Cherokee County Board of Commissioners
WORK SESSION AGENDA

November 4, 2014
3:00 p.m. | Cherokee Hall

1. Discussion of Regular Agenda Items.

ADJOURN

Executive Session to Follow

Amended

Cherokee County Board of Commissioners
AGENDA

November 4, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE

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

CALL TO ORDER — CHAIRMAN AHRENS

RATIFY CLOSURE OF EXECUTIVE SESSION

PROCLAMATIONS

1. Inalfa Roof Systems, Inc. Day

PRESENTATIONS

1. Cherokee County Marshal's Office, Animal Control and Animal Shelter awards to recognize the staff members who spent countless hours of their time on the Puppy Mill Case.

AMENDMENTS TO AGENDA

1. Remove item 3.2 Medical Hardship Case, Hagstrom

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM OCTOBER 21, 2014.

BOC APPROVAL OF MINUTES AND EXECUTIVE SESSION MINUTES FROM SPECIAL JOINT RRDA/BOC MEETING ON OCTOBER 21, 2014.

PUBLIC HEARING

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN **L. B. AHRENS**

VICE CHAIR/COMMISSION DISTRICT 1 **HARRY B. JOHNSTON**

A. Consider acceptance of Stonewood Trail in as-is condition for County maintenance; 0.20 miles.

COMMISSION DISTRICT 2 **RAYMOND GUNNIN**

COMMISSION DISTRICT 3 **BRIAN POOLE**

COMMISSION DISTRICT 4 **JASON NELMS**

CONSENT AGENDA

1.1 Consider authorization for Cherokee County Juvenile Court to apply for a non-matching grant under the Juvenile Justice Prevention and Treatment Programs administered by the Criminal Justice Coordinating Council (CJCC) and upon award, authorize a budget amendment in the amount of $100,000.00 and authorize Chairman to execute any required grant documents.

1.2 Consider approval of Resolution authorizing County Manager to execute agreement with the Georgia Department of Natural Resources for reimbursement of funds from the Hazardous Waste Trust Fund for work performed at the Blalock Landfill in the amount of $35,240.00.

1.3 Approval to set a Public Hearing date regarding a request by applicants Blalock and Bruce to create a legacy lot on their property at 767 Old Mill Circle, Ball Ground (Tax Map 02N22, Parcel 028).

COUNTY MANAGER

2.1 Consider approval to transfer budget from Court Reporters to Salary Contingency to cover 10% raises for three Investigators in the Solicitors office in the amount of $11,082.00.

2.2 Consider approval to add Case Manager Position for Drug Accountability Court with half the salary ($16,000.00) paid by Federal Grant and the remaining half plus benefits, taxes and retirement ($24,620.00) to be paid from DATE Monies. Salary amount is

$31,889.00 plus benefits and payroll taxes in the amount of $8,731.00, for a total of $40,620.00.

2.3 Consider approval to procure one Ariel Apparatus and four Pumper Apparatuses from FireLine, Inc. totaling $2,419,174.00 for the Cherokee Fire & ES Department and authorization of budget amendment.

COUNTY ATTORNEY

3.1 Consider approval of Temporary Medical Hardship for Ms. India L. Hagstrom of 506 Bentwood Drive, Woodstock.

3.2 Consider request from the City of Ball Ground to adopt a resolution consenting to the deannexation of property located at 1355 Ball Ground Road.

ADJOURN

Cherokee County's number one priority is 'job creation.' Through the Cherokee Office of Economic Development, we encourage a broad range of businesses to locate and/or expand in our county.

- **Whereas**, Inalfa Roof Systems, Inc. is an international leader in the automotive industry; and
- **Whereas,** Inalfa opened in Cherokee in January 2014; and is the anchor business for Cherokee 75 Corporate Park; and
- **Whereas,** Inalfa completed a record-setting start up.
- **Whereas,** Inalfa currently has over 300 skilled workers, achieving their three-year employment goal in less than one year; and
- **Whereas**, Inalfa expanded within a month following commencement of operations bringing anticipated employee count to 400; and
- **Whereas**, Inalfa is now one of the County's largest employers; and
- **Whereas**, Inalfa is a tremendous asset to Cherokee County and the State of Georgia; and was the 2013 Georgia "Deal of the Year" Award Recipient.
- **Now Therefore**, I, L.B. Ahrens, Chairman of the Cherokee County Board of Commissioners, welcome this international business, and do hereby proclaim

October 30, 2014, as **INALFA ROOF SYSTEMS, INC. DAY**

L.B. Ahrens, Chairman

Cherokee County, Georgia
Agenda Request

SUBJECT: Awards and Recognition

MEETING DATE: November 4, 2014

SUBMITTED BY: Ron Hunton, Chief Marshal

COMMISSION ACTION REQUESTED:

CCMO, Animal Control and Animal Shelter awards and recognition.

FACTS AND ISSUES:

The Cherokee County Marshal's Office would like to have a brief award and recognition ceremomy to recognize the staff that spent countless hours of their time on the illegal dog operation also known as the "Puppy Mill" case.

BUDGET:

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

Account Name:
Account #:

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

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

ADMINISTRATIVE RECOMMENDATION:

Time allotted for awards and recognition.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Cherokee County Board of Commissioners
WORK SESSION MINUTES

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

The Chairman began at 3:05 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Brian Poole; Commissioner Jason Nelms; County Attorney, Angie Davis; County Clerk, Christy Black. Also present were Agency Directors/Department Heads; the media; and the public. Note Mr. Jerry Cooper was absent.

1. August 2014 YTD Financial Update by Janelle Funk.

Ms. Janelle Funk began by stating that we have a lot of the same issues as presented in the last Quarterly presentation. The Status Summary shows that our cash position for all funds and the General Fund is good as is our revenue, expenditures, and headcount. The bottom line for the Cash Executive Summary is capital funds are up because we issued the new bonds for the Parks Bond Fund and we haven't been spending the SPLOST funds as quickly as we have received them. The Insurance Benefit Fund and EMS cash is down. The final numbers for the General Fund is above the projection. The EMS Fund Cash Collections show that the last couple of months have been close to where we need to be.

The Revenue Executive Summary for All Funds shows that we are $4.8M over budget; however, it is important to remember that most of our funds have restricted purposes. The General Fund is $1.5M above budget. The budget variance in revenues will almost off-set the sale of the Old Admin Building that did not occur. We are right where we should be for Expenditures for All Funds. We will be on target for Operating Funds and underspent on Capital Funds.

Ms. Funk went over Health Insurance Claims. She stated that June, July, and August were bad months. We were 16.1% over budget and that is being driven by two factors, higher per employee per month cost and more employees are enrolled in the plan than budgeted. Commissioner Johnston asked about where this is headed. He said the only answer he knows is that there will have to be an increase in either County or employee contributions in next year's cycle. Commissioner Johnston also asked how the 16% would be made up. Ms. Funk replied that she will explain that in the next couple of slides. She presented a slide from the third quarter presentation in June showing where they thought they would be in using

reserves and thought 2016 would be when they need to worry about them. She then showed an updated slide with the August results explaining that for FY2015, they are budgeting at only a 3.2% increase per employee per month assuming it will significantly reduce where we are today. Ms. Funk stated that she calculated that about $1.3M in additional contributions either by the County or a combination of the County and the employee. Ms. Funk stated that an example would be if the employee were to contribute an additional 10%, that would bring the contribution up to approximately $250K. Commissioner Johnston stated his initial thought going in would be to share it equally but that would mean close to 15% for the employee which would be a big hit. He added that $1M is not easy to come up with in the operating budget. Chairman Ahrens asked if we know whether the increased costs are due to higher cost of service or if there are there more people going to the doctor more frequently or if it is a combination of frequency and cost. Ms. Funk replied that she would think it is a combination. Ms. Tracy Chambers stated they were due to catastrophic claims. Of the catastrophic claims, two participants are no longer on the plan and a third is potentially coming off the plan. Commissioner Johnston asked about the magnitude of the claims. Ms. Chamber's stated that six of the participants had reached stop-loss which is $125,000 each. Commissioner Johnston stated that it is more than half of the $1.3M if these don't happen in the future.

Ms. Funk went over the General Fund Expenditures stating we are right where we should be compared to last fiscal year. She added that we expect to achieve the General Fund Budget for 2014. For Headcount, we budgeted for 1,293 Full-time Equivalents (FTEs) but our actual count was 1,284.

2. Discussion of Regular Agenda Items.

ANNOUNCEMENTS

1. Early voting continues at the Elections Office through 10/24. Saturday voting on October 25 at all five locations. Advance voting 10/27 to 10/31 at all five locations. Election Day is November 4, from 7 a.m. to 7 p.m. all precincts.

PUBLIC HEARING

The Cherokee County Board of Commissioners will consider a petition by CTL of Cherokee, LLC to modify two conditions of zoning case no. 03-11-055, Centennial Lakes Partners, LLC.

