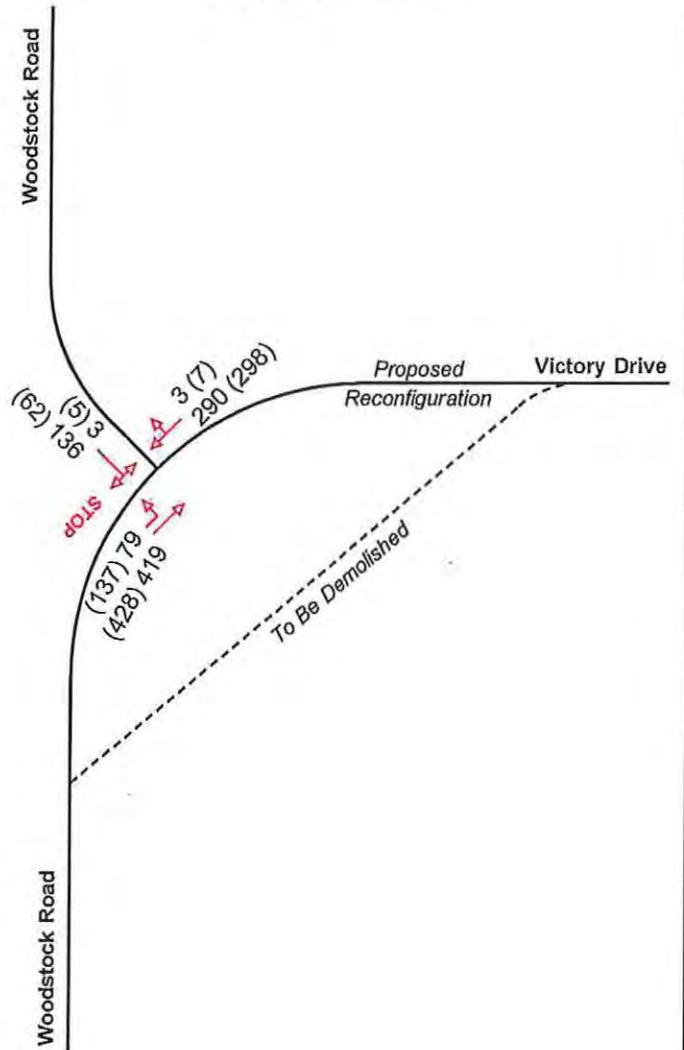
- Install one northeastbound exclusive left-turn lane along the Woodstock Road to serve vehicles turning left onto Woodstock Road northwestbound.

The following two scenarios were considered: 1) projected base year 2017 conditions analysis; and, 2) projected design year 2037 conditions analysis. The future peak hour turning movement volumes used for the level-of-service analysis were developed by the methodology described in *Sections 3.2 and 4.2* and are illustrated in **Figure 7**. Intersection volume worksheets for the peak hours for the reconfigured intersection are provided in **Appendix G**.

**Projected Base Year 2017
Traffic Volumes**



**Projected Design Year 2037
Traffic Volumes**



LEGEND

- Existing Roadway Laneage
- Proposed Roadway Laneage
- ⊕ Existing Traffic Signal
- ⊕ Proposed Traffic Signal
- STOP Existing STOP Control
- STOP Proposed STOP Control
- XX AM Peak Hour Traffic Volumes
- (XX) PM Peak Hour Traffic Volumes

NOT TO SCALE

AM Peak Hour: 7:00 – 8:00
PM Peak Hour: 5:00 – 6:00

The results of this level-of-service analysis are summarized in **Table 8**. The *Synchro* analysis reports are included in **Appendix E**.

TABLE 8 Level-of-Service Analysis Summary Woodstock Road at Victory Drive – Reconfigured Intersection Existing & Projected Traffic Volumes LOS (delay in seconds)					
Control Type	Movement	Base Year 2017		Design Year 2037	
		AM Peak	PM Peak	AM Peak	PM Peak
STOP* on Minor Street Only	Southeastbound Approach (Woodstock Rd)	B (10.8)	B (10.6)	B (12.5)	B (12.0)

* – Southeastbound approach along Woodstock Road would stop.

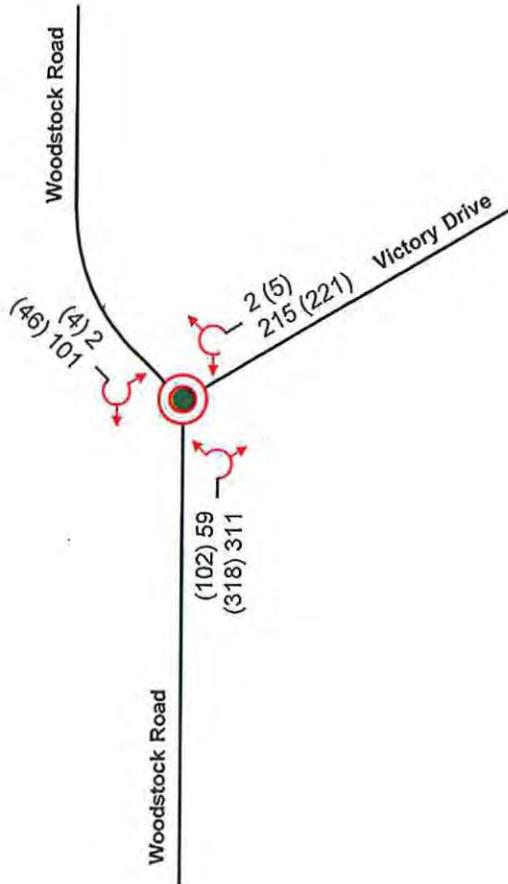
From Table 8, if the existing control type (STOP on minor street only) is retained with the reconfigured intersection roadway geometry, the study intersection is projected to operate at LOS B or better with base year 2017 traffic volumes and design year 2037 traffic volumes.

6.4 Level of Service Analysis for a Single-Lane Modern Roundabout

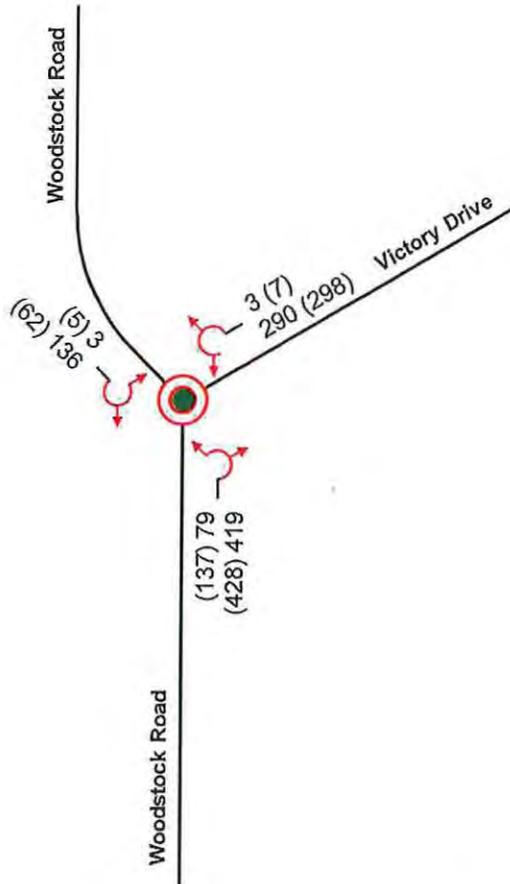
This level-of-service analysis considered the study intersection as a single-lane modern roundabout. The following two scenarios were considered: 1) projected base year 2017 conditions analysis; and, 2) projected design year 2037 conditions analysis. The future peak hour turning movement volumes used for the level-of-service analysis were developed by the methodology described in *Sections 3.2 and 4.2* and are illustrated in **Figure 8**.

To accommodate the installation of a single-lane modern roundabout, the study intersection should be relocated to the north/northeast as necessary, such that roundabout geometry design standards are met, to provide adequate traffic calming and a smooth entry for each approach.

**Projected Base Year 2017
Traffic Volumes**



**Projected Design Year 2037
Traffic Volumes**



NOT TO SCALE

AM Peak Hour: 7:00 – 8:00
PM Peak Hour: 5:00 – 6:00

LEGEND	
	Existing Roadway Laneage
	Proposed Roadway Laneage
	Proposed Roundabout
XX	AM Peak Hour Traffic Volumes
(XX)	PM Peak Hour Traffic Volumes

For the purposes of this level-of-service analysis as a single-lane modern roundabout, Woodstock Road south of the intersection was considered to have a north-south orientation, Woodstock Road north of the intersection was considered to have a northwest-southeast orientation, and Victory Drive was considered to have a northeast-southwest orientation.

The results of this level-of-service analysis are summarized in **Table 9**. The *SIDRA* analysis reports are included in **Appendix F**.

TABLE 9 Level-of-Service Analysis Summary Woodstock Road at Victory Drive – <u>Single-Lane Modern Roundabout</u> Existing & Projected Traffic Volumes LOS (delay in seconds)					
Control Type	Movement	Base Year 2017		Design Year 2037	
		AM Peak	PM Peak	AM Peak	PM Peak
Single-Lane Modern Roundabout	Northbound Approach	A (8.1)	A (7.6)	B (11.1)	A (10.0)
	Southeastbound Approach	A (5.7)	A (4.8)	A (7.1)	A (5.6)
	Southwestbound Approach	A (6.2)	A (6.2)	A (7.8)	A (7.8)
	Overall	A (7.2)	A (6.9)	A (9.5)	A (8.9)

From Table 8, the overall study intersection as a single-lane modern roundabout is projected to operate at LOS A or better with base year 2017 traffic volumes and design year 2037 traffic volumes.

7.0 CONCLUSION

Kimley-Horn and Associates, Inc. has been retained by Cherokee County Public Works to perform a traffic engineering study for the intersection of Woodstock Road at Victory Drive in Cherokee County, Georgia. Currently, the intersection of Woodstock Road at Victory Drive is a skewed T-intersection with STOP control on the minor street only (Victory Drive). This report documented the results of multiple warrant analyses and alternatives for existing year 2014 traffic volumes, projected base year 2017 traffic volumes, and projected design year 2037 traffic volumes.

7.1 Recommendations to Consider

Based on the projected base year 2017 traffic volumes, the projected design year 2037 traffic volumes, and the results of the analyses contained in this report, we offer the following:

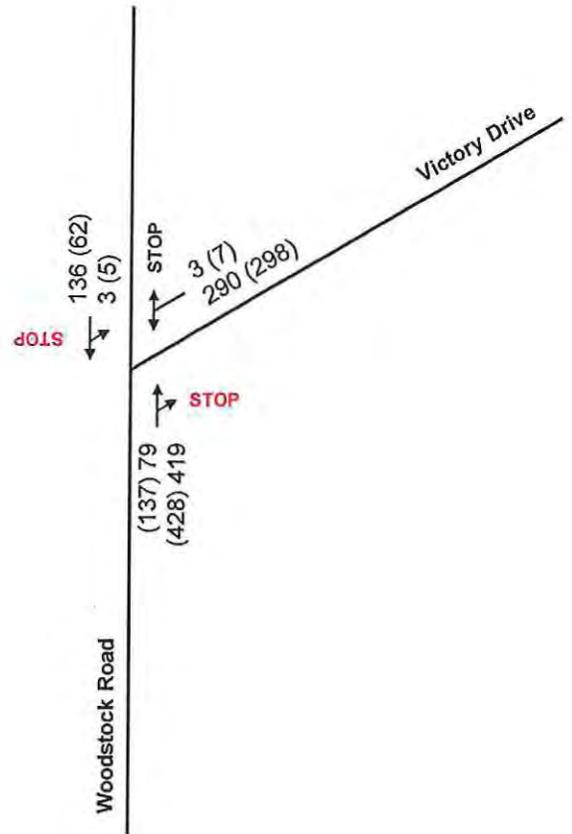
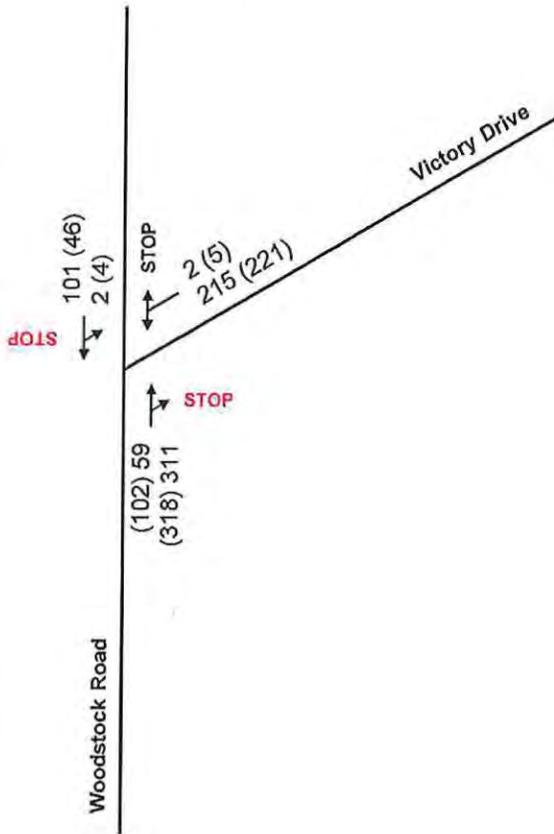
Interim Solution (refer to **Figure 9**)

Implement Multi-Way STOP Control (existing intersection location and configuration)

1. Install STOP control on both approaches along Woodstock Road, in addition to the STOP control on the Victory Drive approach.
 - a. Multi-Way STOP control warrants are met for existing and future year scenarios with the existing roadway configuration.
2. Reduce the radius of the curve on the southeastern corner with paint striping.
 - a. Improved traffic operations and increased safety potential by reducing vehicular speed potential for the northbound right-turn movement.
3. Install a STOP Ahead Warning sign on all approaches.
 - a. Advance STOP warning will be particularly important for commuters approaching the intersection along Woodstock Road, as these drivers may not be anticipating a STOP-controlled approach.
4. Restripe/refurbish pavement markings as needed within and near the study intersection.
 - a. Increased visibility of stop bars and lines for driver reinforcement and increased safety potential.
5. Install overhead street lighting for the study intersection.

**Projected Base Year 2017
Traffic Volumes**

**Projected Design Year 2037
Traffic Volumes**



NOT TO SCALE

AM Peak Hour: 7:00 – 8:00
PM Peak Hour: 5:00 – 6:00

LEGEND	
	Existing Roadway Laneage
	Existing Traffic Signal
STOP	Existing STOP Control
STOP	Proposed STOP Control
XX	AM Peak Hour Traffic Volumes
(XX)	PM Peak Hour Traffic Volumes

Long-Range Solution #1 (refer to **Figure 8**)

Install a Single-Lane Modern Roundabout

1. Construct a Single-Lane Modern Roundabout at the study intersection.
2. Relocate the study intersection to the north/northeast as necessary, such that roundabout geometry design standards are met, to provide adequate traffic calming and a smooth entry for each approach.
3. Install appropriate roundabout signage.
 - a. Advance warning signs will increase driver expectancy and aid drivers who are not so familiar with roundabouts.
4. Restripe/refurbish pavement markings as needed within and near the study intersection.
 - a. Increased visibility of yield lines for driver reinforcement and increased safety potential.

Long-Range Solution #2 (refer to **Figure 7**)

Reconfigure the Intersection's Major Street and Minor Street

1. Reconfigure the intersection such that the major street (free-flow) is Woodstock Road south of the intersection connected with Victory Drive east of the intersection, resulting in Woodstock Road north of the intersection now being the minor street (STOP-controlled on southeastbound approach to intersection).
 - a. Accommodates the heaviest turning movements – northbound right onto Victory Drive and westbound left onto Woodstock Road.
2. Relocate the intersection to the north/northeast as necessary, such that the reconfigured main line (Woodstock Road to the south connecting Victory Drive to the east) operates smoothly and that the reconfigured minor street (Woodstock Road to the north) intersects perpendicularly.
3. Install STOP control on the reconfigured minor street (Woodstock Road to the north, southeastbound approach) only.
4. Install one northeastbound exclusive left-turn lane along the Woodstock Road to serve vehicles turning left onto Woodstock Road northwestbound.

5. Reduce the posted speed limit on Woodstock Road south of the intersection to 35 MPH.
 - a. Improved traffic operations by avoiding a speed limit change.
 - b. Note that the existing posted speed limits along Woodstock Road and Victory Drive (as is currently configured) are 45 MPH and 35 MPH, respectively.

Long-Range Solution #3 (refer to **Figure 5** and **Figure 6**)

Implement Multi-Way STOP Control (proposed relocation with existing configuration)

1. Relocate the study intersection approximately 200 feet to the north along Woodstock Road, allowing a more perpendicular intersection of Victory Drive with Woodstock Road.
 - a. New intersection location will provide improved sight distance to the south.
 - b. A more perpendicular geometry will provide improved traffic operations, particularly for the northbound right-turn movement and westbound left-turn movement.
 - c. A more perpendicular geometry will provide more sight distance for traffic stopped on the southbound approach looking to the east.
2. Install STOP control on both approaches along Woodstock Road, in addition to the STOP control on the Victory Drive approach.
 - a. Multi-Way STOP control warrants are met for existing and future year scenarios with the existing roadway configuration (same configuration, just relocated for perpendicular intersection geometry).
3. Install a STOP Ahead Warning sign on all approaches.
 - a. Advance STOP warning will be particularly important for commuters approaching the intersection along Woodstock Road, as these drivers will not be anticipating a STOP-controlled approach.
4. Restripe/refurbish pavement markings as needed within and near the study intersection.
 - a. Increased visibility of stop lines for driver reinforcement and increased safety potential.

Long-Range Solution #4 (refer to **Figure 5** and **Figure 6**)

Install a Traffic Signal (proposed intersection relocation with existing configuration)

1. Relocate the study intersection approximately 200 feet to the north along Woodstock Road, allowing a more perpendicular intersection of Victory Drive with Woodstock Road.
 - a. New intersection location will provide improved sight distance to the south.
 - b. A more perpendicular geometry will provide improved traffic operations, particularly for the northbound right-turn movement and westbound left-turn movement.
 - c. A more perpendicular geometry will provide more sight distance for traffic stopped on the southbound approach looking to the east.
2. Install a traffic signal.
 - a. Traffic signal control warrants are met for future year scenarios with the existing roadway configuration (same configuration, just relocated for perpendicular intersection geometry).
3. Install one northbound exclusive right-turn lane along Woodstock Road.
4. Install one southbound exclusive left-turn lane along Woodstock Road.
5. Install one westbound exclusive right-turn lane along Victory Drive (keeping the existing approach lane as an exclusive left-turn lane formed from the through travel lane).
6. Restripe/refurbish pavement markings as needed within and near the study intersection.
 - a. Increased visibility of stop lines for driver reinforcement and increased safety potential.

7.2 *Recommended Action*

Based on the results contained in this traffic engineering study, we recommend the following actions be considered:

1. Implement the Interim Solution (Multi-Way STOP Control with the existing intersection location and configuration) as soon as practicable.
2. Proceed with the design of Long-Rang Solution #1 (Single-Lane Modern Roundabout).

7.3 *Opinion of Probable Construction Cost*

At this point, no concept graphic or preliminary engineering has been performed. Therefore, a detailed cost estimate is difficult to develop. However, to assist the County with their review, we have provided an approximate estimate for the construction cost for each solution option noted in this report. **Table 10** provides the opinion of probable construction cost (approximate).

TABLE 10 Opinion of Probable Construction Cost		
Solution		Approximate Construction Cost
Interim Solution	Multi-Way Stop (existing location)	\$30,000
Long-Range Solution #1	Single-Lane Modern Roundabout	\$875,000
Long-Range Solution #2	Reconfigure Major/Minor Street	\$700,000
Long-Range Solution #3	Multi-Way Stop (with relocation)	\$375,000
Long-Range Solution #4	Traffic Signal (with relocation)	\$600,000

The opinion of probable construction cost estimates for each of the recommendations to consider is contained in **Appendix J**.



Cherokee County, Georgia Agenda Request

SUBJECT: 2015 AOC Grant (DUI Court)

MEETING DATE: 6/3/2014

SUBMITTED BY: Vicki Benefield for the DUI Court

COMMISSION ACTION REQUESTED:

Approval of grant contract in the amount of \$40,736 for the DUI/Drug Treatment Court for State FY2015 (July 2014 – June 2015) and approval of Budget Amendment for County FY2014.

FACTS AND ISSUES:

The DUI/Drug Treatment Court has received funds from the State since 2006 to offset operational costs. The grant is administered by the Criminal Justice Coordinating Council (CJCC).

The Georgia Accountability Court (GAC) Funding Program 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 the Accountability Courts in Georgia in order to reduce the prison population.

On April 1, 2014, the Board approved the DUI/Drug Treatment Court's grant application. On May 16, 2014, Cherokee County was notified by CJCC of the State of Georgia Accountability Courts Grant SFY2015 Contract in the total amount of \$40,736. The grant requires a 10% match from the County which will come from the DATE Fund 255. The total \$40,736 is 90% state monies in the amount of \$36,662 and 10% in county DATE monies in the amount of \$4,074.

This grant funds 50% of the DUI/Drug Treatment Court's Compliance Officer's salary (inclusive of benefits and payroll taxes) along with supplies for testing services, in-house laboratory expenses and treatment services. The SFY2014 award was a total of \$42,341 (with no matching requirement).

This is an annual grant and was budgeted in the County adopted FY2014 budget; however, the 10% match from the DATE Fund does need to be budgeted. The budget information below is 3 months of the total 10% match of \$4,074 ($\$4,074/12 \times 3 = \$1,019$); the remaining 9 months will be budgeted in the County's FY2015 Budget (for October 2014 to June 2015).

BUDGET:

Budgeted Amount:	Account Name: DUI Court – Fund 257
Amount Encumbered:	Account #: 25790-391207
Amount Spent to Date:	
Amount Requested:	\$1,019 (3 months of transfer from DATE Fund)
Remaining Budget:	

Budget Adjustment Necessary: Yes* No *If yes, a budget amendment form must be attached.

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 grant contract in the amount of \$40,736 for the DUI/Drug Treatment Court for State FY2015 (July 2014 – June 2015) and approval of Budget Amendment for County FY2014.

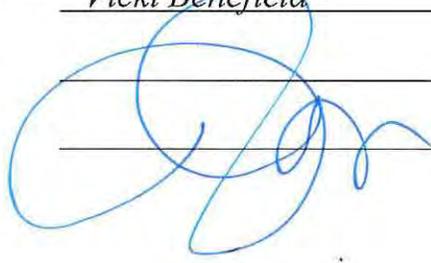
REVIEWED BY:

DEPARTMENT HEAD:

Vicki Benefield

AGENCY DIRECTOR:

COUNTY MANAGER



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

Instructions:

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

REVENUES:

Department Org Code	Object	Account Name	Amount
25790	391207	Transfer from DATE Fund	1,019.00
25590	389000	Use of Reserves	1,019.00
			2,038.00

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
22320000	531100-ACFC	Supplies	1,019.00
22450000	611257	Transfer to DUI Court Fund	1,019.00
			2,038.00

PURPOSE OF TRANSFER/ AMENDMENT

SFY2015 CJCC Subgrant Agreement - total contract value \$40,736 (July 1, 2014 - June 30, 2015)

State monies = \$36,662; county match \$4,074. This is 3 months of County required match for CFY14 (Jul-Aug-Sep 2014) only.