Mr. Jeff Watkins gave a brief overview of the case. He stated it was zoned back in 2004. The first condition requested to be modified is that a parkway be built from Priest Road to Woodstock Road and it would run parallel to Highway 92. It has been built about halfway with a roundabout in the middle and the other half was to be extended on out to Woodstock Road. The request is to remove the condition and not build the extension of the roadway. The second condition relates to a donation of $250,000 to Cherokee Recreation and Parks. At the time, it was an Authority and the money was stipulated to be used for the Priest Road Park. The request is that the donation be reduced to $100,000. Mr. Watkins indicated there is a response from Engineering for the roadway and from CRPA regarding the donation of monies. Mr. Watkins further stated that because it is a Public Hearing, it has been advertised and noticed on the property. Chairman Ahrens asked if there was a Priest Park. Mr. Bryan Reynolds responded that the County owns a little less than 11 acres on Priest Road and it has been identified as a potential future park. There is no master plan for that park nor have any park bond funds been earmarked for that park. Commissioner Nelms asked if the donation would be better reallocated to Patriots Park. Mr. Reynolds replied that it would. Commissioner Johnston asked if it would be appropriate to hear from Mr. Hausfeld on his reasoning behind the requests. Ms. Angie Davis stated that it would be fine but he would need to be sure they are restated for the Public Hearing.

Mr. Hausfeld began by showing a drawing of the road that was to connect Priest Road and Woodstock Road and gave a history of the conditions stating they were not a part of the original project. He said the zoning process went on for almost a year and one of the conditions indicated was that there must be a connecting road between Woodstock Road and Priest Road. The HOA advisory committee of Centennial Lakes met with him and asked about road. After he explained it, they asked if there was anything they could do to stop the extension as they saw no real benefit to it. Mr. Hausfeld stated he is there in support of their request. Commissioner Nelms asked if at some point there is a necessary need defined by a later Board if it would be necessary for him to retain those rights in case a future Board decided to finish the construction of the road. Mr. Hausfeld suggested a deed restriction by putting a time limitation on it to say that nothing will ever be built there but if the County was to do a traffic study and decide the infrastructure is needed, then the land is there without adding liability to the County. The community HOA would be in charge of the maintenance. Commissioner Nelms stated that it would be nice for CTL to at least reserve the rights just in case the extension needs to happen at some point. Mr. Hausfeld referred to a letter Mr.

Morton sent prior to submitting their application and said they would have written their condition differently. Further discussion ensued regarding the road. Commissioner Nelms asked Mr. Morton to give his input on the issue. Mr. Morton recalled the memo he sent out that outlines the process. He stated that the road is an alternate access. He referred to the east end of Highway 92 at Trickum Road and how congested it gets around 5:00 in the evening and that locals are always looking for an alternate route. Mr. Morton stated the area around Woodstock Road will be developed in about 20 to 25 years, both commercial and residential. He feels Woodstock Road will look like Trickum Road at some point and believes it makes sense to have the alternate route, not for commuters but for locals. He added if the Board decides to modify the conditions, at a minimum the County should request that the right-of-way be reserved for the County. Commissioner Nelms asked Mr. Hausfeld if he agreed with that. Mr. Hausfeld said he did. Chairman Ahrens indicated that it doesn't set a time frame, but it does say until it is deemed necessary. Mr. Hausfeld mentioned they would add that to the HOA documents prior to turnover and it would allow the County that right without having to ask for permission. Commissioner Nelms asked for time's sake to work on verbiage together prior to the Regular Meeting in the event the Board decides to act on it. Mr. Hausfeld and Mr. Morton agreed. Commissioner Johnston asked about the cost to finish the road. Mr. Morton said the remainder of the project from Woodstock Road to where it currently ends would be about $500K. Commissioner Johnston asked how much of it would be eligible for impact fee credits. Mr. Morton replied that it would be an additional $160K to $170K in credits to the development. Commissioner Johnston expressed concern over the financial responsibility of the remaining project. Further discussion ensued regarding the road addition and impact fees. Commissioner Nelms asked when the zoning conditions were in place for this project. Mr. Watkins stated it was 2004.

Commissioner Nelms stated he would like to see verbiage, if the Board will accept it, that the money CTL donates, previously for Priest Park, be allocated to Patriot's Park. He asked Mr. Hausfeld if he was okay with that. Mr. Hausfeld said he was. He added that he would be happy to hold a town hall meeting to inform the residents of the park. Commissioner Nelms asked if the $100K was the minimum. Mr. Hausfeld replied that he can tell them that he can have it to the County by the first of the year. He added he will convey the legal documents as quickly as possible and get it approved.

CONSENT AGENDA

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

1.1 Consider acceptance of ASPCA grant award and budget amendments for the Animal Shelter in the amount of $7,000.00 for expenses incurred during the Puppy Mill Case.

1.2 Consider transfer of property for necessary roadway right-of-way and easements required for construction of the Burch Lane Project.

1.3 Consider submission of continuation application for STOP VAWA Criminal Justice System Improvement in the amount of $70,000.00. Match funding is satisfied with existing personnel, no new County funds required.

1.4 Consider approval to surplus and recycle old printers in poor condition at the Tax Commissioner's Office.

COUNTY MANAGER

Mr. Morton went over the three items under the **County Manager** portion:

2.1 Consider request to submit list of nine (9) roadways in need of resurfacing to GDOT for funding under the 2015 LMIG (Local Maintenance and Improvement Grant).

2.2 Consider approval to purchase one (1) 2015 Ford Interceptor from Wade Ford for the state contract amount of $30,531.00 from Animal Control SPLOST funding. This amount is also the lowest of three quotes received.

2.3 Consider awarding standard construction agreement to the most responsive, responsible proposer, Country Carpet, in the amount of $98,461.00 for the removal and replacement of the kitchen flooring at the Adult Detention Center and authorization of budget amendment.

Commissioner Johnston asked the nature of the budget amendment. Mr. Morton replied that the funds will move from the jail fund to improvements.

Chairman Ahrens confirmed with Ms. Davis the order of proceedings, adjournment of Work Session into the called meeting, then adjourn the called meeting to Executive Session.

ADJOURN

Hearing no further items, Commissioner Johnston made a motion to adjourn to the Special Called Joint BOC/RRDA meeting at 4:20 p.m. to be followed by an Executive Session of the BOC to discuss property acquisition and deposition, personnel matters, pending or threatened litigation. Commissioner Nelms seconded. Ms. Davis stated they would come back after the joint meeting to adjourn to Executive Session. Commissioner Johnston said he would reword the motion.

Commissioner Johnston made a motion to adjourn to the Special Called Joint Meeting of the BOC/RRDA. Commissioner Nelms seconded and the motion carried unanimously.

Cherokee County Board of Commissioners
MINUTES

October 21, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Lynn Eynon with Woodstock Christian Church gave the invocation.

PLEDGE OF ALLEGIANCE

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

Chairman Ahrens led the Pledge of Allegiance.

CALL TO ORDER — CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:05 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Poole; Commissioner Nelms; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

Chairman Ahrens commented that the County Manager, Jerry Cooper, was out on sick leave and that this was the first meeting in eight years that Mr. Cooper had missed.

RATIFY CLOSURE OF EXECUTIVE SESSION

Chairman Ahrens called for a motion to ratify closure of Executive Session at 6:00 p.m.

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

PROCLAMATION

1. Red Ribbon Week.

Chairman Ahrens read the proclamation and presented it to representatives who present from the Young Marines Program, The Council for Alcohol and Drugs, Cherokee FOCUS and the Solicitor's Office.

PRESENTATION

1. Sheriff's Office Quarterly Awards.

Sheriff Garrison turned the presentation over to Captain Brad Hill who gave a brief description of each of the awards.

There were five 'Life Saving' Awards: Deputy Bryan Ledford, Deputy Matthew Butler, Deputy Jeffrey Hensley, Deputy Jordan Strong and Deputy Lance Wright along with Bryan Ledford.

There were seven 'Sheriff's Commendation' Awards: Deputies George Green and Sergeant David Barone, Deputy Charles Vincent, Deputy Jeff Hardt, Deputy Thomas Hult, Deputy Lauren Denson, Deputy Richard Pike and Deputy Wayne Turner.

Sheriff Garrison thanked the Board for allowing the Sheriff's Office to recognize some of their employees.

Chairman Ahrens thanked the officers for their hard work in protecting the citizens and their property and thanked Sheriff Garrison for his leadership.

AMENDMENTS TO AGENDA

None.

ANNOUNCEMENTS

1. Early voting continues at the Elections Office through 10/24. Saturday voting on October 25 at all five locations. Advance voting 10/27 to 10/31 at all five locations. Election day is November 4, from 7 a.m. to 7 p.m. all precincts.

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

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

PUBLIC HEARING

The Cherokee County Board of Commissioners will consider a petition by CTL of Cherokee, LLC to modify two conditions of zoning Case No. 03-11-055, Centennial Lakes Partners, LLC.

Commissioner Nelms made a motion to open the Public Hearing at 6:24 p.m.; Commissioner Poole seconded and there was unanimous approval.

The Public Hearing was called to order and Mr. Jeff Watkins gave a summary of the application to modify the zoning conditions of the case. He stated that the first condition of that zoning required that they construct a road between Priest Road and Woodstock Road. He said that the applicant is asking that the partial roadway as constructed be accepted in lieu of a full connection. He said the applicant is also asking that she amount stipulated to be paid to Cherokee Recreation and Parks Authority be reduced to $100,000.

Chairman Ahrens commented that five people had signed up to speak. Commissioner Johnston asked for Don Hausfeld to come to the podium to make his case.

Mr. Hausfeld from Centennial Lakes began his presentation by going over a drawing that showed the lines from Priest Road to Woodstock Road. He went through the history of the project up to where it is now. He said there have been many meetings with the homeowners to get the community involved and when they asked him about that piece of property and he explained to them about the proposed road, they had grave concerns over the increase in traffic that it would cause. So based on that, he said he was here tonight asking for the elimination of that connecting road. He said regarding the adjustment to the condition of the amount paid to Parks and Recreation, after learning about Patriots Park, he would like to leave the condition as it is stipulated in the amount of $250,000 to be designated to Patriots Park. He added that it is a much bigger park, with Priest Park being only 11 acres. He further added that it would be a good idea to memorialize this in an agreement between now and January 1 so that there would be no question as this is stronger than a zoning condition. He did ask for the latitude to

allow for $100,000 to be paid no later than January 1, 2015, and for the remaining balance, $150,000, to be paid no later than January 1, 2016.

Six people had signed up to speak and three others asked to sign up late to speak:

1. Robert Billings spoke up in opposition of changing the modifications.

2 Lavone Durham said she agrees with Mr. Billings, the road should be completed as agreed.

3. Rex McElrath signed up to speak in opposition of the request stopping the road from being completed.

4. Charles Benson to support the modification deleting the road be completed.

5. Richard Williams spoke in support of the modification not to have the road completed.

6. Colin (Did not get last name) spoke in support of the modification, he does not want the through road.

7. (Did not get name) spoke in opposition of the modification, says the road was on the maps when they bought their home.

8. Jeannette Washington supports the modification, does not want the through road because of noise pollution.

9. Dave Bagwell opposes the modification, does not want the road extension.

Don Hausfeld addressed some concerns that came up regarding the non-functioning roundabout. He said he would speak with the advisory committee on alternatives to reconfigure the roundabout while keeping it attractive.

Commissioner Nelms made a motion to close the Public Hearing at 6:54 p.m.; Commissioner Poole seconded and there was unanimous approval.

Commissioner Nelms made a motion to modify the existing zoning conditions as follows:

1. The condition related to the Connecting Roadway – CTL of Cherokee, LLC (CTL), shall dedicate to Cherokee County by January 1, 2015 the right-of-way necessary for the construction of the connecting roadway between Woodstock Road and the existing round-a-bout within the Centennial Lakes Development as shown on the plans attached as Exhibit "A".

   CTL shall provide to Cherokee County any design construction plans that are in its possession. This condition shall be fulfilled at no cost to the County. Upon Cherokee County deciding to build said connector roadway, Cherokee County shall contact either CTL or the Centennial Lakes Homeowners Association (HOA), whoever is the Declarant of the HOA, to notify the HOA of its intention to commence construction.

2. The condition related to Parks Donation Change – CTL of Cherokee, LLC (CTL), shall pay the sum of $100,000 no later than December 31, 2014 and the sum of $150,000 no later than December 31, 2015 to Cherokee County to be designated specifically for the construction of Patriot's Park.

All other conditions of zoning remain in full force and effect. These zoning conditions shall be further memorialized in a written agreement between the parties per the applicant's suggestion.

Commissioner Johnston seconded. Chairman Ahrens called for any comments.

Commissioner Johnson commented that he supports the motion and it is a very good solution to a somewhat thorny problem. He stated that he was on the Board back in 2004 when the zoning was approved with these conditions, and, in truth, I envisioned that the through-road would be a little more integral to the neighborhood rather than really at the edge of it, not even truly a part of the neighborhood. He said the key question about the road is: a. is it truly needed, and there's been some discussion on that with arguments on both sides; and b. if it is needed, who should pay for it. He said that as for being needed, he thinks they've come to agree that while there may be some benefit to the road today, there would also be some drawbacks. He stated that on the advice of the County Engineer that it may be needed in the future, he feels that it is a prudent and fair solution to obtain the right-of-way so that it can be built if needed at some point in the future. As to the question of who should pay for it, the County should because we charge impact fees. We can't demand that a development pay for improvements to infrastructure that do more than just provide the needs

for that development, if it's what's called a system improvement that primarily benefits others besides the neighborhood, then all the taxpayers have to pay.

Chairman Ahrens commented that by dedicating the right-of-way, it also says that the subdivision will have no other use for that property so basically it remains the way it is until such time in the future there is a need determined.

With that he recalled the motion and second and called the question. The resulting vote was for unanimous approval.

PUBLIC COMMENT

Two people signed up to speak:

1. Channing Ruskell signed up to speak about Right of Redemption and Forensic Audit documents.

2. Joyce Hanzlik signed up to speak about the Dangerous Dog Ordinance.

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**

COMMISSION DISTRICT 4 **JASON NELMS**

CONSENT AGENDA

1.1 Consider acceptance of ASPCA grant award and budget amendment for the Animal Shelter in the amount of $7,000.00 for expenses incurred during the Puppy Mill Case.

1.2 Consider transfer of property for necessary roadway right-of-way and easements required for construction of the Burch Lane Project.

1.3 Consider submission of continuation application for STOP VAWA Criminal Justice System Improvement in the amount of $70,000.00. Match funding is satisfied with existing personnel, no new County funds required.

1.4 Consider approval to surplus and recycle old printers in poor condition at the Tax Commissioner's Office.

Mr. Morton presented the items on the Consent Agenda.

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

COUNTY MANAGER

Geoff Morton presented the County Manager Items.

2.1 Consider request to submit list of nine (9) roadways in need of resurfacing to GDOT for funding under the 2015 LMIG (Local Maintenance and Improvement Grant).

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

2.2 Consider approval to purchase one (1) 2015 Ford Interceptor from Wade Ford for the state contract amount of $30,531.00 from Animal Control SPLOST funding. This amount is also the lowest of three quotes received.

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

2.3 Consider awarding standard construction agreement to the most responsive, responsible proposer, Country Carpet, in the amount of $98,461.00 for the removal and replacement of the kitchen flooring at the Adult Detention Center and authorization of budget amendment.

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

COUNTY ATTORNEY

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made a motion to adjourn at 7:22 p.m.; Commissioner Gunnin seconded and the motion received unanimous approval.

Com. Johnston 'A'

Cherokee County, Georgia
Agenda Request

SUBJECT: Stonewood Trail
Acceptance for County Maintenance
0.20 miles

MEETING DATE: November 4, 2014

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

COMMISSION ACTION REQUESTED:

Consider acceptance of Stonewood Trail, in as-is condition, for County Maintenance; 0.20 miles.

FACTS AND ISSUES:

The residents of Stonewood Trail have requested that Cherokee County accept their roadway for County maintenance.

Stonewood Trail serves ten (10) properties. All property owners dedicating right-of-way (three (3) total) have signed right-of-way deeds to dedicate/donate necessary right-of-way to the County.

This request is to accept 0.20 miles of Stonewood Trail, beginning at Land Road, for County maintenance.

BUDGET:

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

Account Name:
Account #:

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

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

ADMINISTRATIVE RECOMMENDATION:

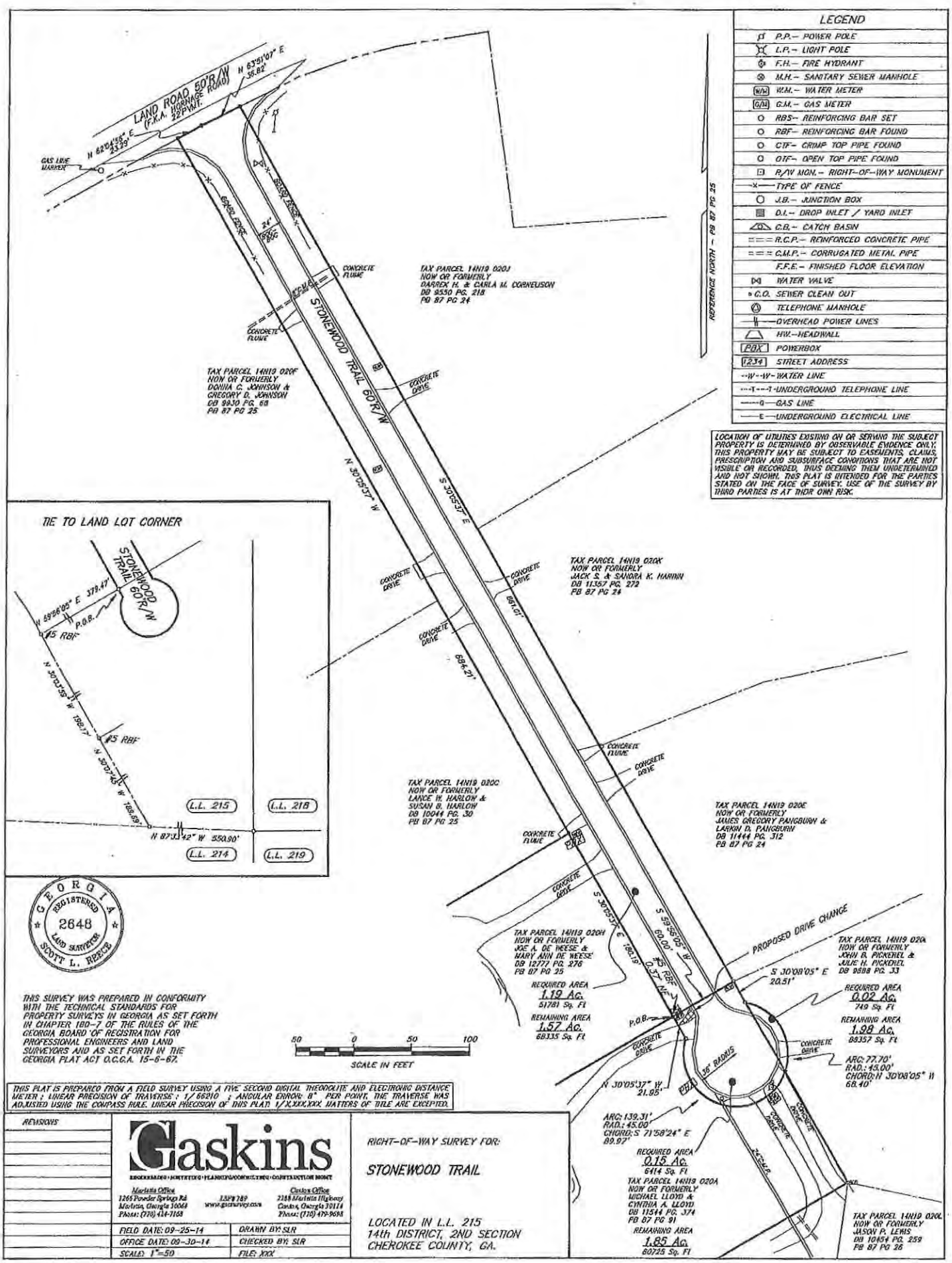
Acceptance of Stonewood Trail, in as-is condition, for County Maintenance; 0.20 miles.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____