Department Head Approval:

Vicki Benefield

County Manager Approval:

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

6/3/2014

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia - Accountability Courts Grant

SUBGRANT AWARD

SUBGRANTEE: Cherokee County Board of Commissioners

IMPLEMENTING

AGENCY: Cherokee County

PROJECT NAME: Driving Under the Influence

SUBGRANT NUMBER: A15-8-005

FEDERAL FUNDS: \$ 36,662

MATCHING FUNDS: \$ 4,074

TOTAL FUNDS: \$ 40,736

GRANT PERIOD: 07/01/14-06/30/15

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

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2014.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jacqueline Bunn, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/14

May 27, 2014

Signature of Authorized Official Date

L. B. Ahrens, Jr., Chairman Cherokee County Board of Commisisoners

Typed Name & Title of Authorized Official

58-6000799-003

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	2223	1	07/01/14	9		**	A15-8-005
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	111112				
ITEM CODE	DESCRIPTION 25 CHARACTERS			EXPENSE ACCT	AMOUNT		
1	Driving Under the Influence			624.41	\$ 36,662		

CRIMINAL JUSTICE COORDINATING COUNCIL
State of Georgia - Accountability Courts Grant

SPECIAL CONDITIONS

SUBGRANTEE: Cherokee County Board of Commissioners
PROJECT NAME: Driving Under the Influence
SUBGRANT NUMBER: A15-8-005
SUBGRANT AWARD: \$36,662

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.
Initials _____
2. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Accountability Court Funding Committee. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.
Initials _____
3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.
Initials _____
4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.
Initials _____
5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the Accountability Court Funding Committee.
Initials _____
6. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports are due 15 days after the end of the quarter.
Initials _____
7. The subgrantee certifies that state funds will not be used to supplant funds

that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials _____

8. Statistical and/or evaluation data describing project performance must be submitted to the Criminal Justice Coordinating Council on a quarterly basis using the prescribed format provided to the Subgrantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials _____

9. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials _____

10. If your court uses a Community Service Board (CSB) for treatment AND your court has received funds for treatment - these funds have been awarded provisionally. Prior to use, you must meet with the CSB to determine the reason treatment is not provided as a part of the CSB's normal services. If the CSB is the best or only option for treatment for your court, you must provide the funding committee a written report explaining this. This report shall explain whether the CSB will be providing treatment for your court at their normal rate and whether or not they will only include your participants in the treatment groups. The committee will evaluate each report and will notify your court if it is acceptable to use grant funds towards treatment from the CSB.

Initials _____

11. All drug, veteran, mental health, family, and DUI courts must use the LSI-R tool, and follow their court standards. All courts are required to use an evidence-based treatment modality.

Initials _____

12. Subgrantees must comply with the training requirements as mandated by the Accountability Court Funding Committee.

Initials _____

13. Non-compliance with any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, will result in a recommendation to the Accountability Court Funding Committee that the award be rescinded.

Initials _____

14. Each recipient must report the State Identification Numbers (SID) of all new participants admitted during each month. SID reports must be submitted monthly.

Initials _____

15. The program coordinator must conduct an unannounced visit to its treatment provider where he/she will observe the treatment session in its entirety at least quarterly.

Initials _____

16. Any court older than three (3) years must establish a planning group/steering committee, which must meet at a minimum of twice per year.

Initials _____

17. A minimum of 75% of all drug screens must be random.

Initials _____

18. Creatinine violations should be treated as a positive drug screen by the courts. While exceptions may occur, violations are subject to review by the funding committee and may affect future funding decisions.

Initials _____

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Typed name of Authorized Official: L. B. Ahrens, Jr. Title : Chairman, Cherokee County Board of Commissioners

Signature : _____ Date : May 27, 2014

CRIMINAL JUSTICE COORDINATING COUNCIL
 SUBGRANT ADJUSTMENT REQUEST
 FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: May 27, 2014

SUBGRANTEE: Cherokee County Board of Commissioners

SUBGRANT #: A15-8-005

PROJECT NAME: Cherokee County DUI Court

NATURE OF ADJUSTMENT: REVISED BUDGET Go To SECTION I
 PROJECT PERIOD AND/OR EXTENSION. Go To SECTION II
 Mark all that apply. PROJECT OFFICIALS/ADDRESSES. . . . Go To SECTION III
 PROJECT PERSONNEL. Go To SECTION III
 Adjustments of each type GOALS AND OBJECTIVES Go To SECTION III
 shown should be entered OTHER. Go To SECTION III
 in the section indicated.

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 40,736	-\$19,356	\$21,380
EQUIPMENT	0	0	0
SUPPLIES	0	+\$16,756	\$16,746
TRAVEL	0	0	0
PRINTING	0	0	0
OTHER	0	+\$2,600	\$2,600
TOTAL	\$ 40,736	0	\$40,736
Federal	\$ 36,662	0	\$36,662
Match	\$ 4,074	0	\$4,074

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD	REQUESTED GRANT PERIOD	FOR EXTENSION,
Start Date: <u>07/01/14</u>	Start Date: _____	# OF MONTHS: _____
End Date: <u>06/30/15</u>	End Date: _____	

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: May 27, 2014

SUBGRANTEE: Cherokee County Board of Commissioners
PROJECT NAME: Cherokee County DUI Court

SUBGRANT #: A15-8-005

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

Adjustment is needed to reflect original grant budget.

SUBMITTED BY:

Vicki Benefield



Grant Manager

May 27, 2014

Signature of Financial Officer or Project Director

Title

Date

JCC ROUTING AND APPROVALS:

Approval

Disapproval

Reviewer Signature

Reviewed By: _____

Authorized By: _____

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: Cherokee County
PROJECT TITLE: Driving Under the Influence
GRANT NUMBER: A15-8-005

- Mr.
 Ms.

Vicki Benefield

PROJECT DIRECTOR NAME (Type or Print)
Grant Manager, Cherokee DUI/Drug Treatment Court
Title and Agency
90 North Street, Suite 370 Canton 30114
Official Agency Mailing Address City Zip
678-454-7476
Daytime Telephone Number Fax Number
vebenefield@cherokeega.com or vicki.benefield@ellijay.com
E-Mail Address

- Mr.
 Ms.

Kristi Thompson

FINANCIAL OFFICER (Type or Print)
Cherokee County Board of Commissioner Procurement and Risk Management
Title and Agency
1130 Bluffs Parkway Canton 30114
Official Agency Mailing Address City Zip
770-721-7805
Daytime Telephone Number Fax Number
kthompson@cherokeega.com
E-Mail Address

- Mr.
 Ms.

L.B. Ahrens, Jr.

AUTHORIZED OFFICIAL (Type or Print)
Chairman, Cherokee County Board of Commissioners
Title and Agency
1130 Bluffs Parkway Canton 30114
Official Agency Mailing Address City Zip
770-721-7805
Daytime Telephone Number Fax Number
E-Mail Address

**ACCOUNTABILITY COURT FUNDING COMMITTEE
AWARDED GRANT FUNDING
FY'15**

COURT NAME: Cherokee County DUI Court
 PRESIDING JUDGE: Alan Jordan
 TOTAL FY15 AWARD: 36,662
 MATCH: 4,074

<u>Budget Worksheet Category</u>	<u>Line Item Approvals</u>		<u>Category Total</u>
A.(1) Personnel/Salaries	Surveillance	16800	16,800
A.(2) Personnel/Fringe Benefits	Surveillance	1750	1,750
B. Equipment			0
C. Supplies			0
D. Travel			0
E. Other			0
E.(1) Contract Personnel	Tx		2,340
E.(2) Drug Tests/Supplies			15,772
Total:			36,662

Match:

- Surveillance
- Surv Benefits
- Coordinator
- Tx
- Drug Testing



VENDOR MANAGEMENT FORM (PeopleSoft Financial System)

The initiating Agency will submit this form to the Vendor Management Group for verification and approval. Agency must complete section 5 of the form to obtain approval.

SECTION 1 – VENDOR IDENTIFICATION (COMPLETE ALL APPLICABLE FIELDS)

VENDOR NUMBER: _____ FEI/SSN/EMP ID NUMBER: 58-6000799

VENDOR NAME: Cherokee County

PAYMENT ALT NAME: (IF CHECK IS TO BE PAYABLE IN A DIFFERENT NAME) _____

ADDRESS: 1130 Bluffs Parkway

ADDRESS CONT: _____

CITY: Canton STATE: GA ZIP CODE: 30114 COUNTRY: USA

PHONE NUMBER: 70-721-7805 FAX NUMBER: _____

EMAIL: kthompson@cherokeega.com

SECTION 2 – BANK ACCOUNT INFORMATION (ATTACH COPY OF VOIDED CHECK)

ROUTING # 121000248 BANK ACCOUNT # 2000138974925

- Check here if General Bank Account can be used by ALL State of Georgia agencies making payments
- Check here if this account can only be used for a SPECIFIC purpose _____
- (Indicate specific purpose for which this account can be used)

I authorize the State of Georgia to deposit payment for goods or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named above. I understand it is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information.

Cherokee County

Kristi Thompson

May 27, 2014

(Vendor Printed Name)

(Vendor Signature)

(Date)

SECTION 3 – SPECIFY TYPE OF ACTION (CHECK ALL THAT APPLY)

- | | | |
|------------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> New Vendor | <input type="checkbox"/> Employee | <input type="checkbox"/> 1099 Code _____ |
| <input type="checkbox"/> Classification Change _____ | <input type="checkbox"/> Add address | <input type="checkbox"/> FEI/TIN Change** |
| <input type="checkbox"/> Name Change** | <input type="checkbox"/> Change of Address Address # _____ | <input type="checkbox"/> Right of Way Purchase |
| <input type="checkbox"/> Vendor Deactivation | <input type="checkbox"/> Fleet Anywhere Vendor | <input type="checkbox"/> Other (provide details in Section 4) |
| <input type="checkbox"/> Bank Account Add | <input type="checkbox"/> Bank Account Change | <input type="checkbox"/> Bank Account Delete |

Documentation for Vendor Name/TIN changes must include at least one of the following: IRS documentation (tax documents, FEI issuance letter, etc); Confirmation from Secretary of State's office of legal name change OR a newly completed W-9 form provided by the vendor

SIC CODES (CHECK ALL THAT APPLY)

- | | | | | |
|--------------------------------------------|------------------------------------------------------|-------------------------------------------------------|-------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Women Owned | <input type="checkbox"/> Minority Business Enterprise | <input type="checkbox"/> African American | <input type="checkbox"/> Asian American |
| <input type="checkbox"/> GA Based Business | <input type="checkbox"/> Minority Business Certified | <input type="checkbox"/> Hispanic-Latino | <input type="checkbox"/> Native American | <input type="checkbox"/> Pacific Islander |

SECTION 4 – ADDITIONAL COMMENTS

SECTION 5 – STATE OF GEORGIA AGENCY CONTACT INFORMATION (OFFICE USE ONLY)

Requestor Name: Le'Vonn Jordan Agency BU#: 47100 Date: _____

Email: levonn.jordan@cjcc.ga.gov Phone: (404) 657-2026 Fax #: (404) 657-1957

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: A15-8-005

AGENCY NAME: Cherokee County

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)

- MONTHLY** (Requests for reimbursement are due 15 days after the end of the month)
- QUARTERLY** (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)

- ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below. A voided check must be attached to ensure proper routing of funds.)

Wells Fargo

BANK NAME: _____

BANK ROUTING NUMBER: 121000248

BANK ACCOUNT NUMBER: 2000138974925

AGENCY CONTACT NAME: Kristi Thompson

AGENCY CONTACT TELEPHONE NUMBER: 770-721-9805

AGENCY AUTHORIZED OFFICIAL NAME AND TITLE: Kristi B. Thompson, Sr. Grants Specialist

AGENCY AUTHORIZED OFFICIAL SIGNATURE: 

- CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: _____

CITY, STATE & ZIP: _____

ATTENTION: _____

AGENCY AUTHORIZED OFFICIAL SIGNATURE: _____

For CJCC Use ONLY

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	

Government & Institutional Banking
360 Interstate North Parkway, SE
Suite 500; G0147-054
Atlanta, GA 30339



March 16, 2012

To whom it concerns:

This letter is to verify routing # 121000248 and checking account # 2000138974925 belongs to Cherokee County Board of Commissioners and is titled as such. My contact information is provided below. Please let me know if you require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sarah Mozjesik".

Sarah Mozjesik
Relationship Associate
Government & Institutional Banking
678-589-4306

Wells Fargo Bank, N.A.



Chairman
L. B. Ahrens, Jr.

County Manager
Jerry W. Cooper



Commissioners
Harry B. Johnston, District 1
Raymond Gunnin, District 2
Brian Poole, District 3
Jason A. Nelms, District 4

CHEROKEE COUNTY BOARD OF COMMISSIONERS

1130 Bluffs Parkway • Canton, Georgia 30114
678-493-6000 • Fax 678-493-6013
www.cherokeega.com

March 17, 2014

Mr. J. Robert Thornton
Program Director
Criminal Justice Coordinating Council
104 Marietta Street, N.W.
Suite 440
Atlanta, Georgia 30303-2743

Dear Mr. Thornton,

Please accept this letter authorizing Mrs. Vicki Benefield to sign as the Authorized Official/ Project Director of the FY15 Accountability Courts Grant issued through the Office of the Governor Criminal Justice Coordinating Council.

If you should have any questions, please contact me at 678-493-6001.

Sincerely,

A handwritten signature in black ink, appearing to read "L.B. Ahrens, Jr.", is written over a light blue horizontal line.

L.B. Ahrens, Jr.
Chairman
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, GA 30114
(678) 493-6001
(678) 493-6013 (fax)



Cherokee County, Georgia Agenda Request

SUBJECT: Application State Accountability Court Grant MEETING DATE: 06/03/2014

SUBMITTED BY: Jennifer Williams, Coordinator, Drug Accountability Court

COMMISSION ACTION REQUESTED:

Approve Grant Award for State Accountability Court Grant.

FACTS AND ISSUES:

- Award \$ 112,693 in Grant funds
- 10% Match is required (\$12,521) Match will be satisfied with existing funds. No additional county funds are requested.
- Date of Award is July 1, 2014 – June 30, 2015.
- Grant provides funding for Coordinator, Compliance Officer, Drug Tests/Supplies

BUDGET:

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

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

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

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Coordinator
Jennifer Williams *5/23/14*

[Signature]



STATE OF GEORGIA

OFFICE OF THE GOVERNOR

ATLANTA 30334-0900

Nathan Deal
GOVERNOR

May 16, 2014

Judge Ellen McElyea
Blue Ridge Judicial Circuit Drug Court
Cherokee County Justice Center
90 North Street, Suite 230
Canton, Georgia 30114

Dear Judge McElyea:

Congratulations! I am pleased to notify you that the Accountability Court Funding Committee has awarded a grant to the Blue Ridge Judicial Circuit Drug Court in the amount of \$112,693. This grant award is effective July 1, 2014 through June 30, 2015.

As you know, expanding and strengthening accountability courts in Georgia is not only one of my top initiatives as Governor but also a very strong personal interest. I have seen firsthand the success stories that come out of courtrooms like yours. In most circumstances, programs made available through your accountability court are an individual's last chance to reclaim their lives and remain crime free. By providing you with the resources you need and expanding these services throughout the state, we can improve public safety and positively changes lives in the process.

You will receive information from the Accountability Court Funding Committee and the Criminal Justice Coordinating Council regarding your award and other grant-related matters. Thank you for your service to the State of Georgia.

Sincerely,

A handwritten signature in black ink that reads "Nathan Deal".

Nathan Deal

**ACCOUNTABILITY COURT FUNDING COMMITTEE
AWARDED GRANT FUNDING
FY'15**

COURT NAME: Blue Ridge Judicial Circuit Drug Court
 PRESIDING JUDGE: Ellen McElyea
 TOTAL FY15 AWARD: 112,693
 MATCH: 12,521

<u>Budget Worksheet Category</u>	<u>Line Item Approvals</u>	<u>Category Total</u>
A.(1) Personnel/Salaries	coordinator 50000 compliance officer 18011	68,011
A.(2) Personnel/Fringe Benefits	coordinator 16576 compliance officer 1378	17,954
B. Equipment		0
C. Supplies		0
D. Travel		0
E. Other		0
E.(1) Contract Personnel		0
E.(2) Drug Tests/Supplies		26,728
Total:		112,693
Match:	Drug Tests 12521	



Cherokee County, Georgia Agenda Request

SUBJECT: Cherokee County DUI/Drug Court Lab MEETING DATE: June 3, 2014

SUBMITTED BY: Angela Hamby, Program Coordinator

COMMISSION ACTION REQUESTED:

Reallocation of funds to purchase drug testing supplies for DUI/Drug Court Lab.

FACTS AND ISSUES:

Due to an increase in lab tests being provided to various agencies within Cherokee County, there is an increase costs to purchase the drug testing supplies needed for the DUI/Drug Court Lab. The increased testing has resulted in an increased income for the Lab.

BUDGET:

Budgeted Amount: \$40,000.00
Amount Encumbered:
Amount Spent to Date: \$43,731.67
Amount Requested: \$38,000.00
Remaining Budget \$0.00

Account Name: Lab Supplies
Account #: 2,2320,000,53.1100-LAB

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:

Angela Hamby

AGENCY DIRECTOR:

[Signature]

COUNTY MANAGER

[Signature]



Cherokee County, Georgia Agenda Request

1.4

SUBJECT: Brick Mill Road Roadway Design

MEETING DATE: June 3, 2014

SUBMITTED BY: Geoffrey E. Morton, County Engineer

COMMISSION ACTION REQUESTED:

Consider approval of a proposal from Southeastern Engineering, Inc. to perform a roadway design for Brick Mill Road under their annual engineering consulting services contract in the amount of \$39,500.00.

FACTS AND ISSUES:

The Cherokee County Roadway Capital Program Management Division requested proposals from four (4) engineering firms to provide roadway design services for improvements to Brick Mill Road, from SR 140 to the end of pavement. Two firms provided proposals. They included:

Southeastern Engineering, Inc.	\$39,500.00
American Engineers, Inc.	\$85,500.00

Upon review of all proposals, we recommend award of the design to Southeastern Engineering, Inc.

Brick Mill Road is a local roadway located in the Canton area of Cherokee County. It begins at SR 140 and continues west approximately 1.0 mile before ending in a gravel section. It is characterized by narrow pavement, poor drainage and poor vertical alignment.

Cherokee County intends to improve Brick Mill Road to bring it up to current standards. The minimum pavement width desired is 20 feet with a speed design of 25 MPH. The successful consultant will also review the vertical alignment of this roadway. The roadway will utilize a rural roadway section consisting of a 50 foot wide right-of-way, 10 foot lanes, 5 foot grass shoulders and roadside ditches with 4:1 front slopes. Drainage design is also required.

The roadway will be required to be surveyed since no existing survey data is available. For the first 2,500 feet of the project, the successful consultant will verify the existing right-of-way and will determine whether the proposed typical section will fit within the limits of the existing right-of-way. For the remainder of the project, the successful consultant will verify the vertical alignment of the roadway and determine right-of-way and construction easement needs.

BUDGET:

Budgeted Amount:	\$100,000.00	Account Name: Roadway Design Countywide
Amount Encumbered:	\$ 0.00	Account #: SPLOST - 64011
Amount Spent to Date:	\$ 45,036.85	
Amount Requested:	\$ 39,500.00	
Remaining Budget:	\$ 15,463.15	

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approval of a proposal from Southeastern Engineering, Inc. to perform a roadway design for Brick Mill Road under their annual engineering consulting services contract in the amount of \$39,500.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



2470 Sandy Plains Road
Marietta, Georgia 30062
770-321-3936(p) 770-321-3935(f)
cepple@seengineering.com

May 27, 2014

Cherokee County
Roadway Capital Program Management Division
1130 Bluffs Parkway
Canton, GA 30114
Attn: Geoff Morton, PE

RE: Request For Proposal
Design Services for Brick Mill Road Improvement Project

Dear Mr. Morton:

SEI is pleased to submit the enclosed proposal in response to Cherokee County's May 12th RFP for Design Services for Brick Mill Road Improvement Project. We have reviewed the Project Limits and Overview and have carefully compiled a response to the RFP and are fully committed to meeting the goals of the project established by the County. Based on our past experience with the County and similar project, the SEI team is uniquely qualified to provide the requested professional services.

Requested Scope of Services - Basic

- Plan and Profile
- Erosion & Sediment Control Plans
- Cross Sections at 50 foot intervals
- Right-of-Way Plans

Although not specifically requested within the RFP, SEI will also provide the following documents & services as a part of our base bid:

- Driveway Profiles
- Signage and Marking Plans
- Permitting of E&SC Plans through EDP
- Direct Expenses

In order to support these tasks, the following survey tasks will be conducted:

Strip Topographic Survey:

A field-run 2-foot contour interval topographic survey will also be performed on the required areas (approximately 1 mile on Brick Mill Rd.) Elevations will be based on mean sea level. All main features of the topography will be noted including but not limited to the following; (All creeks, streams, ditches, lakes, pipes, manholes with top and invert elevations, curb lines with top and gutter elevation). Contours shown will be based on random traverses and spot elevations will be taken at an approximate 50' grid pattern to insure such an accuracy that not less than 90% of the contours shown will be out of vertical position by more than 1/2 of the contour interval according to State of Georgia Law. We will show the location of underground utilities as taken from existing as-built maps, county drawings, and the location of visible above ground structures. SEI will support Cherokee County's utility coordination efforts.

Right-of-way Survey:

A right-of-way survey will be performed on the proposed route. The adjoining property deeds and plats along the entire route will be researched at the courthouse and current owner's names will be shown on the survey. The existing right-of-way along the entire route will be shown and the approximate direction of each side property line of the adjacent tracts.

Total: \$39,500

SEI is available to provide additional services, but several items are not contemplated within the stated scope of work. We have not included any environmental permitting, MS4 compliance, or tree protection/replacement. We do not anticipate preparing documents in support of permitting through the development department or an open bid for construction, but only the documents to support the construction efforts of the County forces.

We are excited about the opportunity to offer our services to Cherokee County. We look forward to working with the staff once again on another important project. Please feel free to contact us if additional information regarding this proposal is desired.

Respectfully submitted,



Chad W. Epple, PE
Vice-President



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

May 23, 2014

RE: Brick Mill Road Improvement Project

Dear Geoff:

On behalf of **American Engineers, Inc. (AEI)**, I would like to say we appreciate the opportunity to propose on the Design Services for your Brick Mill Road Improvement Project based upon the scope of services dated May 12, 2014. Our proposed fee to provide this design is \$85,500. Again, we thank you for this opportunity to propose on this exiting Cherokee County Transportation Project and we look forward to continuing our strong relationship with Cherokee County.

Sincerely,
AMERICAN ENGINEERS, INC.

A handwritten signature in blue ink that reads "Tom Fravel".

Tom Fravel, PE
Branch Manager



Cherokee County Government

Capital Program Management

1130 Bluffs Parkway

Canton, GA 30114

678-493-6077

Fax 678-493-6088

May 12, 2014

**RE: Request for Proposal
Design Services for Brick Mill Road Improvement Project**

Dear Sirs:

The Cherokee County Roadway Capital Program Management Division is requesting proposals for engineering design services for the Brick Mill Road Improvement Project.

PROJECT LIMITS AND OVERVIEW

Brick Mill Road is a local roadway located in the Canton area of Cherokee County. It begins at SR 140 and continues west approximately 1.0 mile before ending in a gravel section. It is characterized by narrow pavement, poor drainage and poor vertical alignment.