LEGEND
P.P.– POWER POLE
L.P.– LIGHT POLE
F.H.– FIRE HYDRANT
M.H.– SANITARY SEWER MANHOLE
W.M.– WATER METER
G.M.– GAS METER
RBS– REINFORCING BAR SET
RBF– REINFORCING BAR FOUND
CTF– CRIMP TOP PIPE FOUND
OTF– OPEN TOP PIPE FOUND
R/W MON.– RIGHT-OF-WAY MONUMENT
TYPE OF FENCE
J.B.– JUNCTION BOX
D.I.– DROP INLET / YARD INLET
C.B.– CATCH BASIN
R.C.P.– REINFORCED CONCRETE PIPE
C.M.P.– CORRUGATED METAL PIPE
F.F.E.– FINISHED FLOOR ELEVATION
WATER VALVE
C.O. SEWER CLEAN OUT
TELEPHONE MANHOLE
OVERHEAD POWER LINES
HW.–HEADWALL
POWERBOX
STREET ADDRESS
WATER LINE
UNDERGROUND TELEPHONE LINE
GAS LINE
UNDERGROUND ELECTRICAL LINE
LOCATION OF UTILITIES EXISTING ON OR SERVING THE SUBJECT PROPERTY IS DETERMINED BY OBSERVABLE EVIDENCE ONLY. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTION AND SUBSURFACE CONDITIONS THAT ARE NOT VISIBLE OR RECORDED, THUS DEEMING THEM UNDETERMINED AND NOT SHOWN. THIS PLAT IS INTENDED FOR THE PARTIES STATED ON THE FACE OF SURVEY. USE OF THE SURVEY BY THIRD PARTIES IS AT THEIR OWN RISK.
LAND ROAD 50'R/W (HIGHRIDGE ROAD) (F.K.A. 22'PVMT.)
N 63°51'07" E 35.82'
N 62°41'56" E 23.29'
GAS LINE MARKER
BRICK FENCE
CHAIN LINK FENCE
24" OAK
CONCRETE FLUME
F.C.V.
STONEWOOD TRAIL 60'R/W
TAX PARCEL 14N19 020J
NOW OR FORMERLY
DARREX H. & CARLA M. CORNELISON
DB 9550 PG. 218
PB 87 PG 24
TAX PARCEL 14N19 020F
NOW OR FORMERLY
DONNA C. JOHNSON &
GREGORY D. JOHNSON
DB 9930 PG. 68
PB 87 PG 25
CONCRETE DRIVE
N 30°05'37" W
S 30°05'37" E
REFERENCE NORTH – PB 87 PG 25
TAX PARCEL 14N19 020K
NOW OR FORMERLY
JACK S. & SANDRA K. HANNIN
DB 11357 PG. 272
PB 87 PG 24
891.01'
884.21'
TIE TO LAND LOT CORNER
STONEWOOD TRAIL 60'R/W
N 59°56'05" E 379.47'
P.O.B.
#5 RBF
N 30°13'59" W 198.17'
N 30°07'45" W 788.69'
N 87°33'42" W 550.90'
L.L. 215
L.L. 218
L.L. 214
L.L. 219
TAX PARCEL 14N19 020C
NOW OR FORMERLY
LANCE W. HARLOW &
SUSAN B. HARLOW
DB 10944 PG. 30
PB 87 PG 25
TAX PARCEL 14N19 020E
NOW OR FORMERLY
JAMES GREGORY PANGBURN &
LARKIN D. PANGBURN
DB 11444 PG. 312
PB 87 PG 24
GEORGIA REGISTERED 2648 LAND SURVEYOR SCOTT L. REECE
TAX PARCEL 14N19 020H
NOW OR FORMERLY
JOE A. DE WEESE &
MARY ANN DE WEESE
DB 12777 PG. 276
PB 87 PG 25
REQUIRED AREA
1.19 Ac.
51781 Sq. Ft
REMAINING AREA
1.57 Ac.
68335 Sq. Ft
S 30°05'37" E 198.19'
S 59°56'05" W 60.00'
#5 RBF
0.37' N/F
PROPOSED DRIVE CHANGE
S 30°08'05" E 20.51'
TAX PARCEL 14N19 020G
NOW OR FORMERLY
JOHN B. PICKEREL &
JULIE H. PICKEREL
DB 9898 PG. 33
REQUIRED AREA
0.02 Ac.
749 Sq. Ft
REMAINING AREA
1.98 Ac.
86357 Sq. Ft
P.O.B.
36' RADIUS
ARC: 77.70'
RAD.: 45.00'
CHORD: N 30°08'05" W
68.40'
N 30°05'37" W 21.95'
ARC: 139.31'
RAD.: 45.00'
CHORD: S 71°58'24" E
89.97'
REQUIRED AREA
0.15 Ac.
6414 Sq. Ft
TAX PARCEL 14N19 020A
NOW OR FORMERLY
MICHAEL LLOYD &
CYNTHIA A. LLOYD
DB 11544 PG. 374
PB 87 PG 91
REMAINING AREA
1.85 Ac.
80725 Sq. Ft
TAX PARCEL 14N19 020L
NOW OR FORMERLY
JASON P. LEWIS
DB 10454 PG. 259
PB 87 PG 26
50 0 50 100
SCALE IN FEET
THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.
THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER ; LINEAR PRECISION OF TRAVERSE : 1/ 66210 ; ANGULAR ERROR: 8" PER POINT, THE TRAVERSE WAS ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT: 1/X,XXX,XXX. MATTERS OF TITLE ARE EXCEPTED.
REVISIONS
Gaskins
ENGINEERING • SURVEYING • PLANNING/CONSULTING • CONSTRUCTION MGMT
Marietta Office
1265 Powder Springs Rd
Marietta, Georgia 30064
Phone: (770) 424-7168
LSF# 789
www.gaskinssurvey.com
Canton Office
2388 Marietta Highway
Canton, Georgia 30114
Phone: (770) 479-9698
FIELD DATE: 09-25-14
DRAWN BY: SLR
OFFICE DATE: 09-30-14
CHECKED BY: SLR
SCALE: 1"=50
FILE: XXX
RIGHT-OF-WAY SURVEY FOR:
STONEWOOD TRAIL
LOCATED IN L.L. 215
14th DISTRICT, 2ND SECTION
CHEROKEE COUNTY, GA.

Geoff Morton

From:	Cliff Harden
Sent:	Tuesday, July 08, 2014 8:56 AM
To:	Geoff Morton
Cc:	Stephen A. Dobson
Subject:	RE: Stonewood Trail
Attachments:	Stonewood Trail 7-7-14(1).jpg; Stonewood Trail 7-7-14(2).jpg; Stonewood Trail 7-7-14(3).jpg; Stonewood Trail 7-7-14(4).jpg; Stonewood Trail 7-7-14(5).jpg; Stonewood Trail 7-7-14(6).jpg

Attached are photos of Stonewood Trail off of Land Road.

This is a subdivision, the road is in Very Good condition with cul de sac and drainage looks good.

- 0.200 mile long (around cul de sac)
- Curb/gutter throughout
- 20' pavement, plant mix
- No sidewalks

One of the best we have considered for acceptance as-is.

From: Cliff Harden
Sent: Monday, July 07, 2014 10:32 AM
To: Geoff Morton
Subject: RE: Stonewood Trail

Will do

From: Geoff Morton
Sent: Monday, July 07, 2014 10:25 AM
To: Cliff Harden
Cc: Stephen A. Dobson
Subject: Stonewood Trail

Cliff:

I have a request to accept Stonewood Trail for County maintenance. It is located off of Land Road.

Can you please review and evaluate?

Thanks

Geoff

dewe8474@bellsouth.net

From:	dewe8474@bellsouth.net
Sent:	Monday, July 07, 2014 7:34 AM
To:	Brett Buchanan (bbuchanan@cherokeega.com)
Cc:	jhpickerel@yahoo.com; Mike & Cindy
Subject:	Request to accept Stonewood Trail to county for maintenance
Attachments:	Stonewood Trail Xfer to Cherokee County.pdf

Hi Brett,

First, I want to thank you for your previous response which I have included in this email. This email is a follow-up to your email and is a **formal request** to start the process to have Cherokee County to accept Stonewood Trail into their maintenance program. Even though only three people own Stonewood Trail, the road services ten (10) homes.

As required in Step 1 of the Cherokee County Road Acceptance Policy, please consider this as a written request for Cherokee County to accept Stonewood Trail for county maintenance. I have attached a PDF document that contain **a signed, dated acknowledgement / agreement form** from the three affected property owners: Joe and Mary Ann DeWeese at 104 Stonewood Trail, Michael and Cynthia Lloyd at 106 Stonewood Trail and John and Julie Pickerel at 107 Stonewood Trail.

Please confirm that these documents are sufficient to complete Step 1 of the Cherokee County Road Acceptance Policy and that you will now proceed to the Step 2 engineering evaluation of our street, as described in the policy. Also, if for some reason this request is rejected, please provide the details associated with the rejection and the proper steps to obtain acceptance. Upon acceptance, we would like a rough idea of when this evaluation will occur and a summary of its findings when completed.

As you noted in your response to my initial email inquiry, we understand that this transaction will cause the three affected properties to fall below the 2.0 acre minimum lot size for Agricultural zoning. At this time, all affected property owners feel that we will need to **request for a zoning variance** for the affected properties in order to finalize the transaction. However, it is not clear which step in the Road Acceptance Policy that this request should be made. Thus, we seek your advice on when and to whom we should make this variance request.

In order to improve the likelihood for success, I would like to **request a 30 min. face to face meeting** to insure that we are adhering to the acceptance process and that we better understand details of the process, so that there are no late surprises or show stoppers. In addition to this email I will follow up with a phone call to schedule the face to face meeting.

Thank you and have a great day

Joe DeWeese
561-755-3225
104 STONEWOOD TRAIL

From: Brett Buchanan [mailto:bbuchanan@cherokeega.com]
Sent: Thursday, May 22, 2014 9:43 AM
To: dewe8474@bellsouth.net
Subject: RE: Process to turn over Stonewood Trail to county for maintenance

Mr. DeWeese,

Cherokee County, Georgia
Agenda Request

SUBJECT: Grant Application MEETING DATE: 11/4/2014

SUBMITTED BY: Amy Turcotte, Juvenile Court

COMMISSION ACTION REQUESTED:

Consider authorization for Cherokee County Juvenile Court to apply for a non-matching grant under the Juvenile Justice Prevention and Treatment Programs administered by the Criminal Justice Coordinating Council (CJCC) and upon award, authorize a budget amendment in the amount of $100,000 and authorize Chairman to execute any required grant documents.

FACTS AND ISSUES:

The Juvenile Court has initiated several new evidence based programs to comply with the Juvenile Court Reform set by Georgia House Bill 242. Another opportunity to further assist the juveniles in Cherokee County and their families is the implementation of Juvenile Justice Prevention and Treatment Programs for juveniles categorized as "low risk" offenders. The grant is contingent upon utilizing Evidence Based Associates, Inc., a Governor's Office approved provider, for the direct evidence-based services such as "Strengthening Families" therapy which is outlined in the MOU of the grant application.

The grant application is for $100,000 non-matching funds and is needed to fund the cost of services for this new program and its participants. One of the main issues which has come about is there are eligible juveniles and their parents wishing to participate in the programs but lacking dependable, available transportation to and from the counseling sessions. Therefore, a portion of the grant monies will also be dedicated to providing transportation to and from the counseling sessions for the juvenile participants and their parents. There are no additional County monies over the adopted annual budget for the Juvenile Court being requested as part of this grant application.

A budget amendment to the Multiple Grant Fund 250 is needed to increase the revenue and expenditures of the grant fund and will be implemented upon award of the grant.

The grant period is December 2014 to August 2015 and the application process in on an accelerated time schedule. Thus the acceptance and budget amendment approval are part of this agenda request. Upon receipt of award, should the amount of the grant or the terms differ from the application, another agenda request will be brought before the Board for consideration and formal acceptance.

BUDGET:

Budgeted Amount:	$0	Account Name: Grant Fund – Juv Justice PTP
Amount Encumbered:	$0	Account #: 22600000-521200-PTP14
Amount Spent to Date:	$0	
Amount Requested:	$100,000	
Amended Budget:	$100,000	

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:

Consider authorization for Cherokee County Juvenile Court to apply for a non-matching grant under the Juvenile Justice Prevention and Treatment Programs administered by the Criminal Justice Coordinating Council (CJCC) and upon award, authorize a budget amendmen in the amount of $100,000 and authorize Chairman to execute any required grant documents.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Cherokee County Board of Commissioners
Budget Transfer/ Amendment Form

Instructions:

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

REVENUES:

Department Org Code	Object	Account Name	Amount
25090	334100-PTP14	State Grant	100,000.00
			100,000.00

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
22600000	521200-PTP14	Professional Services	100,000.00
			100,000.00

PURPOSE OF TRANSFER/ AMENDMENT

2014 Juvenile Justice Delinquency Prevention and Treatement Programs
December 2014 - August 2015 - 9 months (CFY2015)
Grant administrating agency - CJCC on behalf of the Governor's Office

Department Head Approval: _____

County Manager Approval: _____

Date Approved by BOC (please attach a copy of Minutes) 11/4/2014

NATHAN DEAL
GOVERNOR

JACQUELINE BUNN
EXECUTIVE DIRECTOR

The Criminal Justice Coordinating Council (Council) is pleased to announce that it is seeking applications for competitive funding for qualified counties in the State of Georgia.

2014 Request for Proposal (RFP)

JUVENILE JUSTICE DELINQUENCY PREVENTION AND TREATMENT PROGRAMS

Eligibility

Applications to support juvenile court projects must be made by county commissions/boards of commissioners on behalf of the juvenile court. Moreover, all local units of government are required to be in compliance with the Georgia Service Delivery Strategy Act in order to be eligible for state administered financial assistance.

Award Period

December 1, 2015 – August 30, 2015

Award Amount

Up to $100,000

Deadline

All applications are due at 5:00 p.m. on November 7th, 2014

Contact Information

For assistance with the requirements of this solicitation, contact:

Matthew Pitts, Planning and Policy Development Specialist, at 404-657-2014 or Matthew.Pitts@cjcc.ga.gov

Release Date: October 8, 2014

State of Georgia- Criminal Justice Coordinating Council

JUVENILE JUSTICE DELINQUENCY PREVENTION AND TREATMENT PROGRAMS

Request for Proposals (RFP)

Deadline: Applications due at 5:00 p.m. on November 7, 2014

Criminal Justice Coordinating Council

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

Overview

The aim for all proposed projects for this funding must be to improving juvenile accountability for offending behaviors through increased accountability programming for juvenile offenders and improved juvenile justice system accountability to juvenile offenders. This funding cannot be used for youth who are brought before the court at no fault of their own (dependency cases).

Recipients of the 2014 grant funding **MUST** serve youth offenders who score a low-risk, and no higher, on the Pre-Disposition Risk Assessment (PDRA). Programs should focus on prevention for youth with beginning involvement with the juvenile justice system. This offering is being made to address the need for prevention activities for at-risk youth in local communities in the initial stages of justice system involvement.

Applicants are required to implement evidenced based or evidence-informed program models that have been shown to reduce juvenile recidivism and are aimed at preventing and diverting youth from deeper involvement with the juvenile justice system.

Applicants are encouraged to review the Office of Justice Program's Crime Solutions website to ensure that their continued juvenile intervention proposal has a sound basis. This can be accessed at: http://www.crimesolutions.gov.

Availability of funds is dependent on appropriations from the U.S. Department of Justice and the Georgia State Legislature. The Office reserves the right to reduce the amount of funds available based on government budgetary actions.

Eligibility

An eligible applicant must meet all of the following criteria:

- Be a public government entity;
- Serve as the fiscal agent for the grant and the point of contact to CJCC;
- Be responsible, liable, and oversee financial, program and post-award reporting requirements.

Applications to support juvenile court projects must be made by county commissions/boards of commissioners on behalf of the juvenile court. Moreover, all local units of government are required to be in compliance with the Georgia Service Delivery Strategy Act in order to be eligible for state- administered financial assistance.

For more information on Service Delivery Strategy visit the link below:
http://www.dca.ga.gov/development/PlanningQualityGrowth/Pages/Regional/SDS.asp

Grant Award Agreement

Grant Award Amount: Applicants are applying for nine months of funding through this RFP. Applicants are eligible to apply for a maximum of $100,000 for this grant year, a 9 month period.

Grant Award Period: *The grant award period is from December 1, 2014 – August 30, 2015.*
All services must be fully implemented within sixty (60) days of the grant award agreement beginning date.

Continuation Funding: A continuation proposal is required annually. *An initial grant does not guarantee continued funding.* The annual submission allows grantees to improve or modify objectives or activities, as well as assess the performance of the previous year. Continuation grants are awarded to applicants that demonstrate the following:

1. Professional management of grant funds and compliance with administrative requirements;
2. Accurate and prompt submission of required program and financial data and reports;
3. Positive performance history with **achievement** of program goals and objectives; and
4. Cohesive continuation plan for their program.

Please note that continuation funding is contingent on several factors including achievement of goals, organizational capacity, performance history, contractual compliance, and availability of funds.