Cherokee County intends to improve Brick Mill Road to bring it up to current standards. The minimum pavement width desired is 20 feet with a speed design of 25 MPH. The successful consultant will also review the vertical alignment of this roadway. The roadway will utilize a rural roadway section consisting of a 50 foot wide right-of-way, 10 foot lanes, 5 foot grass shoulders and roadside ditches with 4:1 front slopes. Drainage design is also required.

The roadway will be required to be surveyed since no existing survey data is available. For the first 2,500 feet of the project, the successful consultant will verify the existing right-of-way and will determine whether the proposed typical section will fit within the limits of the existing right-of-way. For the remainder of the project, the successful consultant will verify the vertical alignment of the roadway and determine right-of-way and construction easement needs.

A site location map is attached for your reference.

SCOPE OF SERVICES

Design plans shall be in Georgia Department of Transportation format and all design shall be in accordance with the latest AASHTO, MUTCD and Georgia Department of Transportation Standards and Specifications.

This project will be constructed in-house with County forces, therefore, the plan set shall consist of a plan and profile, cross-sections at 50 foot intervals, right-of-way plans and erosion and sediment control plans.

Upon Cherokee County's acceptance of the completed plans, the consultant shall provide a CD with all electronic files and drawings.

If your firm is interested in submitting a design services proposal and cost for this project, please submit two (2) copies in a sealed envelope to the Cherokee County Roadway Capital Program Management Division, 1130 Bluffs Parkway, Canton, Georgia 30114, by 12:00 PM on Tuesday, May 27, 2014, with the following information clearly typed on the outside envelope:

1. Name of firm.
2. Project name.
3. Date of proposal.

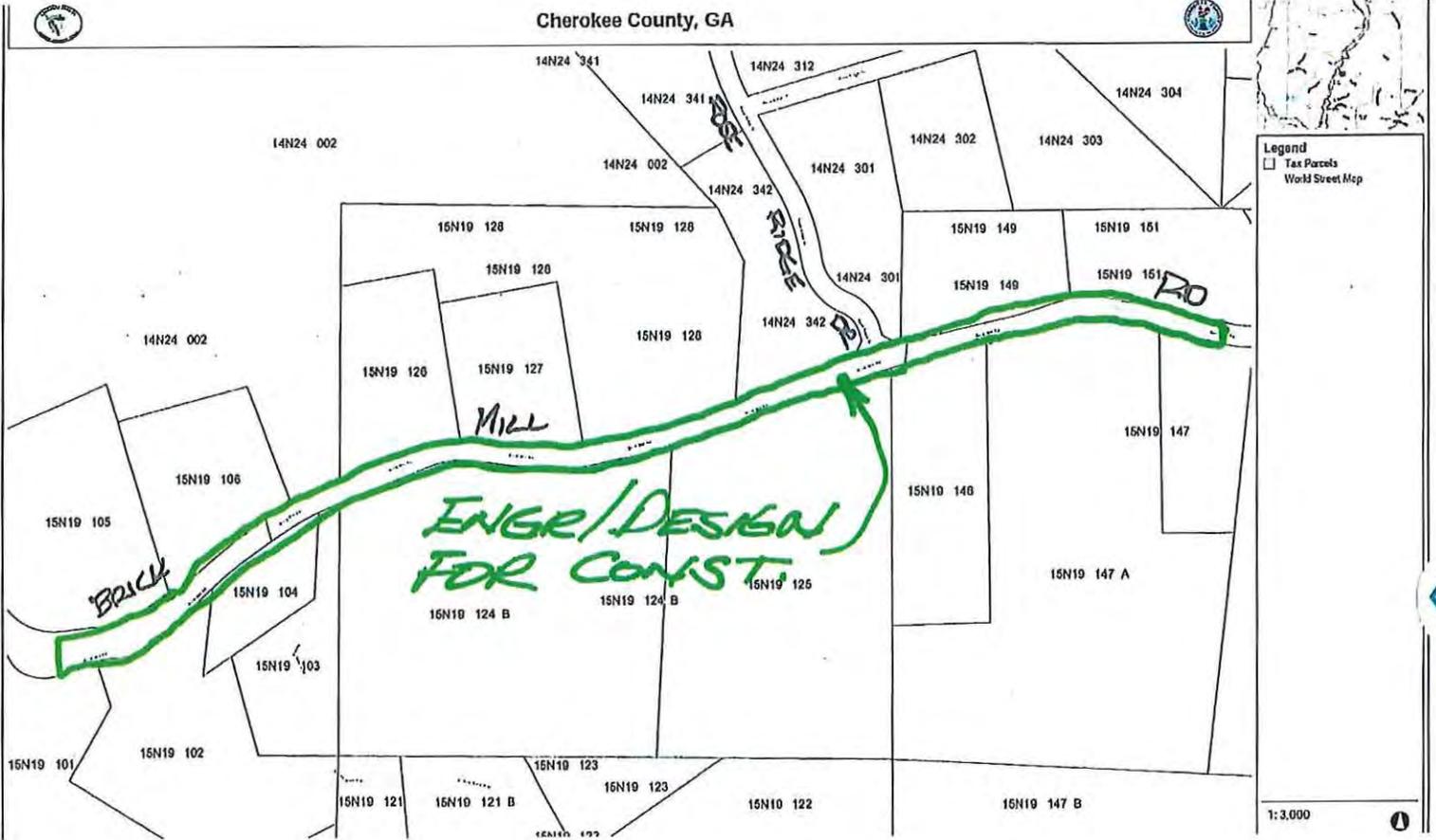
If you have any questions, do not hesitate to contact this office at (678) 493-6057.

Sincerely,

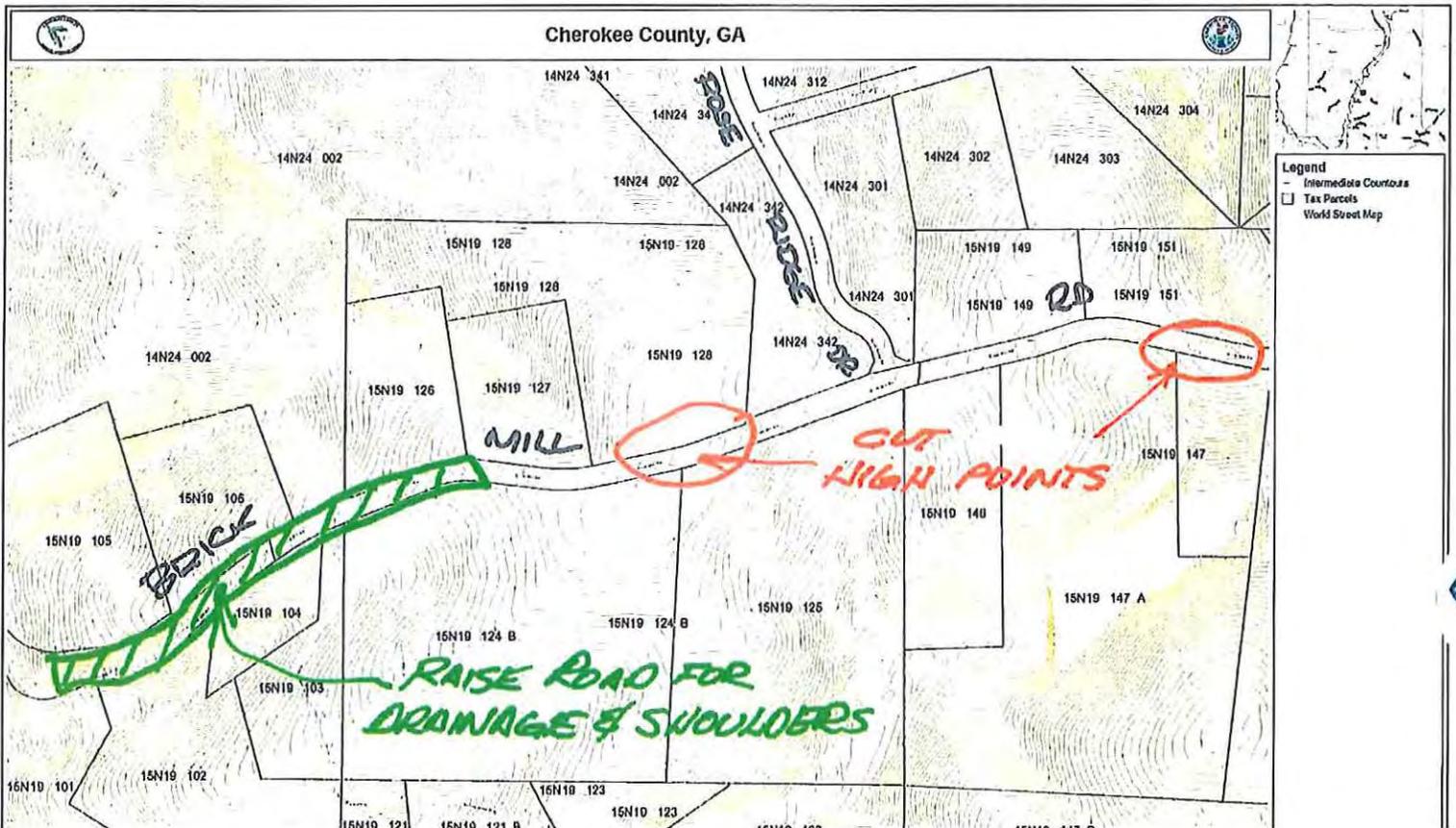
Geoffrey E. Morton, P.E.
County Engineer

Attachments

Cherokee County, GA



Cherokee County, GA





Cherokee County, Georgia Agenda Request

SUBJECT: Acceptance of NACA Ballistic Vest Grant Award

MEETING DATE: June 3, 2014

SUBMITTED BY: Alexa Huston

COMMISSION ACTION REQUESTED:

Consider acceptance of the Officer Roy Marcum Ballistic Vest Grant Program award and budget amendment in the amount of \$2,400.00 to be used to purchase ballistic vests for Animal Control Officers.

FACTS AND ISSUES:

The Cherokee County Marshal's Office applied for the NACA Ballistic Vest Grant which would provide \$400.00 per officer to assist in purchasing ballistic vests. We applied to receive \$400.00 for the six Animal Control Officers in our agency and have been awarded this amount of \$2,400.00. The Marshal's Office would like to accept this grant.

BUDGET:

Budgeted Amount:	\$0	Account Name:	Grant Fund - MVEST
Amount Encumbered:	\$0	Account #:	23910555-531100-MVEST
Amount Spent to Date:	\$0		
Amount Requested:	\$2,400		
Remaining Budget:	\$2,400		

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 acceptance of the NACA Ballistic Vest Grant in the amount of \$2,400.00 and authorize budget amendment to allocate the funds.

REVIEWED BY:

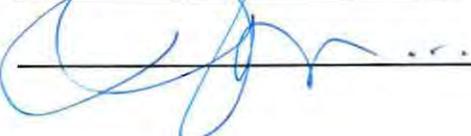
DEPARTMENT HEAD:



AGENCY DIRECTOR:



COUNTY MANAGER





NATIONAL ANIMAL
CARE & CONTROL ASSOCIATION

National Animal
Care & Control Association
101 N. Church Street
Olathe, KS 66061
913-768-1319
913-768-1378 Fax

May 15, 2014

Alexa Huston
Cherokee County Marshal's Office
2782 Marietta Hwy, Ste 100
Canton, GA 30114

Re: Officer Roy Marcum Ballistic Vest Grant Program

Dear Alexa Huston,

The NACA Grant Committee met recently to review the applications for the Officer Roy Marcum Ballistic Vest Grant Program. I am pleased to advise that your agency has been selected to receive a grant in the amount of \$2400.00, which is based upon \$400.00 per officer/vest requested. The purpose of this grant is to assist your agency with the cost of purchasing 6 ballistic vest(s) for your officer(s).

The application for the Officer Roy Marcum Ballistic Vest Grant Program stipulated that agencies who receive grant funds would receive \$400.00 per officer, up to a total of \$4,000.00 per agency, with the following requirements:

- Agree to wear the vest while on duty, whether or not the agency requires it;
- Agree to report back to NACA the number of field calls handled and number of the days that the vest was worn on duty;
- Be a municipal/county/non-profit animal care and control agency; and
- Have a replacement plan in place when the vest reaches its expiration date.

In addition to the requirements above, before we are able to distribute funds to your agency, a responsible party must complete and submit the following:

- IRS W-9 Form for your agency (attached)
- NACA Ballistic Grant Project Timeline Acceptance Form (attached)

Both documents are due on or before June 15, 2014. Once both completed forms are received at the NACA Corporate Office, a grant award check will be mailed to your attention at the address provided on your W-9 form.

After your agency receives the funds, the following items must be completed:

- Submit a copy of a receipt verifying the purchase of the ballistic vest(s).
- Provide the name(s) of the officer(s) who received a ballistic vest via grant funds.
- Submit the monthly report to NACA as stipulated within the Grant Project Timeline Acceptance Form

Additionally, although it is not required, it would be greatly appreciated for all grant recipients to write a "Thank You" letter regarding your award to the ASPCA, via the address listed below:

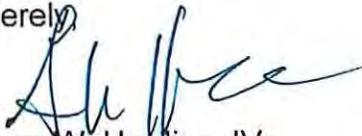
American Society for the Prevention of Cruelty to Animals (ASPCA)
Attn: Julie Morris
520 8th Ave, 7th floor
New York, NY 10018

All required documents and reports are to be submitted via e-mail or fax to:

George W. Harding, IV
NACA Executive Director
naca@nacanet.org
913-768-1319 Fax

Any questions regarding the Officer Roy Marcum Ballistic Vest Grant Program, or the grant requirements should be directed to me at the e-mail address above. A list of grant recipient agencies will be posted on the NACA website at www.nacanet.org.

Sincerely,



George W. Harding, IV
Executive Director
National Animal Care & Control Association

NACA Ballistic Vest Grant Project Timeline Acceptance Form

Due Dates	Grant Requirements
June 15, 2014	Submit completed IRS W-9 Form and acceptance of NACA Grant Project Timeline Requirements Form to NACA Corporate Office.
July 31, 2014	Submit a copy of receipt verifying purchase of ballistic vest(s). Submit the individual name(s) of the officer(s) who are issued the ballistic vest(s).
September 1, 2014	Submit a written report detailing number of field calls handled and number of the days that the vest was worn on duty for each officer who received a vest for the period August 1-31, 2014.
October 1, 2014	Submit a written report detailing number of field calls handled and number of the days that the vest was worn on duty for each officer who received a vest for the period September 1-30, 2014.
November 1, 2014	Submit a written report detailing number of field calls handled and number of the days that the vest was worn on duty for each officer who received a vest for the period October 1-31, 2014.
December 1, 2014	Submit a written report detailing number of field calls handled and number of the days that the vest was worn on duty for each officer who received a vest for the period November 1-30, 2014.
January 1, 2015	Submit a written report detailing number of field calls handled and number of the days that the vest was worn on duty for each officer who received a vest for the period December 1-31, 2014.
February 1, 2015	Submit a written report detailing number of field calls handled and number of the days that the vest was worn on duty for each officer who received a vest for the period January 1-31, 2015.
March 1, 2015	Submit a written report detailing number of field calls handled and number of the days that the vest was worn on duty for each officer who received a vest for the period February 1-28, 2015.
April 1, 2015	Submit a written report detailing number of field calls handled and number of the days that the vest was worn on duty for each officer who received a vest for the period March 1-31, 2015.
May 1, 2015	Submit a written report detailing number of field calls handled and number of the days that the vest was worn on duty for each officer who received a vest for the period April 1-30, 2015.
June 1, 2015	Submit a written report detailing number of field calls handled and number of the days that the vest was worn on duty for each officer who received a vest for the period May 1-31, 2015.
July 1, 2015	Submit a written report detailing number of field calls handled and number of the days that the vest was worn on duty for each officer who received a vest for the period June 1-30, 2015.
August 1, 2015	Submit a written report detailing number of field calls handled and number of the days that the vest was worn on duty for each officer who received a vest for the period July 1-31, 2015.

Cherokee County Marshal's Office acceptance of the Grant Project Timeline:

Alexa Huston 5/28/2014 Executive Assistant
 Signature Date Title
Alexa Huston
 Print Name



Cherokee County, Georgia Agenda Request

SUBJECT: DUI/Drug Court Supplemental Award

MEETING DATE: 6/3/2014

SUBMITTED BY: Vicki Benefield

COMMISSION ACTION REQUESTED:

Accept Supplemental Sub-grant Award of \$3,800 from the State of Georgia Accountability Court and approve Budget Amendment increasing the DUI/Drug Court Fund 257 revenues and expenditures.

FACTS AND ISSUES:

Additional state monies were allocated by CJCC on May 29, 2014 for the Cherokee County DUI/Drug Court. The additional monies require no matching funds from the County.

BUDGET:

Budgeted Amount:	\$42,341
Amount Encumbered:	
Amount Spent to Date:	
Amount Requested:	\$3,800
Amended Budget:	\$46,141

Account Name:	DUI Court - ACFC
Account #:	25790-334310-ACFC

Budget Adjustment Necessary: Yes* No *If yes, a budget amendment form must be attached.
 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:

Accept Supplemental Sub-grant Award of \$3,800 from the State of Georgia Accountability Court and approve Budget Amendment increasing the DUI/Drug Court Fund 257 revenues and expenditures.

REVIEWED BY:

DEPARTMENT HEAD: Vicki Benefield

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

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

SUBGRANTEE: Cherokee County BOC ORIGINAL State FUNDS: \$ 42,341
SUPPLEMENTAL State FUNDS: \$3,800

IMPLEMENTING AGENCY: Cherokee County DUI Court

PROJECT NAME: Accountability Court TOTAL State AWARD: \$ 46,141

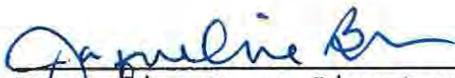
SUBGRANT NUMBER: A13-8-005 GRANT PERIOD: 05/15/14-06/30/14

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

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2014.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jacqueline Bunn, Director
Criminal Justice Coordinating Council

Signature of Authorized Official

Date Executed: 05/21/14

Typed Name & Title of Authorized Official

Employer Tax Identification Number (EIN)

Internal Use Only

Trans CD:	102	Fund Source:	14102	Organ:	46
Description:	Acct Court Supplements	Effective Date:		Type:	9
Supplemental Amount:	53000	Class:	315	Item Code:	1
Department ID:	4710602001	Expense Account:		Order:	1
Contract Number:		Override:	2	Project Number:	



Cherokee County, Georgia Agenda Request

SUBJECT: Authorize Equipment Purchase

MEETING DATE: 6/3/2014

SUBMITTED BY: Cliff Harden, Director Roads and Bridges

COMMISSION ACTION REQUESTED:

Award purchase order in the amount of \$149,800 to the lowest priced proposer, Reynolds-Warren Equipment Company for the purchase of a 2014 Rosco Maximizer 2B (Asphalt Distributor) for Roads and Bridges; funding is from budgeted SPLOST V monies.

FACTS AND ISSUES:

RFP#2014-44 was released on April 17, 2014 for sealed bids for an Asphalt Distributor for the Roads and Bridges Department. Two (2) companies provided bids for two (2) different trucks as per the attached Procurement Summary.

Upon review of the proposals and specifications of each distributor, the Roads and Bridges Department (with concurrence from the Procurement & Risk Management Department) recommends award to the highest ranked proposer, Reynolds-Warren. The scoring for the proposals was 65% cost; therefore the highest ranked proposer is also the lowest priced proposer.

BUDGET:

Budgeted Amount:	\$650,000	Account Name: SPLOST V – Vehicles
Amount Encumbered:	\$29,450	Account #: 34214000-542100-50013
Amount Spent to Date:	\$220,310	
Amount Requested:	\$149,800	
Remaining Budget:	\$250,440	

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 purchase order in the amount of \$149,800 to the lowest priced proposer, Reynolds-Warren Equipment Company for the purchase of a 2014 Rosco Maximizer 2B (Asphalt Distributor) for Roads and Bridges; funding is from budgeted SPLOST V monies.

REVIEWED BY:

DEPARTMENT HEAD:

Cliff Harden

AGENCY DIRECTOR:

[Signature]

COUNTY MANAGER

[Signature]

Procurement Summary

Date Submitted: 27-May-14
Submitted by: Kristi Thompson
PSA Number: 2014-44
Value of Contract: \$149,800
Period of Performance: 120 Days
Supplier Name: Reynolds-Warren Equipment Co
General Description: 2014 Rosco Maximizer 2B on 2014 Ford F-750
Source of Funds: SPLOST V - 50013

Contract Information

Proposed Contract Type

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

Formal Advertised Procurement: Yes X No*

Number of Bidders Contacted / Number of Bids Received: 4 & Web | 2

Supplier Selection Based on:

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

Weight	Evaluation Criteria
65%	Price
25%	Meets Specs & Needs
10%	Warranty/Service

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
95	\$ 149,800.00	Reynolds-Warren	Lake City, GA	Rosco
88	\$ 168,500.00	Tractor & Equipment Co	Kennesaw, GA	Entyre

Fair Price Determination:

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

Why Other Than Low Bidder Selected:

(If Applicable)

*Notes:

Average Price: \$159,150

Hi Price: \$168,500

Low Price: \$149,800

Savings Over Average: \$9,350 Savings Over Hi Price: \$18,700



Cherokee County, Georgia Agenda Request

SUBJECT: Authorize Equipment Purchase

MEETING DATE: 6/3/2014

SUBMITTED BY: Cliff Harden, Director Roads and Bridges

COMMISSION ACTION REQUESTED:

Award purchase order in the amount of \$55,829 to the lowest priced proposer, Wade Ford, for the purchase of a 2015 Ford F-750XL (Fuel/Service Truck) for Roads and Bridges; funding is from budgeted SPLOST V monies.

FACTS AND ISSUES:

RFP#2014-37 was released on April 17, 2014 for sealed bids for an Asphalt Distributor for the Roads and Bridges Department. Two (2) companies provided bids for two (2) different trucks as per the attached Procurement Summary.

Upon review of the proposals and specifications of each distributor, the Roads and Bridges Department (with concurrence from the Procurement & Risk Management Department) recommends award to the highest ranked proposer, Wade Ford. The scoring for the proposals was 65% cost; therefore the highest ranked proposer is also the lowest priced proposer.

BUDGET:

Budgeted Amount:	\$650,000
Amount Encumbered:	\$179,250
Amount Spent to Date:	\$220,310
Amount Requested:	\$55,829
Remaining Budget:	\$194,611

Account Name:	SPLOST V – Vehicles
Account #:	34214000-542100-50013

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

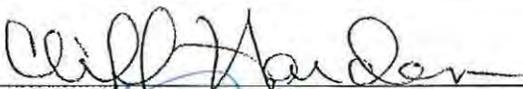
Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Award purchase order in the amount of \$55,829 to the lowest priced proposer, Wade Ford, for the purchase of a 2015 Ford F-750XL (Fuel/Service Truck) for Roads and Bridges; funding is from budgeted SPLOST V monies.