Modification of Funds

The Criminal Justice Coordinating Council (CJCC) reserves the right to make changes to the application budget at the time of the grant award and will communicate any changes to the applicant. CJCC may negotiate all or part of any proposed budget after award of the grant award agreement due to funding or program requirements provisions. If, during the term of the grant award period, the funds appropriated are reduced or eliminated by the Federal Government, CJCC may immediately reduce or terminate the grant award by written notice to the grantee.

Reporting Requirements

CJCC requires that sub-grantees comply and fully participate in the financial, program, and evaluation reporting for this grant program.

Finance

This is a **reimbursement grant**. *If awarded funds, your county will be required to submit check stubs and copies of invoices to CJCC for reimbursement on a monthly or quarterly basis.*

Subgrant Expenditure Report (SER)*:* Grantees must submit SER Reports on a monthly or quarterly basis. Grantees are required to maintain supporting documentation on file such as timesheets, equipment purchases, travel logs, supply purchases, inventory records, and consultant contracts. This documentation may be requested at any time.

Grantees must attend any scheduled grant management workshop (if required) prior to the release of grant funds.

Program

Grantees must submit programmatic reports on a monthly or quarterly basis as requested. Failure to submit programmatic reports in a timely fashion could result in an end to grant funding.

Planning Period: In order to allow for the successful integration of evidence-based services into court operations, CJCC will provide a 2-month planning period as an option for new local projects. This will allow time for staff to be hired,

trained, and contracts with service providers to be established. The planning period is optional and all new projects must be operational no later than February 1, 2015.

Final Report: A Final Report is due at the end of the grant award period. This report must be received and approved prior to the release of the final payment. The final report is due no later than September 15, 2015.

Evaluation: CJCC will conduct a study of grantee programs to determine effectiveness. Grantees will have the following roles and responsibilities related to evaluation:

1. Collect, enter, and maintain participant-level implementation and outcome data.
2. Submit youth enrollment, activity attendance, and necessary reports to evaluator.
3. Must participate if chosen as a focus site for evaluation.

Program Design

Purpose

The aim for all proposed renewal projects for this funding must be to improve juvenile accountability for offending behaviors through increased accountability programming for juvenile offenders and improved juvenile justice system accountability to juvenile offenders. This funding cannot be used for youth who are brought before the court at no fault of their own (dependency cases).

Applicants are required to implement evidenced based or evidence-informed program models that have been shown to reduce juvenile recidivism and are aimed at preventing and diverting youth from deeper involvement with the juvenile justice system.

Considerable evidence has been found to show that assessing each youth's risk of re-arrest can help with classifying youth for both appropriate levels/types of programming, as well as, the necessary intensiveness of services. Therefore, applicant counties will have the benefit of utilizing a standardized risk assessments to aid in decision-making. The instruments include, at a minimum, the Department of Juvenile Justice's Pre-Disposition Risk Assessment (PDRA), Detention Assessment Instrument (DAI), and/or Criminogenic Needs Assessment (CNA).

Recipients of this grant funding **MUST** serve youth offenders who score at low-risk, and no higher, on the Pre-Disposition Risk Assessment (PDRA). Programs should focus on prevention for youth with beginning involvement with the juvenile justice system. This offering is being made to address the need for prevention activities for at-risk youth in local communities in the initial stages of justice system involvement to reduce future recidivism.

Applicants are required to implement evidenced based or evidence-informed program models that have been shown to reduce juvenile recidivism and are aimed at preventing and diverting youth from deeper involvement with the juvenile justice system.

Renewal projects must target the following Purpose Area:

Allowable Program Area

Accountability Programming: Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles (For example: Truancy Prevention Programs, Runaway Interventions, Teen Peer Courts, Drug Courts, or other evidence based interventions proven to divert and prevent youth from deeper involvement with the juvenile justice system).

CJCC asks that applicants fully describe how their project has reduced risk factors of participants through the use of an evidence-based model that addresses family engagement, reduces negative peer association, increases pro-social activities, and is tailored to the individual cognitive and maturational levels of their participants.

Additional resources that may prove especially helpful to applicants include:

http://www.ncmhjj.com/pdfs/publications/FinalRecommendations.pdf
http://www.ndci.org/publications/drug-court-review/special-issue-juvenile-drug-courts

Program Requirements

Religion
Grantee programs may not promote, discuss, or teach religion. Program activities and services are required to be accessible to any interested participant, regardless of religious affiliation.

Federal Criminal Background Checks
All Grantees must conduct federal criminal background checks on all personnel who will have direct contact with youth served by the grant project. These background checks must take place prior to the provision of services by program personnel and the grantee must maintain a copy of these records for CJCC auditing purposes.

Internet Security Policy
CJCC requires all grantees to establish and enforce an Internet Security Policy when minor participants and/or staff have access (supervised or unsupervised) to the Internet. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC funded program component.

Other
Applicants must comply with all forms, assurances, and certifications attached to this RFP. Projects may not provide incentives (e.g., trophies/plaques, rewards for individual accomplishments, gift certificates, gas cards, etc.). Items such as motivational tools, training aids, and educational materials may be purchased. These items must be provided to all participants. Projects are allowed to provide food/snacks to all participants as part of a "substantial work" activity.

Program Period

The initial grant award period is nine months.

Target Population

Youth who have involvement with the juvenile court system in Georgia.

*Recipients of this grant funding **MUST** serve youth offenders who score at low-risk, and no higher, on the Pre-Disposition Risk Assessment (PDRA).*

Goals and Objectives

Each applicant must utilize the following goals and objectives for its project. Applicants may add additional goals or objectives specific to their program.

Goals:

1. Increase the number and percent of youth completing program requirements.
2. Increase the use of evidence-based practices in Georgia's juvenile justice system by initiating community-based juvenile justice programs.
3. Reduce the recidivism rate of youth involved with Georgia's juvenile justice system.
4. Demonstrate a cost-savings to citizens of Georgia through provision of research-informed services to youth in juvenile justice system.

Performance Objectives

1. Project will demonstrate project specific reduction in recidivism
2. Project will maintain:

a. number of evidence-based services over previous year
b. overall percentage of court's evidence-based programs

3. Project will report cost-savings per youth by calculating average cost to provide targeted intervention subtracted from average cost to detain youth.

Proposal Submission Instructions

The application must be submitted electronically using the link on the Council's website at http://cjcc.georgia.gov/. Application should include: application narrative, application budget request in Excel format, and application attachments with all signature pages. ***All*** of the aforementioned proposal documents are also required to be submitted electronically by scanning and uploading the documents to the online application. The application must follow the outline as described on **page 14** of this RFP, beginning with the application face sheet (Attachment A-1). The proposal package must be completed and submitted in accordance with RFP guidelines for submission and disqualification factors or the proposal may be disqualified.

Submission Date
Applications must be submitted by 5:00 pm on November 7th, 2014. Only complete applications received by the deadline will be reviewed. Applications submitted after that date will be classified as late and may not be considered. **When an application is received by CJCC, there is no commitment on the part of CJCC to fund an application or to fund it at the amount requested**. All areas of the budget are subject to review and approval. Decisions related to these budget areas are based on both eligibility and reasonableness. CJCC has full discretion to determine the reasonableness of budget items based on both objective and subjective decision-making tools. See "Restrictions on Use of Funds" subsection below to determine whether budget items requested are allowable prior to submitting your budget. Applications for funding will undergo several reviews. At any point during these reviews, a decision not to fund a project or any part thereof may be made. These decisions are within the complete discretion of CJCC.

Disqualification Factors
Any application electronically time-stamped after 5:00pm on the November 7th, 2014 deadline will be regarded as late, excluding extenuating circumstances, and may not be considered for funding. It is the responsibility of the applicant to ensure the proposal is received by the specified deadline.

Additionally, CJCC may not consider funding any applicant that fails to comply with all application requirements. Disqualification factors may include any of the following:

- Failure to include application narrative, application budget, and application attachments;
- Failure to provide appropriate number of copies and format requested;
- Applicant is not a public government entity;
- Submission fails to include an original signature of the applicant's executive officer on the application face sheet; or
- Application lacks original signatures where appropriate.

Questions
CJCC asks that applicants direct all questions to Matthew Pitts, Planning and Policy Development Specialist. Applicants may reach Mr. Pitts by email Matthew.Pitts@cjcc.ga.gov, or by phone at (404) 657-2014. Although questions will be permitted until the date of the RFP submission, they will be answered subject to staff availability. As such, applicants are strongly encouraged to pose all questions as early as possible in the RFP process.

Performance Deliverables

REPORTING PERIOD	*PERFORMANCE REQUIREMENTS*	*DUE ON OR BEFORE THE FOLLOWING DATES*
Initial Allotment	• Fully executed grant award agreement and attachments	February 1, 2015
FIRST PERIOD	• Quarterly Progress Report • Quarterly Reimbursement Request	March 15, 2015
SECOND PERIOD	• Quarterly Progress Report • Quarterly Reimbursement Request	June 15, 2015
THIRD PERIOD	• Quarterly Progress Report • Quarterly Reimbursement Request	September 15, 2015

*For any deliverable not met and reported by the due date, a penalty may be imposed at the discretion of CJCC.

Proposal Narrative

The following information provides a description of necessary components to be contained in the narrative portion of your proposal. Limit the narrative to eleven (11) pages and use the outline format described in this section. The narrative is a detailed statement of the work to be undertaken and answers who, what, when, where, why, and how statements about the grant proposal. ***CJCC requires that applicants restate and number each Narrative Section followed by the response.***

1. Statement of Need/Summary (½ page)

Provide a clear and concise statement of need, including the following:

a. Statement of the community problem

For the purposes of this RFP applicants are instructed, **at a minimum**, to use each of the following metrics as justification of need for programming:

- At-Risk Population
- New Instances of Secure Detention (RYDC)
- Cases Resulting in Commitment to DJJ
- New Instances of Confinement in Secure Juvenile Correction Facilities (YDC)

- Current Numbers of Offenders Scoring a 2 or Lower on the PDRA

This information for each county can be found at:
http://juveniledata.georgia.gov/DataReports.aspx?report=RRIDataEntryReport

b. A description of how the problem relates to the mission of the implementing agency.
c. Overview of the Target Population to be served.
d. Description of the chosen program area for renewal and evidence based service used
e. Brief description of the activities requesting CJCC funds.

2. Administration (½ page)

a. Name the implementing agency. Provide a brief description of the implementing agency. Name the applicant and fiscal agents, if these agencies are different from the implementing agency.
b. List the agency's qualifications and experience with managing grants.
c. List the Community Partners and their description and contribution, if any, to the proposed program.
d. After the initial allotment, this grant will transition to a reimbursement-only grant. Does the fiscal agent have the ability to maintain a positive cash-flow once reimbursements are provided on a quarterly basis?

3. Target Population (½ page)

Provide a detailed description of the clearly defined target population to be served in the grant period, including the following:

a. Target group/age range: a) middle school; b) high school; or c) both middle and high schools;
b. How and Why Target Population was selected?
c. Number of projected youth to be served (list projected number of low risk PDRA youth if data available);
d. Gender: a) male only; b) female only; or c) male and female;
e. County or counties to be served;
f. Other demographics, including at-risk population(s); and
g. List assessment instruments to be used for selected target population and how they will be used to screen youth. (More fully described in Section 4.d. regarding Intake).

4. Methods and Procedures (6 pages)

Service Delivery

a. Describe the overall format and design of the program, addressing the following:
    - Program type (i.e., Youth Reporting Center, community-based, school-based, peer court, or other);
    - Program time (i.e., during school hours, after school, weekends, summer, and/or year-round);
    - Program frequency (i.e., the number of times the program is implemented or, in other words, the number of program cycles);
    - Program duration (i.e., the length of the program in days, weeks, and/or months);
    - Program hours (i.e., the minimum number of program hours per youth).

b. Complete the Program Timeline (Attachment A-2). Provide a detailed timeline of planned grant activities including, but not limited to, program start and end dates for each site, special events, and planning period activities.

c. List the specific site(s) where programming will occur (i.e., the site name and the street address). Please describe how the proposed program site is a safe and conveniently accessible location for youth and parents to receive services. Attach any Memorandum(s) of Understanding for sites not under the jurisdiction of the applying or implementing agency (Attachment A-3).

d. Fully describe the intake process. List the criteria to determine which individuals will be offered program services.

e. Describe how parental consent is obtained for youth to participant in the program. Explain if additional information (e.g., intake form, participant application, and /or needs assessment) is obtained for a youth to be enrolled in the program.

f. Describe the services and supports provided to all individuals in the target population using CJCC grant funds and which agencies will provide these services.

g. State and describe any other developmental activities program participants will receive in addition to the curriculum or intervention listed above. Explain how each of these developmental activities will be implemented.

Insert a chart that indicates the activity, the type of activity, and the number of hours per activity per youth.

- An example chart is follows:

Activity	**Type**	**Number of Hours per Youth***
Primary Evidence-Based Juvenile Justice Intervention	**Teen Peer Court**	6
Developmental	Community Service	2
Developmental	Educational Services	3
Developmental	Counseling	2
Developmental	Tutoring	2
Total Program Hours Per Youth		15

*approximate

h. Describe the CJCC grant-funded services provided to youth in the target group who may or may not be receiving intensive services, if applicable.

i. Describe the parent involvement and/or community awareness activities provided using CJCC grant funds, if applicable.

Staffing

- Describe the primary roles and responsibilities for each grant-funded position. Attach a job description for each position discussed (Attachment A-4).

- Explain the plan for orientation and training of grant-funded staff.

5. Goals, Objectives, and Evaluation (2 pages)

a. List the required program goals as outlined in the RFP. List any additional program goals in a clearly defined and measurable manner.

b. List the required program objectives as outlined in the RFP. List any additional program objectives in a clearly defined and measurable manner.

c. Explain fully how all stated goals and objectives will be reached and evaluated.

d. Explain how they currently collect data on youth served and how they plan to expand this collection to include source of referral information.

6. Sustainability (1 page)

a. Describe the specific activities that will take place during this upcoming grant period to ensure sustainability.

b. List the current funding sources and amount of funding for your organization.

c. Identify potential state, federal, and or/private funding streams for program support.

d. Identify any staff or volunteers that have assigned, dedicated efforts towards sustainability.

e. Identify potential ways to increase current evidence-based service capacity for the target population.

f. Describe any local actions taken to specifically support evidence-based services

7. Previous Accomplishments (½ page)

Provide a detailed description of any previous successful interventions or grant funding received for similar programs. Include a detailed summary of activities, number/percent of youth served to-date, and supporting data to demonstrate whether or not the project objectives and goals were met.

If problems were encountered in previous grants or objectives were not fully achieved, please provide a full description detailing issues and corrective action(s) taken to address. This information is an essential component of all applications.

FISCAL RESPONSIBILITY & PROPOSAL BUDGET WORKSHEET

The applicant agency must provide an adequate accounting system (see Accounting System/Internal Control Questionnaire) described in Forms, Assurances, and Certifications, and should meet the following criteria as outlined below:

1. Accounting records provide information needed to identify each grant awarded (State, Federal, Local Government, and Private) to applicant by identifying the receipt of funds for each grant and the expenditure of funds for each grant award;
2. Entries in accounting records refer to subsidiary records and/or documentation which support the entry and can be readily located;
3. The accounting system provides accurate and current financial reporting information; and
4. The accounting system integrates with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

Proposal Budget Worksheet: Complete the Budget workbook (Attachment A-8). The Excel workbook contains a budget summary for the applicant. The budget summary must provide computation of requested funds and justification of costs in relation to activities. A detailed budget narrative should be submitted for clarity of expenses requested in the different budget categories. Applicants must provide details on each cost item in the budget. For example, if an applicant includes a cost item for "Speaker Contracts," the applicant must describe what the purpose is, who the speaker is, what event is happening, and a justification of including this cost and value-add to the grant.

Grantees are responsible for obtaining and executing necessary agreements with partners or contractors providing services under this agreement. Documentation and copies of agreements can be requested by CJCC at any time during the contract period. No indirect costs will be permitted on this grant. The following is a brief list of common indirect costs and costs that will need to be justified as direct costs:

Indirect Costs:

- Grants Manager
- Finance Director/Accountant/Bookkeeper
- Trainer
- Bookkeeping costs
- Financial and/or programmatic audit costs
- Rent and/or mortgage on administrative offices
- Utilities on administrative offices
- Office supplies for staff
    - Pens, paper, etc.
- Insurance
- Employee travel to grantee trainings
- Printing
- Meeting Expenses
- Copier
- Postage
- Vehicle Maintenance
- Background Investigations

Costs that will require justification to be considered direct service:

- Trainings
- Conferences
- Travel
    - Outside of direct service travel
- Equipment
- Administrative Staff and Supervisors
    - Who also provides direct service
    - Supervision of any staff is not direct service, only hands-on work with community
- Volunteers
- Copier
    - Use of the copier for direct service
- Cell phones for direct service employees requiring travel
- Meeting expenses for outreach and awareness activities

Allowable and Unallowable Costs: A list of allowable and unallowable costs is provided at the back of the budget workbook. Examples of allowable expenses are defined under the budget categories.

Supplanting
Funds must be used to supplement existing funds for program activities and cannot replace or supplant funds that have been appropriated for the same purpose.

Application Attachments: Application Forms, Assurances, Certifications, and Financial Statements

The applicant is required to comply with the following as described in the RFP attachments. The grantee will be responsible for ensuring that any service delivery partners comply with the following forms applicable to the partner.

A-1 ***Application Face Sheet:*** Signed by the executive officer of the applying agency.

A-2 ***Program Timeline:*** A detailed timeline of grant activities.

A-3 ***Memorandum(s) of Understanding:*** Signed agreement(s) between the applying agency and program site(s) not under the jurisdiction of the applying agency, if applicable.

A-4 ***Job Descriptions:*** Job description for each grant-funded position.

A-5 ***Forms, Assurances, and Certifications:*** To certify intent to comply with all of the following, the chief executive officer of the applying agency must review, complete, sign, and submit all of the following forms:

1. Questionnaire Accounting and Financial Capability Information
2. Non-Supplanting Certification
3. Service Delivery Strategy Act Compliance Certification
4. Immigration and Security Form
5. Child Abuse Reporting, Background Investigation, Internet Security Policy Requirements
6. Certificates Regarding Lobbying; Debarment Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

A-6 ***Budget Worksheet:*** Submit budget detail worksheet electronically.

Application Review
The Criminal Justice Coordinating Council will review all eligible applications. CJCC will not review incomplete applications and will not permit applicants to add information to their application after submission, unless a clarification or additional information is requested.