REVIEWED BY:

DEPARTMENT HEAD:



AGENCY DIRECTOR:



COUNTY MANAGER



Procurement Summary

Date Submitted: 27-May-14
Submitted by: Kristi Thompson
PSA Number: 2014-37
Value of Contract: \$55,829
Period of Performance: 120 Days
Supplier Name: Wade Ford
General Description: 2015 Ford F-750XL
Source of Funds: SPLOST V - 50013

Contract Information

Proposed Contract Type

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

Formal Advertised Procurement: Yes X No*

Number of Bidders Contacted / Number of Bids Received: 4 & Web | 2

Supplier Selection Based on:

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

Weight	Evaluation Criteria
65%	Price
25%	Meets Specs & Needs
10%	Warranty/Service

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

<input checked="" type="checkbox"/>	No <u>Cherokee County</u> 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	\$ 58,493.61	Rush Truck Center	Atlanta, GA	International
100	\$ 55,829.00	Wade Ford	Smyrna, GA	Ford

Fair Price Determination:

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

Why Other Than Low Bidder Selected:

(If Applicable)

*Notes:

Average Price: \$57,161

Hi Price: \$58,494

Low Price: \$55,829

Savings Over Average: \$1,332 Savings Over Hi Price: \$2,665



Cherokee County, Georgia Agenda Request

SUBJECT: Pine Knot Cemetery Proposal

MEETING DATE: June 3, 2014

SUBMITTED BY: Margaret Stallings, Principal Planner

COMMISSION ACTION REQUESTED:

Consider proposal to establish a new area for burials in Pine Knot Cemetery to preserve existing specimen trees.

FACTS AND ISSUES:

Please see attached proposal prepared by members of the Cemetery Preservation Committee.

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 *Attached*

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

ADMINISTRATIVE RECOMMENDATION:

Approve attached resolution and designate staff to work with committee members to permanently mark area 1 for future burials at Pine Knot Cemetery.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

TO: Cherokee County Board of Commissioners

FROM: Cherokee County Cemetery Preservation Committee

DATE: 19 March 2013

SUBJECT: Pine Knot Cemetery Proposal

I. Purpose and Intent

Pine Knot Cemetery, located near the intersection of Holly Springs Parkway and Toonigh Road, is a public cemetery administered by Cherokee County. While burials in Pine Knot Cemetery are rare, Cherokee County is responsible for the care and maintenance of the cemetery. Because burials in Pine Knot Cemetery are so infrequent, very little attention has been paid to the location of burials and the effects that poorly chosen graves can have on the surrounding area. While early burials in Pine Knot Cemetery took place in a relatively planned and organized manner, recent burials have occurred in a haphazard manner. Based on input from the Cherokee County Arborist, a number of recent burials have taken place too close to several large specimen trees thus endangering the health of the trees and the trees' associated benefits. As a result, the Cherokee County Cemetery Preservation Committee has developed a series of recommendations for your consideration.

II. Recommendations

- a. Future Burial Area 1, between the cemetery entrance road and just north of the existing cemetery, should be utilized first. There is space approximately 20' from the existing tree line to have two rows of 5' by 10' graves. The approximately seventy-five graves provided in this area would be enough to accommodate burials for more than twenty years at the current burial rate. This area requires very little maintenance and, with a grid layout prepared by the Cemetery Preservation Committee, could be ready within a few weeks for orderly burials with little time and money expended.
- b. After the above area is filled, we suggest that Future Burial Area 2, just south of the existing cemetery, be used for burials. There is room between the existing line of graves and the access road for approximately fifty grave sites. This is the logical area for an orderly progression of cemetery use.
- c. Unfortunately, Future Burial Area 2 is overgrown with vegetation. The area also has several large tree stumps and access is blocked by a dirt mound. Extensive time and work will be needed to properly clean and prepare the area for burials. Although not urgently needed for burials, it would be prudent to gradually prepare

this area for future burials. Stump removal will likely be the most time intensive aspect of preparing this area.

III. Summary

The Cherokee County Cemetery Preservation Committee recommends the above plan for future burials at Pine Knot Cemetery be implemented as soon as possible. Implementing these recommendations will ensure that burials at Pine Knot Cemetery are carried out in respectful and sustainable manner. Those interred at Pine Knot Cemetery, as well as the taxpayers of Cherokee County, deserve a wisely managed cemetery that is available for use for many years.

Attachment

RESOLUTION No. 2014 – R - ____

A Resolution to establish new areas for burials at Pine Knot Cemetery, to promote the public health, safety and welfare; and for other purposes.

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

WHEREAS, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protecting and preserving the public health, safety, and welfare of the population of the unincorporated areas of the County;

WHEREAS, Pine Knot Cemetery, located near the intersection of Holly Springs Parkway and Toonigh Road, is a public cemetery administered by Cherokee County for indigent burials;

WHEREAS, while burials in Pine Knot Cemetery are rare, Cherokee County is responsible for the care and maintenance of the cemetery, including historical burial plots dating back to the 1800's;

WHEREAS, a number of recent burials have taken place too close to several large specimen trees thus endangering the health of the trees and the trees' associated benefits;

WHEREAS, the Cemetery Preservation Committee has prepared a plan of areas suitable for future burials attached as Exhibit A;

WHEREAS, the Cherokee County Board of Commissioners (the "Board") finds that it is in the public interest to protect the existing graves while planning for future burials;

NOW, THEREFORE, BE IT ORDAINED by the Cherokee County Board of Commissioners that future burials at Pine Knot Cemetery shall take place in Future Burial Area 1 as depicted on Exhibit A.

ADOPTED this 3rd day of June, 2014.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Chairman

ATTEST:

Christy Black, County Clerk

Pine Knot Cemetery Plan

Exhibit A



Planning and Land Use

Legend

- Future Burial Areas
- Existing Cemetery
- Lake
- Gravel Onway
- Stream

Notes:
 Future Burial Area 1
 - 20 ft west of the Existing Trees, Crown of C.P.S. 10' Easement.
 Future Burial Area 2
 - Abandoned gravel road bed, east of Existing Cemetery.

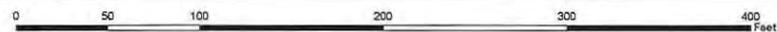
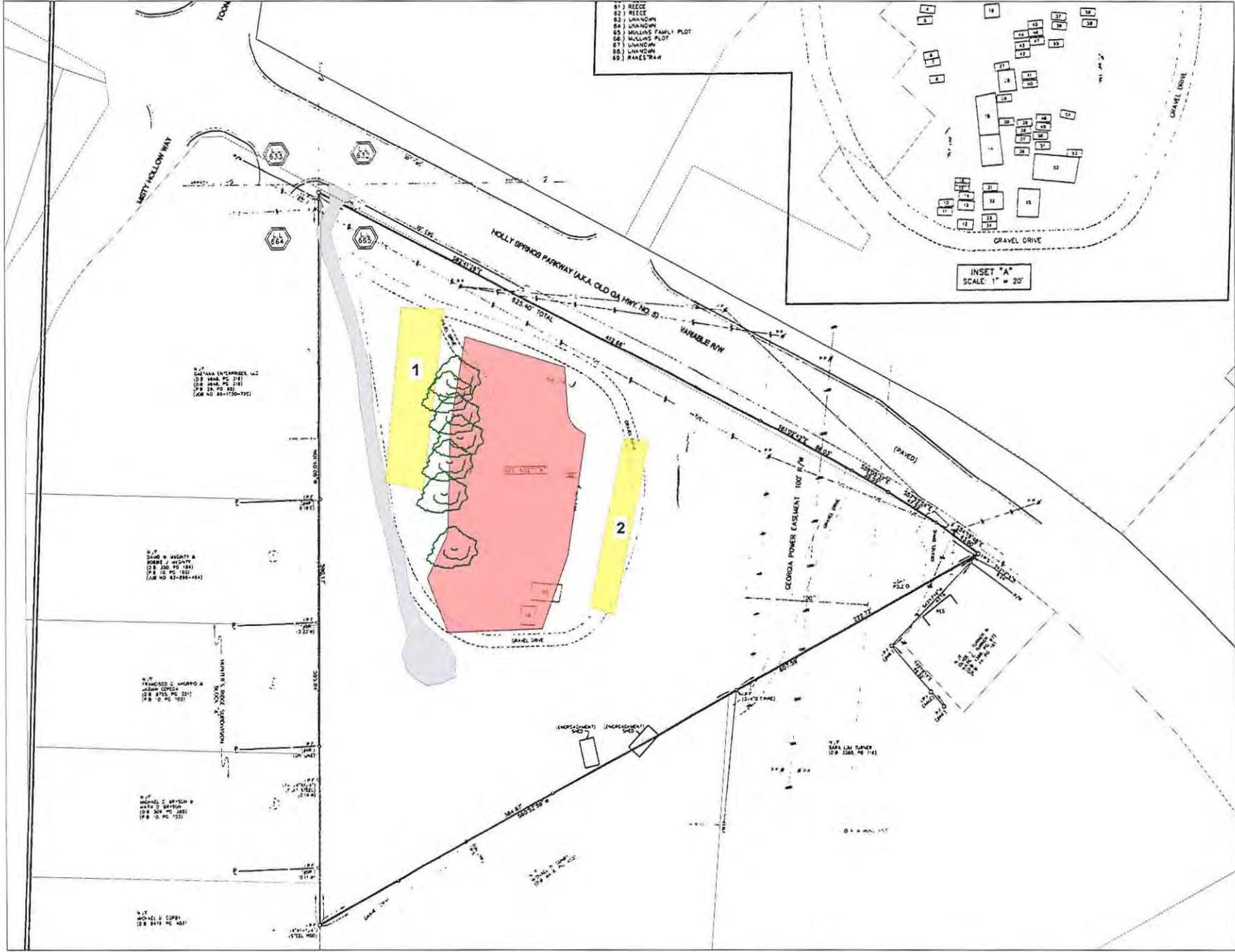
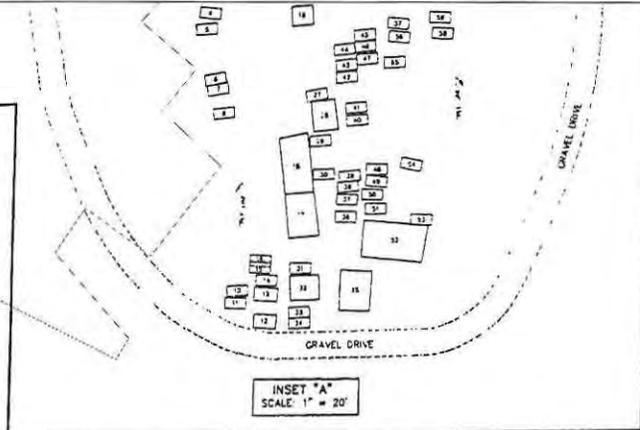


Date of Production:
 8 March 20143
 Produced by:
 Cherokee County
 Planning and Land Use
 Department
 1130 Bluffs Parkway
 Canton, GA 30114
 W:\Boards\Cemetery
 Preservation\Committee
 Pine Knot
 \Pine_Knot_Cemetery.mxd



This Map Has Been Compiled From The Most Up To Date And Reliable Sources Available. Cherokee County Assesses No Responsibility For Errors Or Omissions. Customers Using This Map, Assesses And Approves And Have Not Been Field Verified. No Warranties Or Representations Are Expressly Or Implied In Fact Or In Law.

- 61 J REECE
- 62 J REECE
- 63 LANNON
- 64 LANNON
- 65 MULLINS FAMILY PLOT
- 66 MULLINS PLOT
- 67 LANNON
- 68 LANNON
- 69 LANNON
- 69 RAKESTRAW





Cherokee County, Georgia Agenda Request

SUBJECT: Sheriff Office Bike Trail

MEETING DATE: 6/3/2014

SUBMITTED BY: Stacey Williams, Director Admin Services, Cherokee County Sheriff Office

COMMISSION ACTION REQUESTED:

Award County's standard Professional Services Agreement (PSA) to Kenneth Nix in the amount of \$46,147 for the design and construction of a 2.3 mile natural terrain Bike/Run Trail around the Roger Garrison Law Enforcement Training Center.

FACTS AND ISSUES:

RFP# 2014-48 was released on April 23, 2014 to solicit design/build proposals for a natural terrain Bike/Run Trail around the Roger Garrison Law Enforcement Training Center. On April 28, 2014 there was a mandatory pre-proposal meeting to discuss the project and review the site conditions. Four (4) contractors attended the pre-proposal meeting. On May 6, 2014 two proposers submitted responsive Proposals for the project; scores and pricing are indicated on the attached Procurement Summary.

Upon review of the proposals, the Sheriff's Office (with concurrence from the Procurement & Risk Management Department) recommend award to the highest ranked proposer, Kenneth Nix. The scoring for the proposals was 50% cost; therefore the highest ranked proposer is also the lowest priced proposer.

Mike Owen, consultant with the CCSO, will manage the Project for the Sheriff's Office. Budget information below is FY14.

BUDGET:

Budgeted Amount:	\$700,000	Account Name:	SPLOST V – Law Enforcement
Amount Encumbered:	\$0	Account #:	33260000-541300-57430
Amount Spent to Date:	\$395,766		
Amount Requested:	\$46,147		
Remaining Budget:	\$258,087		

Budget Adjustment Necessary: Yes* No *If yes, a Budget Amendment form must be attached.

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 County's standard Professional Services Agreement (PSA) to Kenneth Nix in the amount of \$46,147 for the design and construction of a 2.3 mile natural terrain Bike/Run Trail around the Roger Garrison Law Enforcement Training Center.

REVIEWED BY:

Stacey D. Williams

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

Procurement Summary

Date Submitted: 27-May-14
Submitted by: Kristi Thompson
PSA Number: 2014-48
Value of Contract: \$46,147
Period of Performance: 6/4/14 - 9/30/2014
Supplier Name: Kenneth Nix
General Description: Design/Build 2.3 Mile Bike/Run Trail
Source of Funds: SPLOST V

Contract Information

Proposed Contract Type

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

Formal Advertised Procurement:

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

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

Number of Bidders Contacted / Number of Bids Received:

23	2
----	---

Supplier Selection Based on:

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

Weight	Evaluation Criteria
50%	Price
40%	Design & References
10%	Natural/Fits In Existing Landscape

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

<input type="checkbox"/>	No Cherokee County Business submitted bid/proposal
<input type="checkbox"/>	CC Business bid/proposal was non-responsive/not-responsible
<input 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
100	\$ 46,147.00	Kenneth Nix	Woodstock, GA
50	\$ 162,768.00	Vertical Earth	Cummings, GA

Fair Price Determination:

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

Why Other Than Low Bidder Selected: _____
 (If Applicable) _____

*Notes:

Average Price: \$104,458
Hi Price: \$162,768
Low Price: \$46,147
Savings Over Average: \$58,311 Savings Over Hi Price: \$116,621

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 20th day of May, 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 Kenneth Nix ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Design-Build of the Roger Garrison Law Enforcement Training Center Bike/Run Trail; 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

Design-Build of the Roger Garrison Law Enforcement Training Center Bike/Run Trail

B. The Work

The Work to be completed under this Agreement (the "Work") consists of providing all materials, labor and equipment necessary to design and construct 2.3 Miles of multi-use trail around the existing Roger Garrison Law Enforcement Training Center in accordance with the RFP #2014-48 Solicitation Documents (attached and incorporated hereto as Exhibit D) and the Consultant's Proposal Documents (attached and incorporated hereto as Exhibit E).

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 September 31, 2014. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term [**unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term**], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [**unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term**] absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

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

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

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

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs

actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted upon completion of the Work, and such invoice shall reflect charges incurred versus charges budgeted. Any deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed Forty Six Thousand One Hundred Forty-Seven Dollars (\$46,147), except as outlined in Section II(C) above. The compensation for Work performed shall be based upon the lump sum Cost Proposal as submitted by Consultant and outlined below:

<u>Task</u>	<u>Fee</u>
Design & Layout	\$1,214
Machinery, Equipment Time	\$8,200
Bridge (Material and Labor)	\$2,500
Fuel	\$1,450
Labor	\$32,783
TOTAL	\$46,147

C. There is no reimbursement for costs covered under this Agreement.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County’s Reliance on the Work

The Consultant acknowledges and agrees that the County does not undertake to approve

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

Kenneth Nix 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.

This Section does not apply.

P. Authority to Contract

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

Q. Ownership of Work

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

R. Nondiscrimination

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

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment in order for Consultant to complete the Work.

B. County's Representative

Michael Owen, 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 Michael Owen for the County and Kenneth Nix 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:

Cherokee County Board of Commissioners
Procurement & Risk Management Department
1130 Bluffs Parkway
Canton, GA 30114

NOTICE TO THE CONSULTANT shall be sent to:

Kenneth Nix
130 Holly Creek Ct
Woodstock, GA 30188

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]

CONSULTANT: Kenneth Nix

By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY

By: _____
Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

777271
Federal Work Authorization User Identification
Number

5-1-2014
Date of Authorization

Kenneth Nix
Name of Contractor

2014-48: LETCO Bike Trail
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 _____, ____, 2014 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 _____, 2014.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "B"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

2014-48: LETCO Bike Trail
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 _____, ____, 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:

This Exhibit not used; no subcontractors.

EXHIBIT "C"

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

This Section not used.



Request For Proposals

2014 -48

Bike/Run Trail

Summary of Goods & Services Solicited / Opportunity Overview

The Cherokee County Sheriff's Office is seeking qualified professionals to design and build a bike/run trail at the Roger Garrison Law Enforcement Training Center

Table of Contents		Preliminary Project Schedule	
Tab(s)	Title	Preliminary Date	Event
1	General RFP Information	4/23/2014	RFP Issued
2	Specifications/ Statement of Work	4/28/2014	Conference
3	Evaluation Criteria	4/30/2014	Questions Due
4	Cost Proposal	5/1/2014	Questions Answered
5	Additional Proposal Requirements	5/6/2014	RFP Due Date
6	Attachments and Forms	5/20/2014	Anticipated Award Date

Contract Information		Send Proposals Addressed as Follows	
Contract Type	Fixed Price	2014 -48 Cherokee County Department of Procurement Administrative Building 1130 Bluffs Parkway Canton, GA 30114	
Contract Term	Single Purchase		
Contract Options (at County's Discretion)	No Options		

Cognizant Buyer for the County		
Buyer	Kristi Thompson	Department Seeking Procurement
Buyer Email	kthompson@cherokeega.com	Sheriffs Office
Buyer Phone	(678) 493-6000	

Overview of Documents to be Submitted in the RFP Package			
1	Trail Design and Construction Plan	6	Exceptions to County Contract
2	Cost Proposal		
3	E-Verify Affidavit		
4	Business References		
5	Non-Collusion Affidavit		

General RFP Information

Section Contents/Links: If using excel, you may click the topic area below to skip to that section

Section	Topic Area	Section	Topic Area
1	Request for Proposal Overview	2	Project Schedule
3	Proposal Submission	4	County's Terms and Conditions

Section 1: Request for Proposal Overview

What is a Request for Proposal?	County Solicitation
<p>A Request for Proposal (RFP) is a formal solicitation process designed to advertise the County's requirements for commodities or services and allow businesses and organizations to offer cost-effective solutions that meet the County's objectives. The RFP promotes a competitive process that presents businesses and organizations the opportunity to offer solutions (to the County's requirements) that are evaluated by a team of County representatives on several criteria including, but not limited to: cost, project approach, and prior experience providing similar goods and services. The Supplier who provides the most comprehensive solution, at the best value to the County, will ultimately be considered for award of a contract with the County based on their proposal.</p>	<p>Issuing Department</p> <p>Sheriffs Office</p>
	<p>Opportunity Overview / General Specifications</p>
	<p>The Cherokee County Sheriff's Office is seeking proposals from qualified suppliers to design and build a 2.3 mile multi-use trail on the premises of the Roger Garrison Law Enforcement Training Center. The trail will be primarily used for running and biking, and development should focus on retaining as much of the natural landscape as possible. The County's ideal trail will incorporate much of the existing natural landscape and foliage into the design, similar to other County trails located at Rope Mill Road Park and Blanket's Creek Park. A map of the topography of the proposed trail will be included on the County's website under this procurement opportunity.</p>
<p>The RFP is not a hard bid, selection and award of a contract will be made on the basis of the criteria as outlined in this document.</p>	
<p>For the purpose of this RFP, the terms Contract, Agreement and Professional Services Agreement (PSA) are interchangeable. Additionally, the terms Supplier, Proposer, Vendor, Awarded Vendor, Contractor and Bidder are interchangeable. Finally, the terms Proposal and Bid are also interchangeable.</p>	

This solicitation and all accompanying documents will be posted on the Cherokee County website (<http://www.cherokeega.com/applications/bids-rfps/>).

Please continue to visit the Cherokee County web page on a regular basis for additional information regarding this opportunity, and for information on other opportunities offered by the County.

General RFP Information

Section 2: Project Schedule

The table below represent the County's best estimate of the schedule of events for this RFP. Unanticipated occurrences during the procurement period may necessitate adjustments to this schedule. If an Event of this schedule, such as the Due Date for Submitting Questions or the RFP Submission Deadline, is altered or delayed, the rest of the schedule may be shifted as appropriate. All official documents, dates, and times will be posted to the Bids/RFP section of the Cherokee County website (<http://www.cherokeega.com/applications/bids-rfps/>). The County encourages all Suppliers to monitor the website regularly during the procurement process to stay abreast of dates and information regarding this procurement opportunity.

Event	Date	Time
Request For Proposals Released	4/23/2014	
Pre-Submittal Conference/Site Visit		
Conference Address Roger Garrison law Enforcement Training Center 516 Chattin Drive Canton, GA 30115 Attendance: Mandatory	4/28/2014	10:00:00 AM
Preliminary Due Date for Submitting Questions	4/30/2014	10:00:00 AM
Preliminary Date for Answering Questions	5/1/2014	10:00:00 AM
RFP Submission Deadline	5/6/2014	10:00:00 AM
Anticipated Award Date	5/20/2014	10:00:00 AM

General RFP Information

Section 3: Proposal Submission

This section contains the guidelines, instructions and requirements associated with submitting a proposal for this solicitation to Cherokee County.

Proposal Due Date *(Subject to change at County's Discretion)*

Mailed or hand delivered proposal packages (all requirements included) are due to the address below at the date and time listed.	Date Proposals Must be Received
Submit proposals to the following address:	5/6/2014
2014 -48	Time by Which Proposals Must be Delivered
Cherokee County Department of Procurement Administrative Building 1130 Bluffs Parkway Canton, GA 30114	
	2:00:00 PM

It is the supplier's sole responsibility to ensure that their proposal is properly delivered to the County on or before the stipulated due date. Proposals received after the due date and time will not be considered.

3.1 Prior to Submitting the Proposal

Prior to submitting a proposal, potential supplier's should make sure they: 1. Review the contents of the proposal, 2. Attend any pre-submittal conferences offered by the County, 3. Submit to the County's buyer any clarifying questions they may have about the RFP or the process by the question submission deadline, and 4. Monitor the County's website for addenda issued for this RFP.

3.1.1 Review the Contents of the Request for Proposals

- A. Review the RFP completely, examine all drawings, specifications, and instructions
- B. Consult a team of legal and insurance providers to review the proposal terms and conditions

3.1.2 Attend the Pre-Submmital Conference or Site Visit Offered by the County

A. Meeting Location		B. Purpose
Roger Garrison Law Enforcement Training Center 516 Chattin Drive Canton, GA 30115		The purpose of the Pre-Proposal Meeting is to provide information regarding the RFP and Statement of Work, and to address any questions and concerns regarding the goods and/or services being solicited by the County through this RFP. All information presented by County representatives during the Meeting must be included as addendum and posted to the County website to be considered a formal part of the RFP.
Date:	4/28/2014	
Time:	3:30:00 PM	
Meeting is:	Mandatory	

General RFP Information

C. Meeting Requirements

All attendees will be required to sign an attendance sheet indicating their attendance at the Meeting. Signatures will be collected prior to the start of the Meeting and will continue to be accepted for a period of 15 minutes once the Meeting has begun. After the 15 minute grace period, it will be at the sole discretion of the County Representative to allow signatures. Suppliers who do not attend mandatory RFP meetings, or who do not sign the attendance sheet for mandatory meetings, will be considered unresponsive. Suppliers are responsible for attending the Meeting, the County assumes no responsibility for the supplier's attendance or directions to the Meeting.

3.1.3 County Contact and Questions

A. County Contact

After the RFP issue date, all communications between the County's Procurement Department and prospective Bidders shall be in writing. Any inquiries, requests for information, technical questions, clarifications, or additional information shall be directed to:	Kristi Thompson
	(678) 493-6000
	kthompson@cherokeega.com

B. Questions

B.1 Question Due Date/ Time	B.2 Question Requirements
<p>All Questions must be received by the County by the following date and time:</p> <p style="text-align: center;">4/30/2014 10:00:00 AM</p>	<p>All questions concerning this RFP shall reference the RFP number, section number, and paragraph (emailed questions shall also reference RFP number, section number, and paragraph in the subject line) and provide an email contact for acknowledgement. Questions and responses regarding the scope of the proposal will be provided to all prospective Proposers by issuance of an Addendum posted on the County's website. All questions shall be received by the County's Purchasing Department no later than the scheduled date.</p>
<p>B.3 Receipt of Questions by the County</p> <p>Questions will not be considered received by the County until the County issues an email acknowledgement of receipt to the Proposer. It is the Proposer's responsibility to ensure that the County has received the question and that an acknowledgement has been sent verifying receipt.</p>	
B.4 Answers to Questions	
<p>The County shall coordinate all questions and requests for information and provide written answers via formal Addenda, posted to this project's webpage at http://www.cherokeega.com/applications/bids-rfps/.</p>	

General RFP Information

3.1.4 Addendum

- A. The County may modify the RFP from time to time during the open period of the RFP process. All addenda will be posted on the County website. Proposers are encouraged to monitor the website on a frequent basis to stay updated on the RFP as the County reserves the right to modify any and all aspects of this RFP up to the date that an award is made. It is the Proposer's responsibility to ensure that they have read and followed any additional requirements issued through addenda issued on the website.
- B. Proposals must include the Addendum Acknowledgement Form (Found in the Attachments) to this RFP showing that all addenda issued for this RFP have been read and acknowledged.
- C. Suppliers wishing to receive information on future County procurement opportunities should visit the County's website for instructions on registering to receive regular updates of Cherokee County issued bids and proposals.
- D. Monitor Website for Addenda

3.2 Preparing the Proposal

3.2.1 Proposal Preparation

- A. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. There is a strong preference that proposers use the forms and space provided in their response to this proposal to ensure that proper credit is given for each response. Responses not on the County's provided form risk the possibility of deductions.
- B. Proposals shall be signed by an authorized representative of the Supplier. Failure to submit all information requested may result in the Procurement Director requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected as non-responsive. Mandatory requirements are those required by law or regulations, or are such, that they cannot be waived and are not subject to negotiation.
- C. Information which the Supplier desires to present but does not fall within any of the requirements of the RFP should be inserted at the end of the proposal and designated as additional material.
- D. All proposal documents must be one-sided and unbound, and printed on 8.5"X11" paper. The proposal package submitted must contain completed versions of all the documents and worksheets.

3.2.2 The Proposal Package

- A The proposal must include completed versions all of the County's Standard forms in addition to any additional submission requirements included in the RFP package, including, but not limited to, forms, worksheets, samples, plans, et cetera. Please use the tables below as a guide for completing your proposal package. The tables are meant to act as only a reference. Any requirements provided as part of the proposal package must be submitted to the County even if they are not referenced in the tables below.

General RFP Information

Standard County Forms	Location in RFP	Standard County Worksheets	Location in RFP
E-Verify	Attachment A		
Business References	Attachment B		
Non-Collusion Affidavit	Attachment C		
Addenda Acknowledgement	Attachment D		
Exceptions to County Contract	Attachment E		

Additional Forms/WorkSheets	Location	Documents, Samples, Plans, Other Submissions
		Trail Design and Construction Plan
		Map of the Trail Design

- B** Proposals must be submitted to the County in a sealed envelope clearly marked on the outside with the RFP number, RFP title, due date and time.
Proposals are to be mailed or hand delivered to the address above. Proposals must include the RFP number on the address label. Cherokee County will not be responsible for opening any proposals not appropriately marked.
- C** Proposals will not be accepted by fax or email without the written permission of the Director of Procurement & Risk Management. Proposals not containing all of the required documentation and forms may be determined "non-responsive".
- D** Proposals must be complete in all aspects, modifications to the specifications, forms, or terms will not be permitted. Failure to complete the required forms and documents before submission may render the RFP non-responsive and remove the Proposer from consideration for award.
- E** Only the forms included in the RFP will be accepted. Use of other forms may result in the proposal being deemed "non-responsive" and the Proposal may be disqualified.

3.3 Submitting the Proposal

3.3.1 Mailing Address and Time

Proposals must be mailed or hand delivered to the following address at the following time. The proposal must include all of the requirements listed in this RFP.

Mailing Location	Date
2014 -48	5/6/2014
Cherokee County Department of Procurement Administrative Building 1130 Bluffs Parkway Canton, GA 30114	Time
	2:00:00 PM

3.3.2 Originals and Copies Required

The proposal must include **1** original proposal(s).
Additionally, the County requires that **3** copies be submitted.

General RFP Information

3.4 Proposer's Acknowledgement

The Proposer, by submitting a Proposal represents that:

- 3.4.1 The Proposer has read and understands the entire Request for Proposal document and all of its attachments and addendum and the proposal is made in accordance with all of the requirements and expectations contained therein; and
- 3.4.2 The Proposer is familiar with the local conditions under which the awarded Vendor and proposed services and/or products must perform. The Proposer possesses the capabilities, resources and personnel necessary to provide efficient and successful service to the County; and
- 3.4.3 The Proposer has made all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County upon which the Proposers will rely. If the Proposer receives an award, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Proposer for additional compensation or relief.

3.5 Award

Award will be made to the proposer offering the best value as determined by the County. The County may make such investigations as it deems necessary to determine the ability of each proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

Section 4: Proposal Terms and Conditions

4.1 County Assumes No Contractual Obligation During the Procurement Process

The County assumes no contractual obligation from: the issuance of this RFP, the preparation or submission of a proposal by a Supplier, the evaluation of a proposal, or the selection of finalists. Additionally, no work may begin, nor is the County liable for any costs whatsoever, until the contract has been duly signed and certified by the appropriate parties.

4.2 Supplier's Submission of a Proposal Constitutes a Contractual Offer to the County

4.2.1 Submission of a response (completed, signed and returned) shall constitute an offer to provide the goods and/or services specified by the Supplier, at the prices stated in the proposal, in accordance with the terms and conditions of the County's Contract and the terms and conditions of this RFP. Upon receipt of a proposal, it is understood that the proposer has reviewed the documents with the understanding that Cherokee County requires that all agreements between the parties must be entered into via these

General RFP Information

documents. The offer must provide all information requested and must address all requirements. Suggested exceptions to requirements and Contract modifications, while allowed, are discouraged. Failure to enter into a contract with the County within 60 days may allow the County to render the proposal non-responsive.

4.2.2 If any exceptions are taken to any part of the RFP or contract, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the County's Contract in its entirety. The County reserves the right to reject all exceptions and award the contract to suppliers who agree to the County's terms and conditions. The County further reserves the right to modify the terms and conditions of its standard contract as needed. Upon County's written acceptance of the contract, County may order from Supplier and pay for, at the agreed prices, all articles specified and delivered.

4.2.3

When received, all proposals and supporting materials, as well as correspondence relating to the RFP, shall become the property of Cherokee County.

4.3 Proprietary Information

As Required by the Georgia Open Records Act, information submitted as part of the proposal may be made available for public inspection upon request. Information submitted as part of a RFP and considered to be a trade secret under Georgia Law is exempt from public inspection provided that the entity submitting the proposal also submit and attach an affidavit identifying and affirmatively declaring that specific information in the records constitutes a trade secret. Data or information so identified will remain confidential to the extent allowed by law and will be used by Cherokee County personnel solely for the purposes of evaluating proposals and conducting contract negotiations. It is the Proposer's responsibility to affirmatively protect any rights to proprietary information submitted to the County through the proposal process.

4.4 Cost of Proposal Preparation

Any and all costs associated with preparing a response to this RFP will be solely borne by the Supplier and those costs shall not be reimbursed by the County.

4.5 Restrictions on Communication

4.5.1 All communication with Cherokee County during the open period (issuance to Board approval of the Contract) of this solicitation shall be directed to the County's Procurement Department in writing.

4.5.2 Individuals or businesses participating in the procurement process are strictly prohibited from initiating or continuing any communication regarding a solicitation with any County employees or representative without the express written permission of the Purchasing Agent responsible for the oversight of this RFP. Any unauthorized communication that gives the impression of compromising the competitive process will lead to immediate disqualification of the offending party.

General RFP Information

4.6 Proposal Withdrawal and/or Modification

4.6.1 The Supplier shall give notice in writing of his claim of right to withdraw his bid due to an error within two (2) business days after the date of final submission to the County. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

4.6.2 No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

4.7 Right to Reject Any and All Proposals/Right to Waive Immaterial Deviations

The County reserves the right to reject any or all proposals, to waive irregularities, informalities, or technicalities, and to make a selection and final award as deemed to be in the best interest of the County. The County further reserves the right to reject the proposal of any business or organization that has previously failed to perform properly or complete contracts of a similar nature in a timely manner, or who upon investigation shows is not in a position to perform the contract.

4.8 County's Right to Amend and/or Cancel

Cherokee County reserves the right to amend or cancel this solicitation at any time prior to award. Amendments will be made in writing and publicly posted as one or more addenda on the Cherokee County Website. Suppliers are responsible for reviewing all addenda and making any necessary or appropriate changes and/or additions to their responses.

4.9 Option to Select Multiple Proposals

If this box is marked, this section is N/A

X

N/A

N/A

General RFP Information

4.10 Interview/Demonstration

The Selection Committee may invite any number of the Proposers to interview, if necessary. The number of Proposers interviewed will be at the sole discretion of the Selection Committee. Cherokee County reserves the right to make a selection based solely upon review of the submitted written Proposals and may elect NOT to conduct interviews with any of the Proposers.

4.11 Proposal Duration

Proposals submitted in response to this RFP shall be a firm offer and the specifications and pricing submitted shall remain valid for a period of 90 days from the proposal submission deadline.

4.12 Subcontractors

Suppliers whose proposal will include the use of subcontractors must identify the aspects of the project that they intend to subcontract.

4.13 Contractor Responsibility

The Contractor is responsible for furnishing and delivery of all Property included in this Agreement, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.

Specifications and Statement of Work

The following specifications represent the minimum standards the County has identified as acceptable for the design and construction of a trail at the Roger Garrison Law Enforcement Training Facility. Please submit your trail design and construction plan. At a minimum address how your plan will meet

- 1 Proposal must include information related to the design and construction of the trail - **Please include your design plan for the trail as well as a construction plan that identifies how you will implement your design into the current landscape. Please describe the aspects of your design that you believe make your trail unique and the best fit for the training facility.**
- 2 The trail must be multi use for both biking and running/walking - **How does your trail cater to both pedestrians and bicyclists? What features of your trail design are specialized for runners or bikers? How does your trail allow bikers and runners to use the trail simultaneously?**
- 3 The trail should incorporate as much of the natural landscape and foliage as possible - **What aspects of your design incorporate the natural landscape?**
- 4 The trail must be 2.3 miles in length.
- 5 Construction must have final completion no later than September 30, 2014 (County FY14 end).

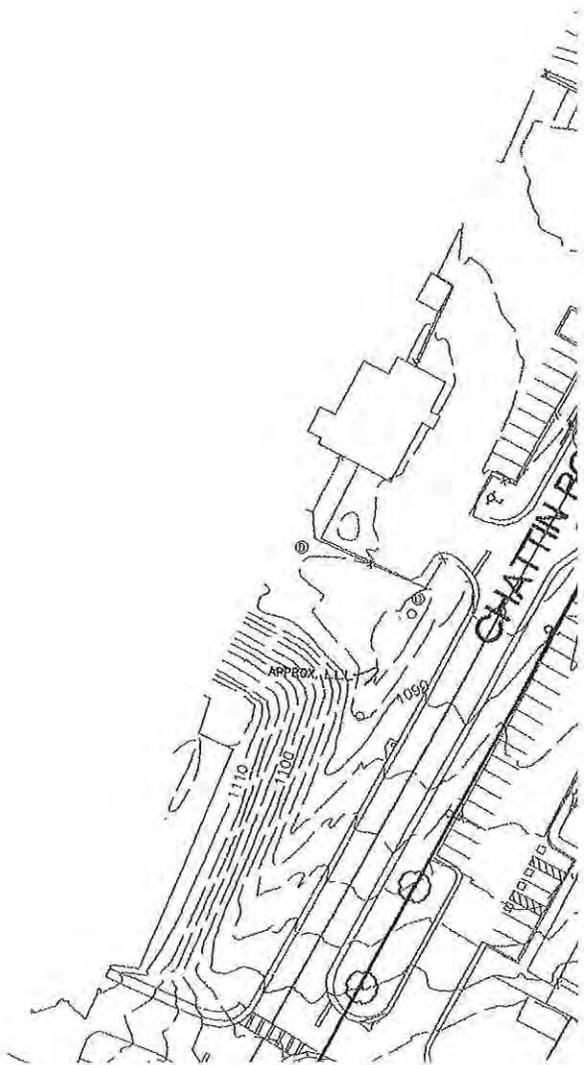
Evaluation Criteria

The list below provides an overview of the evaluation factors and their weight. These criteria will serve as the basis for which the County's evaluation team selects a winning proposal. The evaluation team will consider each element of the Evaluation Form and supporting documents as part of its evaluation. The percentage next to the criteria indicates the percentage of weight that criteria carries over the evaluation as a whole. Proposers should respond to each element with as much detail and accuracy as necessary to completely address each section. Answers that are not clear and concise or fail to accurately answer the question may receive fewer points than answers deemed above average in competency.

Review and ranking of the proposals will be made on the Proposer's ability to address the criteria set forth in the RFP. Negotiations, if deemed necessary, may be conducted with the proposers who are determined to be qualified and in the competitive range.

Criteria	Weight (%)	
Cost Proposal	50.00%	Scoring for this criteria will be based on the proposal offering the best value at the lowest overall price.
Statement of Work Questionnaire	40.00%	Scoring for this criteria will be based on the Design submitted with the proposal, the suppliers business references, and past performance based on similar projects.
Incorporation of Trail into Current Landscape	10.00%	Scoring for this criteria will be based on how the design blends with the current landscape with minimal disturbance to the current landscape.

Total	100.00%
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Cherokee County
Procurement & Risk Management Department
1130 Bluffs Pkwy, Canton, GA 30114
Ph: 678-493-6000 ** Fax: 678-493-6035

Cherokee County Request for Proposal
ADDENDUM ONE

Solicitation: 2014-48: Bike/Run Trail
Release Date: 4-24-2014

The RFP documents contain a conflicting time for the mandatory Pre-Proposal Meeting on April 28, 2014. Page 3 of the RFP documents is incorrect; page 4 Section 3.1.2(a) is correct. The Pre-Proposal Meeting date is April 28, 2014 at 3:30PM local time. The Pre-Proposal Meeting is mandatory for anyone wanting to submit a responsive Proposal.



Cherokee County
Procurement & Risk Management Department
1130 Bluffs Pkwy, Canton, GA 30114
Ph: 678-493-6000 ** Fax: 678-493-6035

Cherokee County Request for Proposal
ADDENDUM TWO

Solicitation: 2014-48: Bike/Run Trail
Release Date: 5-1-2014

The following questions were received and have been answered:

1. Is there a maximum allowable grade for the trail surface?
No.
2. What are the E-Verify requirements for the contractor?
Any contractor employing more than one (1) employee (yourself) must register with the federal E-Verify Program and participate in it during the term of the Contract. More information regarding E-Verify is provided on the County's website under the Finance Department page "Forms and Documents".
3. Does the trail layout need to follow the existing site plan, or can the trail be routed through the property as necessary?
This is a design build project, therefore the contractor is free to choose a different path around the property other than that shown on the plan.

Cost Proposal

2014-48: Roger Garrison Law Enforcement Training Center Trail

Company Name KENNETH Nix
Contact Person Ken Nix
Contact Phone# 404-402-3990
Contact Email 930time@gmail.com
Contact Address 113 Holly Creek Ct. Woodstock, GA 30188

Provide pricing for the design AND construction of the Project which meets all the specifications.

TOTAL LUMP SUM AMOUNT: \$ 46,147.00

Please provide a detailed list of itemized project costs (design, construction items and quantities,

- 1 \$ 1,214.00 Design + Layout Trail
- 2 \$ 8,200.00 Machine Time
- 3 \$ 2,500.00 Bridges Material + Labor
- 4 \$ 1,450.00 Fuel
- 5 \$ 32,783.00 Labor
- 6 _____
- 7 _____
- 8 _____
- 9 _____
- 10 _____
- 11 _____
- 12 _____

Use additional sheets if needed.

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

777271

Federal Work Authorization User Identification Number

5-1-2014

Date of Authorization

KENNETH Nix

Name of Contractor

2014-48: LETCO Trail

Name of Project

Cherokee County BOC

Name of Public Employer

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

Executed on MAY 5, 2014 in
WINDSTOCK (city),
GA (state).

Kenneth Nix

KENNETH Nix

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 5th
DAY OF May, 2014.

[NOTARY SEAL]

Lisa Garrison



Business References

Please provide a minimum of **3** business references on the form below. Letters of reference are not needed but can be included separately in the proposal. Failure to list references on this form and provide all requested information may result in the Proposal being deemed "non-responsive".

- 1 Company Name: SORBA - WOODSTOCK
 City/State: WOODSTOCK GA
 Contact Name: JAY Wilkes
 Phone: 678-520-6476
 Email: PRESIDENT@SORBAWOODSTOCK.ORG
Project Description: ROPE MILL TRAIL SYSTEM

- 2 Company Name: SORBA-EMBA
 City/State: ELLIJAY, GA
 Contact Name: TERRY PALMER
 Phone: 706-515-5521
 Email: _____
Project Description: PINHOKE TRAIL SYSTEM

- 3 Company Name: CARTECAY BIKE SHOP
 City/State: ELLIJAY GA
 Contact Name: MIKE
 Phone: 706-273-8753
 Email: MIKE@CARTECAYBIKES.COM
Project Description: REFERENCE

Non-Collusion Affidavit

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

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

I state that KENNETH NIX understands and acknowledges that
(Name of Company)

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

Kenneth Nix
Signature

KENNETH NIX
Printed Name

OWNER
Title

5-5-2014
Date

Sworn to and subscribed before me this 5th
day of May, 2013 2014

Lisa Garrison
(Notary Public)

[SEAL REQUIRED]

My Commission Expires:



Addendum Acknowledgement

The County will occasionally issue addenda to their RFPs on the County website. Addenda issued by the County may alter the original requirements of the RFP by adding additional requirements, modifying the Statement of Work or Evaluation Questions, or changing important dates. The Supplier is responsible for monitoring the County's website for addenda related to this RFP and making sure their proposal is responsive to the requirements of the RFP.

Please use the form below to acknowledge that you have read and agree to the addenda that has been posted by the County. If no addenda has been issued, please check the box indicating that no Addenda has been issued and include this form with your RFP

PROPOSER acknowledges receipt of the following addenda (as applicable):

Addendum Number: <u>1</u>	Date: <u>4-24-2014</u>
Addendum Number: <u>2</u>	Date: <u>5-1-2014</u>
Addendum Number: _____	Date: _____

(Name of Bidder) Kenneth Niy
By: Kenneth Niy
Title: Owner

Exceptions to the County Contract

In the form below, please provide any exceptions your business may have to the terms and conditions of the Cherokee County Contract included in the RFP solicitation and included in the supporting documents section for this RFP on the County's website, or included herein.

The County is under no obligation to accept exceptions or modifications suggested by the Supplier (or any Third Parties/subcontractors), and any exceptions or modifications may be considered during evaluation and may result in rejection. If the Supplier (or any Third Parties/subcontractors) does wish to suggest exceptions or modifications, all such exceptions or modifications must be submitted with the Offer. Offers, including suggested exceptions to requirements and Contract modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative.

Please Note: All exceptions to the County's contract must be listed on the provided forms. Only those exceptions that are listed on the forms provided will be evaluated. Any material exceptions may result in the rejection of the proposal and the Supplier will not receive further consideration.

Section Title, Heading, Letter or Number:	
Current Term/Condition:	NONE
Alternative Contract Language Proposed	

Section Title, Heading, Letter or Number:	
Current Term/Condition:	
Alternative Contract Language Proposed	

Signatures	
Proposers Authorized Representative:	KENNETH Nix
Title:	OWNER
Date:	5-5-2014

Rodger Garrison Law Enforcement

Bike/Run Trail

Design/Construction Proposal

Prepared by

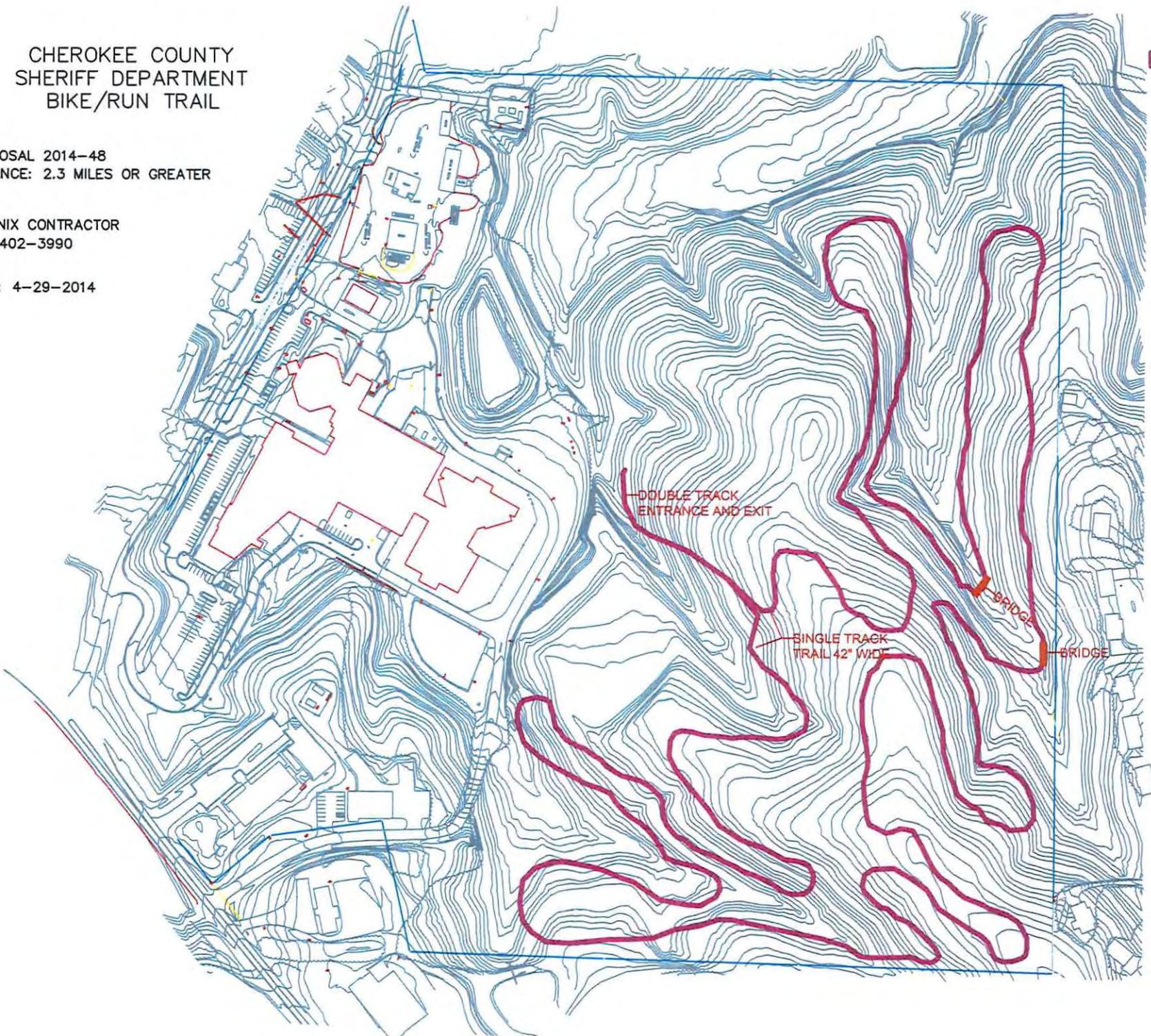
Kenneth Nix

CHEROKEE COUNTY
SHERIFF DEPARTMENT
BIKE/RUN TRAIL

PROPOSAL 2014-48
DISTANCE: 2.3 MILES OR GREATER

KEN NIX CONTRACTOR
404-402-3990

DATE: 4-29-2014



Trail Design:

Not less than 2.3 miles of multi-use trail utilizing contour alignment. Approximately 520 feet of 60 inch wide entrance/exit to a single loop 42 inch wide bi-directional trail. Two bridges near the east boundary and 20 feet of rock armor near the south boundary with the possibility of more. The trail will be designed for bikes to travel in one direction with runners traveling in the opposite direction. A trail head will be constructed at the end of the entrance/exit segment to establish directions for users.

Finished trail will be constructed to these specifications.

- A. A 60 inch wide entrance/exit trail with good sight lines for users.
- B. A 42 inch wide trail bed with 3 to 5 percent out-slopes and back cuts.
- C. Radius turns with 25 foot minimum diameter.
- D. Climbing grades not to exceed 10 percent.
- E. Design will incorporate best practices for water management.
- F. Bridges will be a minimum 48" wide constructed of treated wood using not less than three 4" X 10' stringers with 2" X 6" top decking. They will be placed on concrete supports on each end.

Construction method.

- A. Trail route will be flagged.
- B. A 4 foot wide trail corridor will be cleared removing under brush, leaves and debris leaving the trail appearing as natural as possible.
- C. The trail will be constructed with a mini-excavator , mini-skid steer and hand tools.

Summary

My experience with the building and maintenance of trails at Blankets Creek, Rope Mill, Pinhoti trail system and Bull Mountain make me believe this will be the best trail design for the sheriffs bike/run physical fitness trail. I have 15 plus years experience mountain biking having ridden on a variety of different trails in several states. The combination of the two, biking and building will give you a design that provides both runners and bikers a challenging but fun trail system.



Cherokee County, Georgia Agenda Request

SUBJECT: SAVE Program Amended MOA

MEETING DATE: 6/3/2014

SUBMITTED BY: Steven B. McClure

COMMISSION ACTION REQUESTED:

Approve the amended Memorandum of Agreement (MOA) between Cherokee County and DHS-USCIS enhancing the Systematic Alien Verification for Entitlements (SAVE) Program which allows the county to verify citizenship and immigration status information to determine eligibility for specified public benefits.

FACTS AND ISSUES:

Cherokee County entered into its current MOA with DHS-USCIS on May 22, 2009 to comply with state law regarding the verification of eligibility for the provision of public benefits granted by the county. Specifically, O.C.G.A. § 50-36-1(b) and (k), "...every agency or political subdivision shall verify the lawful presence in the United States under federal immigration law of any applicant for public benefits" and "[i]t shall be unlawful for any agency or political subdivision to provide or administer any public benefit in violation of this Code Section."

In the last year, three additional benefits were interpreted to fall under the requirement for SAVE verification: 1- Home Program Grants, 2- Health Benefits, and 3- Retirement Benefits. The attached amended MOA was developed by Jarrard - Davis to add these benefits to the list of benefits included for verification and compliance purposes.

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:

Authorize the Board Chair to sign the amended Memorandum of Agreement.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

MEMORANDUM OF AGREEMENT

BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,
AND
CHEROKEE COUNTY, GEORGIA

STATE OR LOCAL GOVERNMENT AGENCY

I. PARTIES.

The parties to this Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the **Cherokee County, Georgia**. (User Agency).

II. AUTHORITY.

The authorities governing this MOA include, but are not limited to, the following:

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended.

Privacy Act, 5 U.S.C. § 552a, as amended.

The Inter-Governmental Cooperation Act, 31 U.S.C. § 6501, et. seq. as amended.

Cherokee County, GA., Code of Ordinances §§ 6-6, 18-36 to 18-64, 18-112 to 18-114, 18-141, 18-166, 18-203, 18-237, 18-281, 18-301, 18-362, 66-38, 66-88, as amended.

Ga. Code Ann. § 36-1-11.1, as amended.

Ga. Const. Art. IX, § 2 Par. 3(a)(14).

Ga. Code Ann. § 50-36-1, as amended.

42 USC § 12742, as amended.

42 USC § 12746, as amended.

42 USC § 5303, as amended.

42 USC § 5305, as amended.

Pursuant to the requirements of OMB Circular A-97, which establishes the President's guidelines for implementing the Intergovernmental Cooperation Act, 31 U.S.C. Section 6501, et. seq., as amended, the User Agency certifies that it cannot procure the immigration status verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

III. PURPOSE.

The purpose of this MOA is to establish the terms and conditions governing the participation of the User Agency to provide the specified benefit in the DHS-USCIS Systematic Alien Verification for Entitlements (SAVE) Program for the purpose of verifying citizenship and immigration status information of non-citizen and naturalized or derived U.S. citizen applicants (applicant) applying for *Alcohol Licenses, Peddler/Solicitor Licenses, Amusements Activities Licenses, Occupational Tax, Pawnshop Licenses, Pool Room Licenses, Massage Practitioner Licenses, Precious Metal Dealer Licenses, Adult Entertainment Establishment Licenses, Ambulance Franchise Licenses, Wrecker Licenses, Taxi/Limousine Licenses, Community Block Grants (CDBG), Home Program Grants, Retirement Benefits, and Health Benefits* (benefit). The limited data will be provided to the User Agency by an:

- 1) Initial response (initial verification) by SAVE to an on-line inquiry by the User Agency; and
- 2) Additional verification procedures where applicable; or
- 3) A response to a properly submitted Form G-845.

IV. RESPONSIBILITIES.

A. DHS-USCIS agrees to:

- (1) Maintain and make available to the User Agency in limited part and manner determined by DHS-USCIS after consultation with the User Agency, an immigration and naturalized or derived citizenship status information verification system under the SAVE Program known as the Verification Information System (VIS);
- (2) Respond through VIS to properly submitted verification requests from the User Agency by providing the limited information noted in point (1) of **PURPOSE** immediately above;

(3) Process and respond to properly submitted additional verification requests submitted by the User Agency through VIS or on Form G-845. Response time may vary, depending on DHS-USCIS workload, resources available to process additional verification requests, and the applicant's specific circumstances;

(4) Provide to the User Agency operating instructions necessary to use VIS so that the User Agency can designate Users within the agency;

(5) Provide to the User Agency SAVE Program point of contact information for questions or problems regarding the User Agency's participation in SAVE;

(6) Provide access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration status information;

(7) Provide the User Agency access to Form G-845, and other forms and/or supplements as appropriate, which may be reproduced and/or computer generated without prior DHS-USCIS approval;

(8) Recover no more than its actual costs. The total estimated cost of the agreement is specified on the attached USCIS Anticipated Collections from Non-Federal Sources Addendum. The User Agency certifies that it has obligated at least the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum to pay for its SAVE usage. DHS-USCIS shall notify the User Agency's designated Point of Contact (POC) in writing when the amount paid plus what is owed for unpaid usage equals 80 percent of the estimated total costs. DHS-USCIS will not provide services that would result in the amount paid plus the amount owed for unpaid usage exceeding the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum. In this instance, DHS-USCIS will be excused from further performance of the work unless and until the User Agency's authorized official increases estimated total cost of this agreement by modification pursuant to provision VIII of this MOA;

(9) Submit invoices to the User Agency's payment office at the address specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and

(10) Promptly initiate year-end and closeout adjustments once final costs are known.

B. User Agency agrees to:

(1) System Use.

- (a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;
- (b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;
- (c) Provide to the SAVE Program the information the SAVE Program requires to respond to User Agency requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;
- (d) Ensure that, prior to using VIS, all Users performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA as updated;
- (e) Ensure that User Agency representatives are provided with and maintain User Ids only while they have a need to perform verification procedures;
- (f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, and this MOA, and updates to these requirements;
- (g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance;
- (h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the User Agency initiates a request for verification;
- (i) Use any information provided by DHS-USCIS under this MOA solely for the purpose of determining the eligibility of the persons applying for the benefit who are potential recipients of the benefit issued by the User Agency and limit use of such information in accordance with this and all other provisions of this MOA;
- (j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;

(k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this MOA and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;¹

(l) Comply with the Privacy Act, 5 U.S.C. Section 552a, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this MOA, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA;

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS (see attachment 1: Fact Sheet, which is subject to revision and reposting on the SAVE Website and Online Resources) so that such individual may correct their records in a timely manner, if necessary;

(o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the User Agency's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

(2) Monitoring and Compliance.

(a) Provide the SAVE Program and SAVE Monitoring and Compliance with the current e-mail, U.S postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that may arise in connection with the User Agency's participation in SAVE and with notification of changes in the benefit offered by the User Agency;

(b) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe a violation of this MOA has occurred;

¹ Each applicant seeking access to information regarding himself/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting such requests may be found on the Freedom of Information/Privacy Act page of www.uscis.gov.

(c) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe an information breach has occurred as a result of User Agency action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information";

(d) Allow SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the User Agency, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(e) Allow SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;

(f) Allow SAVE Monitoring and Compliance to perform audits of User Agency's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow SAVE Monitoring and Compliance to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;

(h) Allow SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this MOA, SAVE Program procedures or other applicable law, regulation or policy.

(3) Reimbursement.

(a) Pay the transaction prices provided in the attached current standard billing rates, which along with methods of payment are subject to change upon prior written notification to the User Agency. Each year, the User Agency will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation upon execution of the attached USCIS Anticipated Collections from Non-Federal Sources Addendum;

(b) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each

invoice. Regardless of payment type, the User Agency will clearly indicate the High Level Identifier with remittance;

(c) If the User Agency pre-pays for its usage, it shall submit the entire committed amount before being allowed access to VIS; and

(d) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. Section 3701. Interest on all unpaid balances shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at monthly rates of \$5.00 for each of the first two months of delinquency and \$10.00 for each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late payment, the amount received will be applied in this sequence: (1) to any accrued penalty and handling charges; (2) to any accrued interest; and (3) to outstanding principal. Failure to make timely payment may result in termination of services.

V. POINTS OF CONTACT.

USCIS SAVE Program MS 2620, U.S. Citizenship and Immigration Services,
Department of Homeland Security, Washington, DC 20529-2620, (888) 464-4218,
Attn: SAVE Operations. E-mail: SAVEregistration@dhs.gov.

USCIS SAVE Monitoring and Compliance MS 2640, U.S. Citizenship and Immigration
Services, Department of Homeland Security, Washington, DC 20529-2640,
(888) 464-4218. E-mail: SAVE.monitoring@dhs.gov.

USER AGENCY- Steven B. McClure, Director of Human Resources, 1130 Bluffs
Parkway, Canton, Georgia 30114, 678-493-6020. E-mail: smclure@cherokeega.com.

VI. OTHER PROVISIONS.

(A) MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA.

(B) Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration status information,

but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the responsibility to determine the applicant's eligibility for the benefit.

(C) Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

(D) Third Party Liability.

(1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

(E) Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between the DHS-USCIS program office and the User Agency point of contact should be provided in writing to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

(F) Conflicts. This MOA, its attachments and addenda constitute the full MOA on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA, will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA, i.e., the USCIS Anticipated Collections from Non-Federal Sources Addendum, and standard billing rates.

(G) Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations,

this MOA may be immediately canceled without providing the 30 day notice period referenced in Section IX.

(H) Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

(I) Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

VII. EFFECTIVE DATE.

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

VIII. MODIFICATION.

(A) This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA and the attached USCIS Anticipated Collections from Non-Federal Sources Addendum constitute the complete MOA between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement; and

(B) The User Agency may accomplish a unilateral administrative modification to add funds to the MOA, and either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (i.e., agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

IX. TERMINATION.

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User Agency or a failure by the User Agency to comply with established procedures or legal requirements, including but not limited to failure to pay.

Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

The foregoing, in conjunction with the referenced and incorporated attachments, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.

Alissar Rahi
Chief, SAVE Program
U.S. Citizenship and Immigration Services
Department of Homeland Security

L.B. "Buzz" Ahrens
Chairman
Board of Commissioners
Cherokee County, Georgia

Date

Date



Fact Sheet

Information for Applicants: Verification of Immigration Status and How to Correct Your Record with USCIS

Many federal, state and local agencies verify the immigration status of benefit applicants to ensure that only qualified aliens or naturalized and derived citizens receive benefits. These agencies verify immigration status by using the Systematic Alien Verification for Entitlements (SAVE) Program of the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS).

The benefit-granting agency has submitted your information to the SAVE Program for verification. Because the SAVE Program cannot confirm your immigration status after completion of a process that includes the agency providing USCIS with a copy of your immigration documentation, you must be given an opportunity to correct your records with USCIS and reapply for the benefit and/or appeal the denial of the benefit. Please note that there are a number of reasons why the SAVE Program may not be able to verify your immigration status. The inability of the SAVE Program to verify your status does not necessarily mean that you are not authorized to be in the United States or are ineligible to receive the benefit for which you applied.

If you believe that the SAVE Program response to the benefit-granting agency did not provide accurate information about your actual immigration status and/or you need to make corrections to your immigration record, please contact USCIS by using one of the following methods:

1. Schedule an appointment for an in-person interview at a local USCIS office. You may schedule an appointment at a local USCIS office at the InfoPass website, <http://infopass.uscis.gov>, or by calling the National Customer Service Center, **1-800-375-5283**. Scheduling an appointment is the fastest way to correct your records. We recommend that you bring to your appointment this Fact Sheet, documentation evidencing your immigration status, and any information provided by the benefit-granting agency concerning why your immigration status makes you ineligible to receive the benefit.

2. Submit a request in writing. If you know the information that needs to be corrected in your record, you may submit a request to correct your records to the Freedom of Information Act/Privacy Act (FOIA/PA) Office at the following address:

Privacy Act Amendment
U.S. Citizenship and Immigration Services
National Records Center
FOIA/PA Office

P.O. Box 648010
Lee's Summit, MO 64064-8010

We recommend that you include the following information in your submission, if available:

- State that you were denied benefits
- Information that is inaccurate
- Proposed change(s) to the record
- Date and place of birth
- A return address
- Copies of your immigration /naturalization status documents
- Reason it is inaccurate
- A-File number and/or the full name
- Notarized signature of the applicant
- Other information that may assist in locating the record

If you do not know the information you need to correct, you may submit a written request to obtain your records by submitting Form G-639, *FOIA/PA Request*. This form is available from the nearest USCIS office or online at <http://www.uscis.gov/files/form/g-639.pdf>. You should use the address specified above, but mark the envelope "*Privacy Act Request*" rather than "*Privacy Act Amendment*."

SAVE Program Transaction Charges

SAVE Price Structure

For verification services, SAVE assesses charges based upon number and type(s) of transactions. An electronic initial verification query incurs a base transaction charge. Certain access methods allow an opportunity to edit or correct the initial electronic query information, known as a "retry." If an initial query or a "retry" requires additional verification, an additional transaction charge is assessed. The electronic third step is free of charge.

Agencies submitting paper G-845s, without a verification case number (not electronically initiated), will be charged \$2.00 per case.

Current transaction charges are listed in the table below.

SAVE Price Structure (Effective October 1, 2008)

Query Method	Initial Verification	Retry * (optional)	Additional Verification	Electronic Third Step	Paper G-845	Total Maximum Charge **
Electronic Access ***	\$0.50	\$0.50	\$0.50	No Charge	N/A	\$1.50
Paper G-845	N/A	N/A	N/A	N/A	\$2.00	\$2.00

N/A = Not Available

* Retry is available to select user access methods.

** Total Maximum Charge based on proper use of the system.

*** Electronic Access includes Web Access, Web Services and Batch.

Note: A minimum monthly service transaction charge of \$25.00 is automatically billed to agencies with query activity during the month, but whose SAVE Program query volume charge totals do not exceed \$25.00. No charge will be assessed if a user account remains idle during any given month.



Anticipated Collections Addendum from Non-Federal Sources

Please provide the information requested in the table below. This information will be used to complete your Memorandum of Agreement (MOA). See Page 2 for additional instructions and an explanation of terms.

1. Agency Information	
Agency Name:	Cherokee County Board of Commissioners, GA
Tax Identification Number (TIN):	58-6000799
Data Universal Numbering System (DUNS) or Business Partner Network (BPN) Number:	101493158
2. Billing (Accounts Payable) Point of Contact (POC) Information	
Name:	Janelle Funk
Phone Number (XXX-XXX-XXXX):	678-493-6025
Fax Number (XXX-XXX-XXXX):	678-493-6013
E-mail Address:	jjfunk@cherokeega.com
Address:	1130 Bluffs Parkway
Address (2nd line):	
City, State, Zip Code:	Canton, GA 30114
3. Customer Payment and Budgeting Information	
Purchase Commitment Number:	
Payment Method:	Check
Amount Obligated (Budgeted):	400.00
Funds Expiration Date:	09/30/2014
4. Program POC	
Name:	Steven B. McClure
Phone Number (XXX-XXX-XXXX):	678-493-6020
E-mail Address:	smcclure@cherokeega.com

This addendum will commence as soon as all signatures are obtained in accordance with the Memorandum of Agreement. Both parties must agree to any amendments prior to their implementation in accordance with the Memorandum of Agreement.

Steven B. McClure
Director of Human Resources

11/18/13
Date

Alissar Rahi
Chief, SAVE Program, DHS USCIS

11-19-2013
Date

Internal SAVE Use ONLY
Agency High Level Identifier:

SLCC

MEMORANDUM OF AGREEMENT

**BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,
AND
CHEROKEE COUNTY, GEORGIA**

STATES OR LOCAL GOVERNMENT AGENCY

I. PARTIES.

The parties to this Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the **Cherokee County, Georgia** (User Agency).

II. AUTHORITY.

The authorities governing this MOA include, but are not limited to, the following:

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended.

Privacy Act, 5 U.S.C. § 552a, as amended.

The Inter-Governmental Cooperation Act, 31 U.S.C. § 1535, as amended.

Cherokee County, GA., Code of Ordinances § 6-6, 18-36-18-64, 18-112-18-114, 18-141, 18-166, 18-203, 18-237, 18-281, 18-301, 18-362, 66-38, 66-88, as amended.

GA. Code Ann. § 50-36-1, as amended.

Pursuant to the requirements of OMB Circular A-97, which establishes the President's guidelines for implementing the Intergovernmental Cooperation Act, 31 U.S.C. Section 6501, et seq., as amended, the User Agency certifies that it cannot procure the immigration status verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

III. PURPOSE.

The purpose of this MOA is to establish the terms and conditions governing the participation of the User Agency to provide the specified benefit in the DHS-USCIS Systematic Alien Verification for Entitlements (SAVE) Program for the purpose of verifying citizenship and immigration status information of non-citizen and naturalized or derived U.S. citizen applicants (applicant) applying for **Alcohol License, Peddler/Solicitor Licenses, Amusement Activities Licenses, Occupational Tax, Pawnshop Licenses, Pool Room Licenses, Massage Practitioner Licenses, Precious Metal Dealer Licenses, Adult Entertainment Establishment Licenses, Ambulance Franchises Licenses, Wrecker Licenses, Taxi/Limousine Licenses** (benefits). The limited data will be provided to the User Agency by an:

- 1) Initial response (initial verification) by SAVE to an on-line inquiry by the User Agency; and
- 2) Additional verification procedures where applicable; or
- 3) A response to a properly submitted Form G-845.

IV. RESPONSIBILITIES.

A. DHS-USCIS agrees to:

- (1) Maintain and make available to the User Agency in limited part and manner determined by DHS-USCIS after consultation with the User Agency, an immigration and naturalized or derived citizenship status information verification system under the SAVE Program known as the Verification Information System (VIS), which can be found at http://www.dhs.gov/xinfoshare/publications/gc_1185458955781.shtm#10;
- (2) Respond through VIS to properly submitted verification requests from the User Agency by providing the limited information noted in point (1) of **PURPOSE** immediately above;
- (3) Process and respond to properly submitted additional verification requests submitted by the User Agency through VIS or on Form G-845. Response time may vary, depending on DHS-USCIS workload, resources available to process additional verification requests, and the applicant's specific circumstances;
- (4) Provide to the User Agency operating instructions necessary to use VIS so that the User Agency can designate Users within the agency;
- (5) Provide to the User Agency SAVE Program point of contact information for questions or problems regarding the User Agency's participation in SAVE;

(6) Provide access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration status information;

(7) Provide the User Agency access to Form G-845, and other forms and/or supplements as appropriate, which may be reproduced and/or computer generated without prior DHS-USCIS approval;

(8) Recover no more than its actual costs. The total estimated cost of the agreement is specified on the attached USCIS Anticipated Collections from Non-Federal Sources Addendum. The User Agency certifies that it has obligated at least the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum to pay for its SAVE usage. DHS-USCIS shall notify the User Agency's designated Point of Contact (POC) in writing when the amount paid plus what is owed for unpaid usage equals 80% percent of the estimated total costs. DHS-USCIS will not provide services that would result in the amount paid plus the amount owed for unpaid usage exceeding the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum. In this instance, DHS-USCIS will be excused from further performance of the work unless and until the User Agency's authorized official increases estimated total cost of this agreement by modification pursuant to provision VIII of this MOA;

(9) Submit invoices to the User Agency's payment office at the address specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and

(10) Promptly initiate year-end and closeout adjustments once final costs are known.

B. User Agency agrees to:

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to User Agency requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for

automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using VIS, all Users performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA as updated;

(e) Ensure that User Agency representatives are provided with and maintain User Ids only while they have a need to perform verification procedures;

(f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, and this MOA, and updates to these requirements;

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance;

(h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the User Agency initiates a request for verification;

(i) Use any information provided by DHS-USCIS under this MOA solely for the purpose of determining the eligibility of persons applying for the benefit issued by the User Agency and limit use of such information in accordance with this and all other provisions of this MOA;

(j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;

(k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this MOA and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;¹

(l) Comply with the Privacy Act, 5 U.S.C. Section 552a, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this MOA, and in

¹ Each applicant seeking access to information regarding himself/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting such requests may be found on the Freedom of Information/Privacy Act page of www.uscis.gov.

safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA;

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS (see attachment 1: Fact Sheet, which is subject to revision and reposting on the SAVE Website and Online Resources) so that such individual may correct their records in a timely manner, if necessary;

(o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the User Agency's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

(2) Monitoring and Compliance.

(a) Provide the SAVE Program and SAVE Monitoring and Compliance with the current e-mail, U.S postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that may arise in connection with the User Agency's participation in SAVE and with notification of changes in the benefit offered by the User Agency;

(b) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe a violation of this MOA has occurred;

(c) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe an information breach has occurred as a result of User Agency action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information";

(d) Allow SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the User Agency, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(e) Allow SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy,

procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;

(f) Allow SAVE Monitoring and Compliance to perform audits of User Agency's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow SAVE Monitoring and Compliance to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;

(h) Allow SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this MOA, SAVE Program procedures or other applicable law, regulation or policy.

(3) Reimbursement.

(a) Pay the transaction prices provided in the attached current standard billing rates, which along with methods of payment are subject to change upon prior written notification to the User Agency. Each year, the User Agency will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation upon execution of the attached USCIS Anticipated Collections from Non-Federal Sources Addendum;

(b) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each invoice. Regardless of payment type, the User Agency will clearly indicate the High Level Identifier with remittance;

(c) If the User Agency pre-pays for its usage, it shall submit the entire committed amount before being allowed access to VIS; and

(d) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. Section 3701. Interest on all unpaid balances shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at monthly rates of \$5.00 for each of the first two months of delinquency and \$10.00 for

each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late payment, the amount received will be applied in this sequence: (1) to any accrued penalty and handling charges; (2) to any accrued interest; and (3) to outstanding principal. Failure to make timely payment may result in termination of services.

V. POINTS OF CONTACT.

USCIS SAVE Program, 490 L'Enfant Plaza East SW, Washington, DC Suite 7112, Washington, DC 20529-2620, (202) 358-7757, Attn: SAVE Operations. E-mail: SAVE.help@dhs.gov.

USCIS SAVE Monitoring and Compliance, 2461 S. Clark Street, Arlington, VA 22202, (703) 603-1818. E-mail: SAVE.monitoring@dhs.gov.

USER AGENCY- Mr. Steven B. McClure, 678-493-6020, smclure@cherokeega.com.

VI. OTHER PROVISIONS.

(A) MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA.

(B) Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration status information, but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the responsibility to determine the applicant's eligibility for the benefit.

(C) Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

(D) Third Party Liability.

(1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

(E) Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between the DHS-USCIS program office and the User Agency point of contact should be provided in writing to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

(F) Conflicts. This MOA, its attachments and addenda constitute the full MOA on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA, will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA, i.e., the USCIS Anticipated Collections from Non-Federal Sources Addendum, and standard billing rates.

(G) Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations, this MOA may be immediately canceled without providing the 30 day notice period referenced in Section IX.

(H) Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

(I) Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

VII. EFFECTIVE DATE.

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

VIII. MODIFICATION.

(A) This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA and the attached USCIS Anticipated Collections from Non-Federal Sources Addendum constitute the complete MOA between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement; and

(B) The User Agency may accomplish a unilateral administrative modification to add funds to the MOA, and either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (i.e., agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

IX. TERMINATION.

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User Agency or a failure by the User Agency to comply with established procedures or legal requirements, including but not limited to failure to pay.

Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

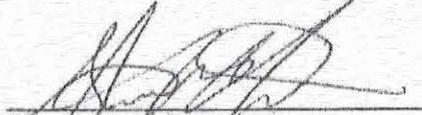
The foregoing, in conjunction with the referenced and incorporated attachments, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.



John E. Roessler
Chief, SAVE Program
U.S. Citizenship and Immigration Services
Department of Homeland Security

5/22/09
Date



Steven B. McClure
Director, Human Resources
Cherokee County BOC

5/15/09
Date



Program Registration Checklist

To be eligible for the SAVE Program, your agency must be authorized by law to verify immigration status. Please provide the information requested below so we may determine your agency's eligibility to participate in the SAVE Program. For more information about how to complete this checklist, please refer to page 2 of this document.

Return the completed Checklist and PDF copies of your agency's legal authorities to your SAVE Program Agency Manager via e-mail.

STEP 1: PROVIDE CONTACT INFORMATION

Type or legibly print the contact information requested below.

Agency Information	
Agency Name:	Cherokee County Board of Commissioners
Point of Contact (POC) Information	
Name:	Steven B. McClure
Mailing Address:	1130 Bluffs Parkway
P.O. Box / Suite Number	
City, State, Zip Code:	Canton, GA 30114
Phone Number (including area code):	(678) 493-6020
E-mail Address:	smcclure@cherokeeega.com

STEP 2: LIST LEGAL AUTHORITIES

For *each* benefit, license or authorized activity that your agency plans to verify through SAVE, please type or legibly print the information requested in Parts A, B and C below. See page 2 for more information.

- **Part A:** List the benefit(s), license(s) or other activities that your agency is authorized to administer and cite the **specific section** of the legal authority that authorizes your agency to administer **each** benefit, license or other activity.

Benefit	Legal Authority to Administer Benefit, License or Activity

- **Part B:** Cite the **specific section** of the legal authority that authorizes your organization to verify citizenship or immigration status of applicants pursuant to your administration of the benefit(s), license(s) or activity listed in Part A.

Legal Authority for the Verification of Citizenship / Immigration Status

- **Part C:** List **categories** of aliens, naturalized citizens, and/or derived citizens who are authorized to receive the benefit(s) or license(s) or are subject to the activity for which your agency is authorized to verify citizenship or immigration status.

Categories of Applicants

STEP 3: SUBMIT ELECTRONIC COPIES OF LEGAL AUTHORITIES

Provide an electronic copy of all legal authorities you have cited on this Checklist to your SAVE Program Agency Manager via email.



HOW TO LIST YOUR AGENCY’S LEGAL AUTHORITIES

What is a legal authority?

A legal authority is the federal statute, federal code, state statute, state code, administrative law, county or city code, or county or city ordinance that allows certain actions to be taken. For SAVE’s purposes, you must indicate the legal authority that allows your agency to:

1. Administer specific benefit(s) or license(s). **(Part A)**
2. Verify the citizenship or immigration status of applicants applying for the benefit or license. **(Part B)**

A category of applicant refers to the types of individuals to which your agency is authorized to administer benefits, licenses, or other activities and/or verify the citizenship or immigration status. Examples include, but are not limited to, non-immigrants, lawful permanent residents and refugees. **(Part C)**

Note: It is recommended that you consult your agency’s legal counsel for assistance.

• **Examples of Legal Authority to Administer Benefit (Part A)**

Example of Federal Authority:

Benefit	Legal Authority to Administer Benefit
Issuing US Merchant Mariner Credentials	46 USC 7302(a)(b) and 46 USC 7101(b)(c).

Example of State Authority:

Benefit	Legal Authority to Administer Benefit
Asbestos Abatement License	Oklahoma Statute Title, 40, § 452.

Example of Local Authority:

Benefit	Legal Authority to Administer Benefit
Gaming Licenses	Arizona Tribal-State Gaming Compact 2003, Section 5 (b)(1)(2)(3).

• **Examples of Legal Authority for the Verification of Citizenship / Immigration Status (Part B)**

Example of Federal Authority:

Legal Authority for the Verification of Citizenship / Immigration Status
46 USC 8103 (a)(b).

Example of State Authority:

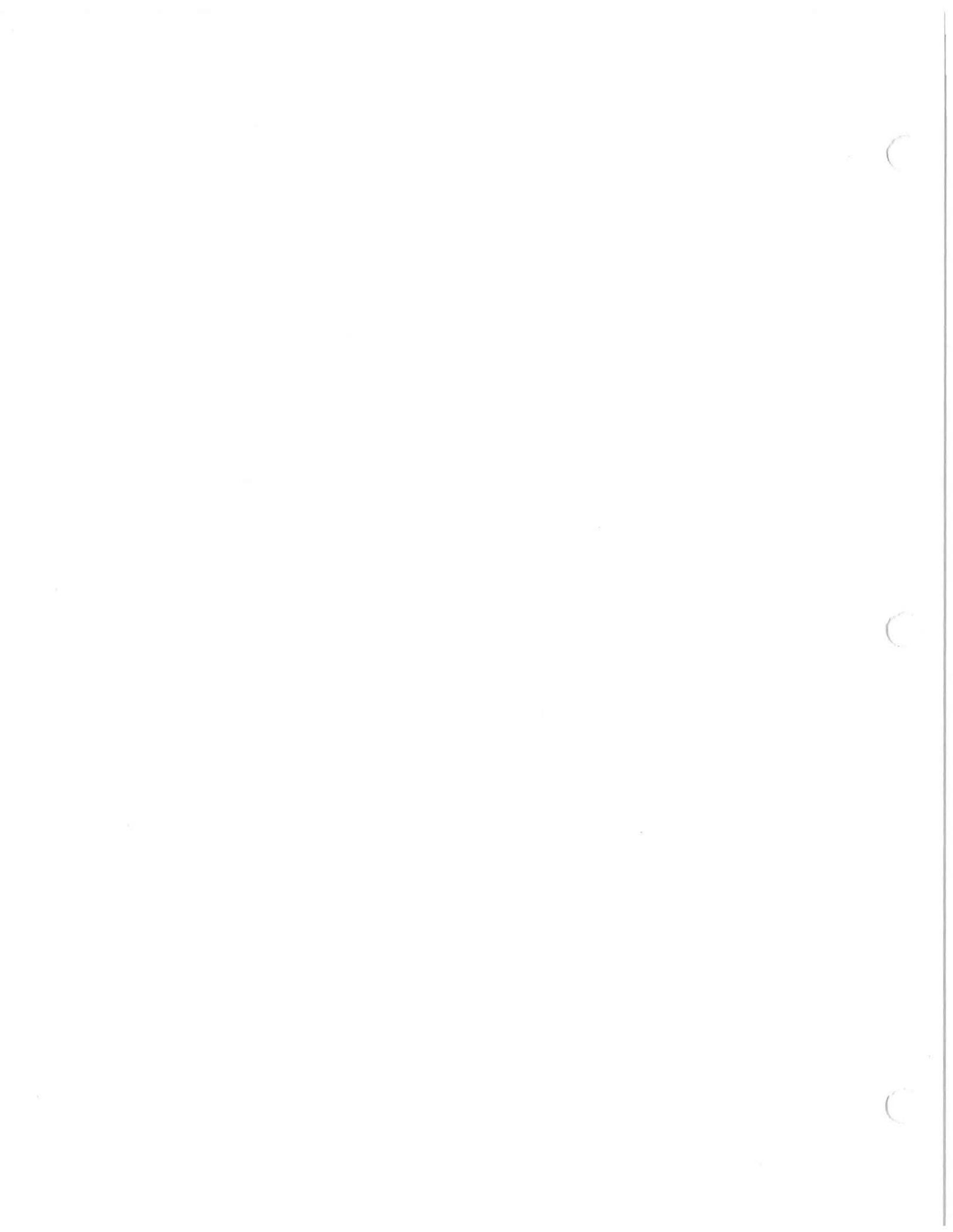
Legal Authority for the Verification of Citizenship / Immigration Status
Oklahoma Statute Title, 56, § 71.

Example of Local Authority:

Legal Authority for the Verification of Citizenship / Immigration Status
Arizona Tribal-State Gaming Compact 2003, Section 5 (b)(1)(2)(3).

• **Examples of Categories of Applicants (Part C)**

Categories of Applicants (examples)
Lawful Permanent Residents, Refugees, Nonimmigrants





Cherokee County, Georgia Agenda Request

SUBJECT: Security Cameras – Ball Ground Parks

MEETING DATE: June 3, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider Intergovernmental Agreement (IGA) between Cherokee County and the City of Ball Ground for use of Park Bond Funds to reimburse the City of Ball Ground for the purchase and installation of security cameras in City parks in the amount of \$19,149.61.

FACTS AND ISSUES:

The City is requesting reimbursement for the purchase and installation of security cameras in the City of Ball Ground parks, including wireless internet service. If the property is no longer used as a park the City has agreed to pay the county back for funds spent in the amount of \$19,149.61.

BUDGET:

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

Account Name: _____
Account #: _____

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

ADMINISTRATIVE RECOMMENDATION:

Approve IGA

REVIEWED BY:

DEPARTMENT HEAD: _____
AGENCY DIRECTOR: _____
COUNTY MANAGER _____

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made and entered into this ____ day of _____, 2014 by and between the **City of Ball Ground, Georgia**, a Municipal Corporation located in Cherokee County, Georgia (the “City”) and **Cherokee County**, a political subdivision of the State of Georgia (the “County”).

WITNESSETH:

WHEREAS, the City of Ball Ground plans to install wireless internet and video camera’s in the City Parks and Recreation Complexes; and

WHEREAS, the City understands that the cost of equipment and installation shall be \$19,149.61 in accordance with the attached proposal; and

WHEREAS, the County and the City acknowledge that this type of improvement and service is consistent with existing and future parks and recreation needs within the County and the City; and

WHEREAS, the County and the City also agree that the City should be reimbursed for the equipment and installation; and

WHEREAS, the Parks, Recreation and Green Space Bond authorized by the voters in Cherokee County, Georgia in the November 4, 2008 election (the “Bond”) contemplates the use of Bond funds for such purposes.

NOW, THEREFORE, in consideration of the following mutual obligations of the parties, the mutual benefits to the parties, and other good and valuable consideration set forth below, the City and the County agree as follows:

1.

The County hereby agrees to provide nineteen thousand one hundred forty nine dollars and 61/100 dollars (\$19,149.61) to the City toward its purchase and installation of security camera’s and wireless internet services in the City parks.

2.

The City agrees to use said monies for the sole purpose of purchase and installation of security camera and wireless internet equipment.

3.

The City agrees that the Property shall be used exclusively for parks and recreation purposes during the term of this Agreement.

4.

The County agrees to reimburse the City an amount up to, but not exceeding, nineteen thousand one hundred forty nine dollars and 61/100 dollars (\$19,149.61) for purchase and installation of security camera's and wireless internet equipment in he City Parks The County shall make such reimbursement payment to the City within twenty (20) days of the County's receipt from the City of a written invoice stating the amount of the reimbursement and including written proof of the payment(s) made by the City for such work, which payment(s) shall be equal to the amount of the requested reimbursement.

5.

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to execute the same and shall have a duration of fifty (50) years.

6.

The City may terminate this Agreement at any time for convenience and proceed to either sell the Property or to utilize the Property for a non-recreational purpose (i.e. any purpose not contemplated by the Bond) provided that the City does the following:

- (a) Provide the County with prior written notice of its intent to utilize the property for a non-recreational purpose or of its intent to convey the Property; and
- (b) Tender to the County the sum nineteen thousand one hundred forty nine dollars and 61/100 dollars (\$19,149.61) within ninety (90) days of either of the following:
 - (i) The commencement of the utilization of the Property for any non-recreational purpose; or
 - (ii) The conveyance of the Property by the City to another entity.

7.

This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of this state.

8.

This Agreement expresses the entire understanding of the parties and all agreements between the parties hereto with respect to the matters set forth herein.

9.

2

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

10.

This Agreement may be amended, supplemented or otherwise modified solely by a document in writing, duly executed and delivered by the City and the County. No waiver, release or similar modification of this Agreement shall be established by conduct, custom or course of dealings, but solely by a document in writing duly executed and delivered by a duly authorized official of the City and/or the County.

11.

Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, or other communication hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one (1) business day after being sent by a reputable overnight registered delivery service, charges prepaid, or three (3) business days after being mailed if mailed by certified mail/return receipt requested and postage prepaid to the City and/or the County at the addresses shown below and at such other addresses as may be furnished by the City and the County in writing from time to time.

**Mayor, City of Ball Ground
215 Valley Street
Ball Ground, Georgia 30107**

**City Manager, City of Ball Ground
215 Valley Street
Ball Ground, Georgia 30107**

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

**County Manager, Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114**

12.

This Agreement is made and entered into by the authority prescribed by the Georgia Constitution, Article IX, Section III, Paragraph I.

13.

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party.

14.

Each of the individuals who executes this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective party. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

15.

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.

16. General Provisions

- 16.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.
- 16.2 No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this License.
- 16.3 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereto affixed and attested by their duly authorized officers all as of the effective date set forth here and above.

This _____ day of _____, 2014.

CITY OF BALL GROUND, GEORGIA

BY: _____
A.R. Roberts, III, Mayor

ATTEST: _____ {SEAL}
Karen Jordan, City Clerk

CHEROKEE COUNTY, STATE OF GEORGIA

BY: _____
L.B. Ahrens, Jr., Chairman

ATTEST: _____ {SEAL}
County Clerk



Cherokee County, Georgia Agenda Request

SUBJECT: Tax Billing – City of Ball Ground

MEETING DATE: June 3, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider Intergovernmental Agreement (IGA) between Cherokee County and the City of Ball Ground to authorize the Tax Commissioner to bill property owners on behalf of the City of Ball Ground for ad valorem taxes.

FACTS AND ISSUES:

City shall pay to Cherokee County a fee of two dollars (\$2.00) for each parcel of real estate and each personal property account for which a bill for Taxes is issued by the Commissioner to an owner of such property within the City of Ball Ground. The Parties agree that this amount substantially approximates the cost to Cherokee County of providing to the City the services described herein. Such payment shall be paid by the City to Cherokee County within thirty (30) days of the City's receipt from Cherokee County of an invoice stating the number of tax bills issued by the Commissioner and the total amount due to Cherokee County. The Parties acknowledge that the County will be allowed to change the above referenced fee only as approved in writing by the Mayor and City Council of Ball Ground.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve IGA

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

STATE OF GEORGIA
COUNTY OF CHEROKEE

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2014, (“Effective Date”) by and between the City of Ball Ground, Georgia, a Georgia Municipal Corporation (hereinafter referred to in this Agreement as “City”), and Cherokee County, Georgia, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter referred to in this Agreement as “County”), and consented to by the Cherokee County Tax Commissioner, (hereinafter referred to in this Agreement as “Commissioner”), collectively referred to herein as the “Parties.”.

WITNESSETH THAT:

WHEREAS, City desires for the Commissioner’s office to prepare the City’s tax digest; assess and collect municipal ad valorem tax payments in the same manner as Cherokee County’s ad valorem taxes are assessed and collected; and invoke permitted remedies for collection of such taxes; and

WHEREAS, Cherokee County is agreeable to the Commissioner performing these services for the City as hereinafter outlined and upon the terms and conditions herein set forth;

WHEREAS, this Agreement is entered into pursuant to the authority granted in the Georgia Constitution, Article IX, Section 3, Paragraph I and O.C.G.A. 48-5-359.1(a)(2);

NOW, THEREFORE, in consideration of one (\$1.00) dollar, the receipt of which is hereby acknowledged and other valuable consideration, it is hereby agreed between the Parties as follows:

1. Covenants and Agreements of Cherokee County and the City of Ball Ground:
 - A. Cherokee County agrees that the Commissioner will, beginning on the date of execution above, and ending on December 31, 2014 (subject to the renewal provisions set forth below):
 - i. Prepare the tax digest for the City for the City’s Taxes, as that term is defined below;
 - ii. Assess, bill and collect municipal ad valorem real and personal property taxes owed to the City (“Taxes”) in the same manner as County taxes; and
 - iii. For the purpose of collecting such Taxes, invoke any remedy permitted for collection of the Taxes. City is entitled to penalties and interest on the

unpaid balance of municipal ad valorem real and personal property taxes authorized per state law. Cherokee County will collect municipal ad valorem penalties and interest and remit to City, when collected.

- B. City shall pay to Cherokee County a fee of two dollars (\$2.00) for each parcel of real estate and each personal property account for which a bill for Taxes is issued by the Commissioner to an owner of such property within the City of Ball Ground. The Parties agree that this amount substantially approximates the cost to Cherokee County of providing to the City the services described herein. Such payment shall be paid by the City to Cherokee County within thirty (30) days of the City's receipt from Cherokee County of an invoice stating the number of tax bills issued by the Commissioner and the total amount due to Cherokee County. The Parties acknowledge that the County will be allowed to change the above referenced fee only as approved in writing by the Mayor and City Council of Ball Ground.
- C. Cherokee County shall ensure that the Commissioner assesses and bills each owner of property located within all portions of the City of Ball Ground for Taxes in accordance with the City's millage rate as set by the Mayor and City Council. Cherokee County shall ensure that the Commissioner supplies to the City a list of all property owners assessed and the amount to be billed at the time the tax digest is prepared and shall remit to the City all Taxes collected by the Commissioner on a monthly basis.
- D. Cherokee County shall ensure that the Commissioner furnishes and maintains adequate and competent equipment to generate and store necessary billing documents for the performance of its obligations under this Agreement.
- E. Cherokee County shall ensure that the Commissioner employs and equips adequate staff capable of performing the duties assigned to them by Cherokee County pursuant to this Agreement.
- F. Cherokee County shall ensure that the Commissioner maintains adequate records of Taxes, penalties and interest, showing each billed taxpayer's address and the amount of billing and collection, and makes the same available to the City for review for it to determine the accuracy of billing and collection by the Commissioner.

2. Mutual Agreements:

- A. The City agrees that the Commissioner shall have the authority to invoke any remedy permitted for the collection of the City Taxes, penalties and interest.
- B. The Mayor and Council of the City of Ball Ground shall have the sole authority to set the millage rate for ad valorem taxes for the City of Ball Ground. However,

the yearly millage rate must be provided to the Commissioner on a timely basis so as to not delay the Commissioner's mailing of tax notices. Additionally, the City shall provide to the Commissioner, in a timely fashion, all information and documentation that the Commissioner may reasonably request in the performance of duties and obligations under this Agreement. The Parties acknowledge and agree that this Agreement is contingent upon and shall not become effective unless the City adopts its millage rate in accordance with applicable laws and deadlines and on a timely basis so as to not delay the Commissioner's mailing of tax notices.

C. This Agreement shall become effective immediately upon execution by the Parties and shall terminate on December 31, 2014, provided that this Agreement will automatically renew for an additional one-year term on January 1, 2015, and January 1 of each calendar year thereafter, unless either Party provides to the other Party written notice of non-renewal by December 15 of the then current calendar year. In no event shall the term of this Agreement exceed fifty (50) years.

3. Indemnification:

The City agrees, to the extent, if any, allowed by law, to indemnify Cherokee County, the Commissioner, and their respective officers, boards, commissioners, elected and appointed officials, employees, servants, volunteers and agents from and against any and all loss, damages, liability, claims, suits, costs and expenses, fines, charges or penalties whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any such claim or suit, arising from or in any manner related to the services provided under this Agreement by Cherokee County and the Commissioner.

4. Insurance:

Cherokee County agrees to require any subcontractor engaged to perform any portion of this Agreement to carry liability insurance covering any and all wrongful or negligent acts or omissions in an amount equaling or exceeding \$1,000,000.00. Cherokee County further agrees to ensure that such insurance is in place at all times relevant to this Agreement, and to provide proof of such insurance to the City upon request.

5. Assignment or Transfer:

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party.

6. Entire Agreement:

This Agreement supersedes all prior negotiations, discussions, statements and agreements among the Parties and constitutes the full, complete and entire agreement

between the Parties with respect to the subject of this Agreement; no member, officer, employee, representative or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either Party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Parties.

7. Authority to Enter Into Agreement:

Each of the individuals who executes this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective Party. Accordingly, each Party waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

8. No Third Party Rights:

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

9. General Provisions:

9.1 *Headings.* The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

9.2 *Waiver.* No failure of either Party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other Party with this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a Party's right to demand exact and strict compliance by the other Parties hereto with the terms and conditions of this Agreement.

9.3 *Governing Law.* This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

9.4 *Interpretation.* Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one Party by reason of the rule of construction that an instrument is to be construed more strictly against the Party who prepared the same.

9.5 *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

9.6 *Severability.* Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected,

and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

10. Non-Discrimination:

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Parties agree that, during performance of this Agreement, each Party, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, each Party agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 10 in any subcontract for services contemplated under this Agreement.

11. Immigration Compliance:

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

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

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

COUNTY:		CITY:			
_____	500 or more employees	_____	500	or	more
employees.					
_____	100 or more employees	_____	100	or	more
employees.					
_____	Fewer than 100 employees	_____	Fewer than 100 employees		

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

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

22. Force Majeure:

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

IN WITNESS WHEREOF the City and Cherokee County have caused these presents to be signed by their proper authorities, and the City and County seals to be affixed hereto as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

Cherokee County Board of Commissioners:

Ball Ground Mayor and City Council:

Chairman, Board of Commissioners

Mayor

Attest:

Attest:

County Clerk

City Clerk

[Affix County Seal]

[Affix City Seal]

Consented to by:

County Tax Commissioner:

Sonya Little

EXHIBIT "A"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

Federal Work Authorization User Identification
Number

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

Executed on _____, __, 201__ in _____ (city),
_____ (state).

Date of Authorization

Signature of Authorized Officer or Agent

Name of Local Government Entity

Printed Name and Title of Authorized Officer or
Agent

Name of Project

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 201__.

Name of Public Employer

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

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 local government) working with _____ (name of other local government) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to _____ (local government) within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to _____ (local government).

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, __, 201__ in _____(city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:



Cherokee County, Georgia Agenda Request

SUBJECT: Sale of Trolley

MEETING DATE: June 3, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider sale of 2004 Trolley to the Woodstock Downtown Development Authority for \$15,000.

FACTS AND ISSUES:

The City of Woodstock has used the Trolley for holiday periods and is interested in purchasing. The Trolley is estimated to be valued at over \$30,000.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve sale of Trolley to the Woodstock Downtown Development Authority.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

A large, handwritten signature in blue ink is written over the signature lines for the Department Head, Agency Director, and County Manager.

Jerry Cooper

From: Brian Stockton <bstockton@woodstockga.gov>
Sent: Friday, May 30, 2014 10:14 AM
To: Jerry Cooper
Cc: Jeff Moon; jtlong@uswhirlpool.net
Subject: Trolley Purchase

Mr. Cooper-

Thank you for taking the time to speak with our Board Members this morning regarding the purchase of the trolley. The Woodstock Downtown Development Authority is willing to pay \$15,000 for the trolley pending an inspection by the company that will be operating the vehicle and the ratification of the purchase at their June 5 meeting. If you are agreeable to these preliminary terms, please confirm this and I will get the inspection scheduled as soon as possible. I understand that the BOC will have to approve these terms as well.

Please let me know if you need any further information from me at this time.

We appreciate your consideration.

Brian Stockton, AICP
Director
Office of Economic Development

City of Woodstock, Georgia
105 East Main Street, Suite 142
Woodstock, GA 30188
p: 770.592.6056
e: bstockton@woodstockga.gov

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

2004 Villager 158 Trolley

2004 Freightliner MB55 Chassis VIN 4UZAACBW54CM34287

Double K, Inc. Model Villager 158 Trolley style coach

Engine – Cummins ISB-02 5.9L 200 HP Diesel

Transmission – Allison Series 2400 Automatic

Hydraulic Brakes with manual parking brake

GVWR – Front 8,000#, Rear 17,500#, Total GVWR – 25,500#

255/70 – 22.5 Radial Tubeless Tires

Seating capacity 26 or 24 with 2 wheelchairs

ADA Wheelchair lift equipped

AM/FM/CD with intercom system

Mid-ship mounted TransAir A/C System

Brass Rails with Oak Slat Seating & Oak Interior Ceiling

Mileage -33823 miles







33823.2 mi 12.1V
54.7 mpg Avg F



**Cherokee County, Georgia
Agenda Request**

SUBJECT: Woodstock Trails: Bridge

MEETING DATE: June 3, 2014

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

COMMISSION ACTION REQUESTED: Approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal for construction of the new Woodstock Trails Bridge over Noonday Creek to connect the Woodstock Dog Park to the newly constructed Woodstock Trails, to Lewallen Construction, Lewallen Construction, 151 Bells Ferry Lane, Marietta, Georgia, 30066, **in the amount of \$449,000.00**; for acceptance of the base bid proposal amount of \$449,000.00, inclusive of unit prices for unsuitable soils and deep foundation drilled piers. No Allowances or other unit prices were requested. A contingency account (to be controlled by Cherokee County Capital projects) in the amount of \$51,000.00 is also requested. **Total amount requested for approval: \$500,000.00**

The sum of \$280,000.00 of the requested total project amount is to be paid by the City of Woodstock now, to be reimbursed by Cherokee County from the balance of the Woodstock Trail Park Bond Program when the next round of bonds are sold in 2015.

FACTS AND ISSUES: In accordance with procurement requirements of the County, on May 6, 2014, FOUR (4) construction bid proposals were submitted to the County Procurement Department from the eight (8) interested bidders/contractors attending the mandatory pre-bid conferences for the Woodstock Bridge project, County RFP #2014-33. The engineer for this project is AMEC.

Unit prices were also requested for excavation and replacement of unsuitable soils and for installation of the helical piers deep foundations for the bridge abutments. No alternates or allowances were requested.

At its regular meeting of Monday, May 19, 2014, the Woodstock City Council voted to accept the base bid submitted by Lewallen Construction, in the amount of \$449,000.00, including the unit prices. Approval by the City of Woodstock Council also includes providing \$280,000.00 to match currently available Woodstock Trails Park Bond funds (PR 119); to allow award and approval by the Cherokee County BOC of the above requested total of \$500,000.00 for construction and contingency.

Funding by the City of Woodstock now, includes the condition that the City of Woodstock will be reimbursed by Cherokee County from the forthcoming next round of Woodstock Trail Park Bond Program funding, of \$3,500,000.00, up to the MOU allocation of \$5,000,000.00 for the City of Woodstock. The City understands that the next round of bonds is not scheduled to be sold by the County until early to mid 2015.

BUDGET:

Budgeted Amount: (Original)	\$1,500,000.00	Account Name: Woodstock Trails
Amount Encumbered:	\$ 163,375.90	Account #: PR119
Amount Spent to Date:	\$1,078,137.67	
Amount Requested:	\$ 500,000.00	(Contract Sum & Contingency)
Remaining Budget:	\$ (241,113.57)	(Before added city monies)
Budget Adjustment Necessary:		
From City of Woodstock:	\$ 280,000.00	
FINAL Remaining Budget:	\$ 38,886.43	(Upon approval of these contracts)

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

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

ADMINISTRATIVE RECOMMENDATION: Approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal for construction of the new Woodstock Trails Bridge over Noonday Creek to connect the Woodstock Dog Park to the newly constructed Woodstock Trails, to Lewallen Construction, Lewallen Construction, 151 Bells Ferry Lane, Marietta, Georgia, 30066, **in the amount of \$449,000.00**; for acceptance of the base bid proposal amount of \$449,000.00, inclusive of unit prices for unsuitable soils and deep foundation drilled piers. No Allowances or other unit prices were requested. A contingency account (to be controlled by Cherokee County Capital projects) in the amount of \$51,000.00 is also requested. **Total amount requested for approval: \$500,000.00**

The sum of \$280,000.00 of the requested total project amount is to be paid by the City of Woodstock now, to be reimbursed by Cherokee County from the balance of the Woodstock Trail Park Bond Program when the next round of bonds are sold in 2015.

REVIEWED BY:

DEPARTMENT HEAD:



AGENCY DIRECTOR:



COUNTY MANAGER:



BID TABULATION FORM

Other forms and attachments to Bid Proposal to be confirmed by Cherokee County in its reviews of all Bid Proposals.

THIS IS AN OPENING AND READING OF BIDS ONLY.

PROJECT: WOODSTOCK BRIDGE - #2014-33

BID DATE: May 6, 2014

BID TIME: 2:00 PM

BIDDER/CONTRACTOR	BID BOND	ADDENDA RECEIVED	BASE BID AMOUNT	UNIT PRICE NO. 1 LUMP SUM AMOUNT: UNSUITABLE SOILS	UNIT PRICE NO. 1: COST PER UNIT: UNSUITABLE SOILS	UNIT PRICE NO. 2 LUMP SUM AMOUNT: HELICAL PIER DEEP FOUNDATIONS	UNIT PRICE NO. 2: COST PER UNIT: HELICAL PIER DEEP FOUNDATIONS	E-VERIFY FORM	NON-INFLUENCE AFFIDAVIT	CERTIFICATE TO PROVIDE P&P BONDS	CERTIFICATE AS TO COMPANY ORGANIZATION	CONTRACTOR LICENSE CERTIFICATE	AUTHORIZED PERMIT AGENT FORM	CERTIFICATE AS TO CONTRACT REVIEW ACCEPTANCE
	Y/N	3 Issued	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Georgia Development	Y	Y	\$ 478,405.37	\$ 16,245.00	\$ 64.98	\$ 10,283.00	\$ 29.38	Y	Y	Y	Y	Y	Y	Y
Lewallen Construction	Y	Y	\$ 449,000.00	\$ 10,000.00	\$ 40.00	\$ 10,500.00	\$ 30.00	Y	Y	Y	Y	Y	Y	Y
Nature Bridges ^A	Y	Y	\$ 545,700.50	\$ 33,637.50	\$ 134.55	\$ 40,950.00	\$ 117.00	N	Y	Y	Y	Y	Y	N
Phillips Bros Contracting (PBC)	Y	Y	\$ 467,000.00	\$ 6,250.00	\$ 25.00	\$ 8,750.00	\$ 25.00	Y	Y	Y	Y	Y	Y	Y

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA

A. This bid package was misdelivered within the County until May 7, 2014 at 9:30am and therefore not included in the public opening and reading; however the bid package was verifiably in the County's possession by 2:00PM. As this contractor is not the apparent low bidder, it is the decision of the Procurement & Risk Management Department that there is no issue with the Capital Projects Office continuing forward with award recommendation.



Cherokee County, Georgia Agenda Request

SUBJECT: Goshen Community Health

MEETING DATE: 06/03/2014

SUBMITTED BY: Amy Turcotte, Cherokee County Juvenile Court

COMMISSION ACTION REQUESTED:

Consideration and request to accept the PSA with Goshen Care/Goshen Valley Foundation for CHINS coordination (Child In Need of Service) and management and truancy prevention.

FACTS AND ISSUES:

Establishing a case management system for the CHINS responsibility for Juvenile Court, per PSA.

BUDGET:

Budgeted Amount: \$1500 per month

Account Name: Juvenile Probation Supervision fees

Amount Encumbered:

Account #: 12610000-521200

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:

Accept the PSA with Goshen Care/Goshen Valley Foundation for CHINS coordination and management and truancy prevention.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 11th day of May, 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 Goshen Valley Foundation DBA, a Goshen Community Care (GCC), ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as CHINS Coordination;

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

CHINS Coordinator

- *The CHINS coordinator shall serve two functions: assessment and recommendations regarding CHINS complaints.*
- *The CHINS coordinator will supervise the diversion agreements.*
- *The CHINS coordinator will serve on the LIPT committee.*
- *As educational liaison, the CHINS coordinator will participate in the truancy panel in an effort to assist and identify at risk children in the school system for referral to community services.*

B. The Work

The Work to be completed under this Agreement (the "Work") consists of:

- *Attendance to the Truancy Panels, typically occurring two times during the month's in which the panels are held. The Chins Coordinator is expected to participate in each panel, making recommendations to assist the families in attendance.*
- *Development of an approved County Referral resource for CHINS youth and families.*
- *Case Coordination of each CHINS referral received directly from the program manager of Cherokee County Juveniles Court. Case Coordination includes the following:*
- *Review and research of all related agency documents including DFCS case histories, possible legal/ police reports, education records and related case information relating to the welfare of the child served.*
- *Contact with the assigned Court Appointed Lawyer representing the CHINS youth.*
- *Facilitation and coordination of an initial assessment interview with the CHINS youth and their parent(s)/ legal guardian.*
- *Ensure all required documents are completed if the CHINS youth is requesting to participate in the recommendations outlined on the Informal Adjustment.*
- *Development and outline of all recommendations submitted to the court for the Informal Adjustment Agreement.*
- *Provide referral's to the local providers to serve the CHINS population in order to ensure all recommendations noted on the Informal Adjustment Agreement are provided and available to the family and youth.*
- *The CHINS coordinator will supervise the CHINS Diversion Agreement which consists of weekly contact with the youth to ensure progress, support and wellbeing is progressing according to the CHINS Diversion Agreement details. This contact will be required by the youth anywhere between 3 to 6 months, per the CHINS Diversion Agreement.*
- *Communicate with referred providers to ensure the youth and/ or family is complying with the recommendations agreement.*
- *Continued communication on CHINS case updates. This will occur weekly or as needed, between the CHINS Coordinator and the identified juvenile Court Program Manager.*

- *The CHINS Coordinator, in collaboration with the Cherokee County Juvenile Court staff, will attend monthly LIPT meetings. The CHINS Coordinator will present any predetermined CHINS cases to the participants of the meeting as a means to seek community support and resources to assist the youth and families.*
- *If at any time the CHINS Coordinator learns of possible unsafe or abuse occurring with a CHINS youth, the Mandated Reporter will make a formal DFCS referral and report to the agency in addition to notifying the Cherokee County designated court staff.*
- *The CHINS Coordinator will assist the Cherokee County Juvenile Court program manager in the ongoing identification and development of comprehensive services within the local community, to assist each identified CHINS youth and their family members.*
- *It is expected that the CHINS Coordinator will attend related community events to promote the CHINS program, per the request and collaboration of the Cherokee County Juvenile Court staff.*

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 12 months from the aforementioned first written date. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term [**unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term**], and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year [**unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term**] absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

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

reasonable terms, and the Consultant shall proceed with the changed work.

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

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

III. COMPENSATION AND METHOD OF PAYMENT

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

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$18,000 per year except as outlined in Section II(C) above. The compensation for Work performed shall be based upon a flat fee of (1) \$1000 per month for the CHINS Intake and a flat fee of (2) \$500 to attend Truancy Panels as the mental health coordinator.

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service. In no event shall the total reimbursement for costs incurred during a particular month exceed 0% percent of the total amount due for Work for that particular month.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County's Reliance on the Work

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

Jenny Wood- Harris, LPC shall be authorized to act on Consultant's behalf with respect

to the Work as Consultant's designated representative.

F. Assignment of Agreement

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

G. Responsibility of Consultant and Indemnification of County

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

H. Independent Contractor

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Consultants, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding

and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

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

(2) Minimum Limits of Insurance:

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

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

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

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

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

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

(8) Claims-Made Policies:

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

(9) County as Additional Insured and Loss Payee:

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

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

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

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

The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

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

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a

contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

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

500 or more employees.

100 or more employees.

Fewer than 100 employees.

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

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

K. Records, Reports and Audits

(1) Records:

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

(2) Reports and Information:

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

(3) Audits and Inspections:

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

L. Conflicts of Interest

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

M. Confidentiality

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

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

N. Licenses, Certifications and Permits

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to

perform the Work contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

O. Key Personnel

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

P. Authority to Contract

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

Q. Ownership of Work

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

R. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed,

national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV(R) in every subcontract for services contemplated under this Agreement.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment to Goshen Valley in order for Consultant to complete the Work.

B. County's Representative

Cherokee County Juvenile Court / Judge John Sumner / Amy Turcotte
Goshen Valley 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 Cherokee County Juvenile Court Staff for the County and Jenny Wood-Harris, LPC (Goshen Community Care) for the Consultant.

B. Official Notices

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

NOTICE TO THE COUNTY shall be sent to:

County Manager
Cherokee County Board of Commissioners

NOTICE TO THE CONSULTANT shall be sent to:

Goshen Community Care
c/o Jenny Wood-Harris, LPC
200 West Main Street
Canton, GA 30115

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:

Jenny Wood-Harris
By: Jenny Wood-Harris, LPC

Goshen Valley Foundation
DBA Goshen Community Care

Its: Executive Director

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Brenda Perry
Witness

Trudy A. Kuester
Notary Public

[NOTARY SEAL]



My Commission Expires:
12/7/17



CHEROKEE COUNTY

By: _____
Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Brenda Perry
Witness

Notary Public

[NOTARY SEAL]

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

58-2361483
Federal Work Authorization User Identification Number

May 11, 2014
Date of Authorization

Goshen Valley
Name of Contractor

CHINS Coordinator
Name of Project

Goshen Community Care
Name of Public Employer

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

Executed on May 11, 2014 in GA (city),
GA (state).

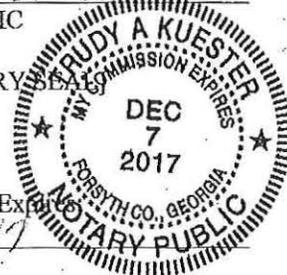
Jenny Wood-Harris, PPC
Signature of Authorized Officer or Agent

Jenny Wood-Harris, Ex. Director
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 11th DAY OF
May, 2014.

Judy A. Kuester
NOTARY PUBLIC

[NOTARY SEAL]



My Commission Expires
12/7/17

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 Goshen Valley Foundation, DBA Goshen Community Care (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:

58-2361483
Federal Work Authorization User Identification Number

May 11, 2014
Date of Authorization

Goshen Valley Foundation,
DBA Goshen Community Care
Name of Subcontractor

CHINS Coordinator
Name of Project

Goshen Community Care
Name of Public Employer

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

Executed on May 11, 2014 in
Canton (city), GA (state).

Jenny Wood-Harris, JPC
Signature of Authorized Officer or Agent

Jenny Wood-Harris, Ex Director
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 11 DAY OF

May, 2014.
Trudy A. Kuester
NOTARY PUBLIC

[NOTARY SEAL]



My Commission Expires:

12/7/17

EXHIBIT "C"

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



Cherokee County, Georgia Agenda Request

Amended, Removed from
Agenda

SUBJECT: ISRP Agreement – Elimination of Position

MEETING DATE: June 3, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider Separation Agreement and elimination of Agency Director Position.

FACTS AND ISSUES:

Chief Collett has retired and requested medical premiums paid through age 65. The cost for the medical premiums for employee only is \$65,520. I would recommend eliminating the County Marshal/E-911 Agency Director Position, which will result in annual savings of over \$110,000 (salary and benefits) to pay for the long-term employee-only medical premium cost of \$65,520.

The county introduced the Individual Selective Retirement Program (ISRP) a few years ago in an effort to save money and the agreement to be considered is the same agreement approved for others in the past.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve Separation Agreement and elimination of County Marshal/E-911 Agency Director Position.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

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

Cherokee County Rules of Procedure
Public Hearings

- 1.09.02 Persons wishing to address the Board in duly advertised Public Hearings shall do so in the Public Hearing portion of the agenda.
- a. The Chairman shall announce the Public Hearing and call for motion and a second to open the Public Hearing; once approved by a vote of the majority, the Chairman will announce that the Public Hearing is now open and should call forth those persons who wish to speak in favor, against, or otherwise on the particular issue. The Chairman shall inform the public that all comments by proponents, opponents, or the public shall be made from the podium and that any individual making a comment should first give their name and address. The Chairman shall also inform the public that comments will only be received from the podium.
 - b. Members of the public who wish to speak must sign up on the form provided prior to the commencement of the Public Hearing. Members of the public are expected to adhere to the rules of decorum outlined herein and in the Civility Code and should be informed of such at the beginning of the Public Hearing by the Chairman. There should be no vocal or boisterous demonstrations which will disrupt the orderly flow of the meeting. Any person(s) engaging in this type of behavior shall be ruled out of order by the Chairman and shall, at his/her discretion, be removed from the building.
 - c. Time. Proponents and opponents are allowed fifteen (15) minutes per side to present data, evidence, and opinions. Each side's time period may be divided among multiple speakers in whatever manner desired. No petition shall be the subject of more than one (1) public hearing before the Board of Commissioners regardless of the number of times final action is deferred by the Board, unless a simple majority of members of the Board of Commissioners vote to conduct such additional public hearings. Speakers will be called as they appear on the sign up form. Additional time may be allotted for either side at the Board's discretion and upon a simple majority of affirmative votes of the Board. Clerk's Note: State Law Mandates that the time be at least 10 minutes per side. (O.C.G.A. § 36-66-5)
 - d. Once the Public Hearing has concluded, the Chairman shall so announce and call for a motion and a second to close the Public Hearing; after an affirmative vote by a majority of the Board, the Board may convene into regular session to make its decisions.
 - e. As a general rule, members of the public do not speak on agenda items unless those items have been advertised for public hearing, or unless the Board, by a

simple majority of affirmative votes, has decided that public participation is necessary in its deliberative process. The Board shall follow its Public Hearing rules when such participation is warranted.

- f. Public Hearings will be advertised in the newspaper of general circulation (County's Legal Organ), at least 15 days, but no more than 45 days prior to the date of the hearing.
- g. The only exception to this will be public hearings pertaining to the budget or as otherwise governed by State Law. Any amendment to these rules of order by a Commission Member shall be submitted to the Clerk in writing one week before the designated meeting. The proposed amendment shall be included on the agenda for that meeting and distributed to all Board Members. All amendments require a simple majority of affirmative votes by the Board for adoption.
- h. Public Hearings are hereby required for Zoning Ordinance modifications; adoption of the annual budget; setting of the millage rate; and other matters as required by State law or at the request of the Cherokee County Board of Commissioners.

Cherokee County Rules of Procedure
(Public Comment Policy)

SECTION 1.09 PUBLIC PARTICIPATION IN BOARD MEETING

The Cherokee County Board of Commissioners welcomes visitors to board meetings and is willing to hear any person or persons desiring to appear before the Board who is not currently an announced candidate for public office or a salaried member of the county staff. However it must be made known that the Cherokee County Board of Commissioners will not participate in a public debate regarding any item of public comment.

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

- a. At each regular meeting of the Commission, a fifteen (15) minute period, will be set aside for public comment. Persons wishing to address the Board of Commissioners shall be required to sign up at a designated area on a sign-up sheet provided before the meeting, giving their name and the topic of interest; the number of citizens appearing will be limited to five (5) on a first come first-served basis and will be limited to three (3) minutes per presentation. Comments must be limited to chosen topic and must pertain to County business. The speaker is required to state their name and location in the County and whether he/she is speaking for himself/herself or for another.
- b. Any person or persons, organization or group wishing to be put on the agenda and address the Board of Commissioners during a public appearance at which either official action will be considered or requested are required to submit a written request to their District Commissioner, and the County Clerk, explaining the nature of the request, at least seventy-two (72) hours prior to said meeting.
- c. Members of the public shall not make inappropriate, offensive, insulting or malicious remarks while addressing the Commissioners during public comment. All remarks shall be made to the Commission as a body and addressed through the Chair. Remarks shall not be made to a particular Commissioner.
- d. A person may be barred from further speaking before the Commission in that meeting if his/her conduct is deemed out of order; a person, once barred for improper conduct, shall not be permitted to continue or again address the Commission in that meeting unless a majority vote of the Commission allows; in the event a speaker thus barred fails to obey the ruling, the Chair may take such action as is deemed appropriate. The Chairman may bar a person from addressing Commission meetings for up to thirty (30) days for improper conduct.