POST-AWARD REQUIRED ACTIVITIES

Applicants are strongly encouraged to include costs that might be associated with the required and non-required activities (e.g., travel, lodging, food, etc.) within their proposed budgets.

CJCC Grant Management Workshop
If an applicant is awarded a grant, grantee may be required to attend a CJCC grant management workshop.

Site Visits
CJCC staff will conduct a site visit to each grantee during the grant period. CJCC's site visit is fiscal in nature and is separate from the programmatic and performance evaluations performed by CJCC. Additional visits may be conducted, but each grantee will have at least one visit from CJCC staff during the grant year. Site visits will be scheduled with the grantee in advance. Site visits will be conducted to monitor the program for progress, implementation, adherence to outcomes, and to view program and financial documents.

Additional Training, Technical Assistance, and Events

CJCC will offer a number of non-mandatory post-award training and technical assistance opportunities and special events.

Grantees will be informed of events via e-mail, and the events will be posted on the CJCC website. CJCC staff also will give ongoing, individual technical assistance and other support activities to grantees as needed or requested throughout the year.

Application Submission Instructions

Disqualification Factors:

- Applicant is not a public government entity
- Submission fails to be electronically time-stamped by the deadline date
- Submission fails to include the original signature of the executive officer of the applicant on the application face sheet
- Application lacks original signatures where appropriate

Format:

— Number of every page submitted as part of your application
— Use type that is 12-point font size and one inch margins
— The application narrative should be typed on white paper that is 8 ½ x 11 inches
— Include a footer identifying the applying agency
— Adhere to page limits
— Application documents should be in word or excel format with the exception of the Memorandum of Understanding (MOU).
— Applicants must restate and number each proposal narrative question followed by the response

Application:
Use the table below to ensure that all requested information is included and your documents are appropriately named and saved as a word or excel

Required Application Document	Maximum Page Limit	Applicant Checklist (Y/N)
Application Face Sheet (Attachment A-1)	NA	
Application Narrative:	11	
A. Statement of Need/Summary	½	
B. Administration	½	
C. Target Population	½	
D. Methods and Procedures	*6*	
E. Goals, Objectives, and Evaluation	*2*	
F. Sustainability	*1*	
G. Previous Accomplishments	½	
Application attachments: A-2 Program Timeline A-3 Memorandum(s) of Understanding (Word or PDF Format) A-4 Job Descriptions A-5 Forms, Assurances, and Certifications A-6 Budget Worksheet	*N/A*	

Additional Resources

Office of Juvenile Justice & Delinquency Prevention Model Programs Guide

www.ojjdp.gov/mpg/

Evidence Based Programs

www.strengtheningfamilies.org

crimesolutions.gov/

JDAI (Juvenile Detention Alternatives Initiative)

www.jdaihelpdesk.org

Balanced and Restorative Justice (BARJ)

www.ojjdp.gov/pubs/implementing/balanced.html

Juvenile Accountability Block Grant (JABG)

www.ojjdp.gov/grantees/pm/solicitations.html

Family Connection Collaborative

www.gafcp.org/

Georgia Juvenile Data Clearinghouse

http://juveniledata.georgia.gov/

Attachment A-3; **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is executed by and between Evidence Based Associates, LLC, a limited liability corporation, authorized to do business in Georgia, (hereinafter referred to as "EBA"), and the ***Cherokee County*** Board of Commissioners, a local governmental entity, (hereinafter referred to as 'the County").

EBA is an experienced and successful partner with many governmental entities across the United States. EBA serves as a managing entity on behalf of these governmental agencies to analyze the current investment in services for youth involved in or at risk of involvement in the juvenile justice system. EBA serves as the entity for delivery of therapeutic services to juveniles and their families with the result of significantly reducing recidivism while optimizing governmental resources.

To this end, EBA and ***the County*** have agreed to work together in assembling a Request for Proposal to obtain a grant from the Criminal Justice Coordinating Council (CJCC) for the implementation of Juvenile Justice Prevention and Treatment Programs for low to medium risk juvenile offenders. EBA brings to this effort a vast delivery of services, web-based performance tracking tools, grant writing resources, an array of evidence-based service options, valuable performance metrics, and a validated risk assessment tool that will result in a well designed, and well-implemented program thereby significantly increasing ***the County's*** chances of the successful selection as a recipient of grant funds.

Upon receipt of grant funds, it is the intent of ***the County*** to move forward with EBA as a partner to implement evidence-based programs with EBA serving as the managing entity. EBA will assist with the selection and oversight of service providers, manage the training and quality assurance of the direct service providers, provide reports showing results of the programs and meet the goals established by the State and the County for performance and delivery of services to the families.

Further, EBA will identify additional funding opportunities and develop service providers across the jurisdiction.

Upon selection of grant recipients, EBA and ***Cherokee County*** will execute a contract for Managing Entity Services and immediately commence management of the Grant to meet grant deadlines and provision of services.

Executed this _____ day of October, 2014.

_____

On behalf of:
Evidence Based Associates, LLC
As its: Authorized Agent

_____

On behalf of:
Cherokee County Board of Commissioners
As its: Chairman

Cherokee County, Georgia
Agenda Request

SUBJECT: Georgia Dpt. of Natural Resources Reimbursement-Hazardous Waste Trust

MEETING DATE: November 4, 2014

SUBMITTED BY: Geoff Morton, County Engineer

COMMISSION ACTION REQUESTED:

Consider approval of Resolution authorizing County Manager to execute agreement with the Georgia Department of Natural Resources for reimbursement of funds from the Hazardous Waste Trust Fund for work performed at the Blalock Landfill in the amount of $35,240.00.

FACTS AND ISSUES:

The request is for reimbursement of costs paid by the County related to work performed at the Blalock Road Landfill. In response to the County's request for reimbursement, a review by the Department of Natural Resources, Environmental Division, shows that the County has $35,240.00 in eligible costs.

BUDGET:

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

Account Name:
Account #:

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

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

ADMINISTRATIVE RECOMMENDATION:

Approve Resolution authorizing County Manager to execute agreement with the Georgia Department of Natural Resources for reimbursement of funds from the Hazardous Waste Trust Fund for work performed at the Blalock Landfill in the amount of $35,240.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Georgia Department of Natural Resources

Environmental Protection Division – Land Protection Branch

2 Martin Luther King, Jr. Dr., SE, Suite 1054 East, Atlanta, Georgia 30334

Phone: 404/657-8600 FAX: 404/657-0807

Judson H. Turner, Director

OCT 8 2014

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

RE: Hazardous Waste Trust Fund Application for Reimbursement
HSI# 10650 Cherokee County Blalock Road MSWL

Dear Mr. Cooper:

This letter is in response to your request for reimbursement from the Hazardous Waste Trust Fund for costs spent investigating and cleaning up your landfill. Our review shows that you have $35,240.00 in eligible costs.

In order for you to receive this funding, please return the following items to EPD no later than November 17, 2014:

- One signed and certified copy of a resolution, authorizing the County Manager to execute the contract. You may use the attached model resolution or draft one of your own; and

- Three signed and attested originals of the contract, "Agreement Governing Expenditures for State & Local Government Costs", including its attachments.

Once EPD receives both items back in proper form, we will execute the contract, and return an original copy to you.

If you have any questions regarding the enclosed documents, please contact Ms. Jacqueline Keith at (404) 657-0491.

Sincerely,

Judson H. Turner
Director

Enclosures: 3 Original Contracts
1 Model Resolution

Georgia Department of Natural Resources
Environmental Protection Division
Hazardous Waste Management Branch
Hazardous Site Response Program

Hazardous Waste Trust Fund Application

"Request for Reimbursement"

This application shall be used by state and local governments only for requesting reimbursement of eligible costs from the Hazardous Waste Trust Fund (HWTF). Unless otherwise defined in this application, all terms used in this application shall have the same meaning as those used in the Georgia Rules for Hazardous Site Response, Chapter 393-3-19.

All sections of the form must be complete for the application to be considered. All forms and attachments to the application should be typed.

Cherokee County, Blalock Road Landfill
Site Name

10650
Hazardous Site Inventory Number
(if applicable)

028-15D(SL), 028-17D(SL), 028-006
Solid Waste Permit Number
(if applicable)

Cherokee County Board of Commissioners
Name of Applicant (State or Local Government)

Mr. Jerry Cooper
Name and Title of Contact Person for this Application

1130 Bluffs Parkway
Mailing Address

Canton	GA	30114	Cherokee
City	State	Zip Code	County

(678) 493-6000
(Area Code) Telephone Number of Contact Person

(678) 493-6013
(Area Code) Facsimile Number of Contact Person

jcooper@cherokeega.com
e-mail Address of Contact Person

Amount Requested from HWTF: $

$	,	3	8	,2	7	7	.5	0

Please check the appropriate response to the following questions or provide the information as requested:

1. The site for which reimbursement is being requested is currently listed on the (Check both if applicable)

_____ National Priorities List Date of Listing ____/____/____

__X__ Hazardous Site Inventory Date of Listing 10 / 20 /00

2. Have you received written notification from USEPA pursuant to the Comprehensive Response Compensation and Liability Act (CERCLA) or from GA EPD pursuant to the Hazardous Site Response Act (HSRA) that the state or local government making this application has been identified as a responsible party for this site? (If "Yes", attach a copy of this letter to this application. If "No", the applicant is not eligible for funds from the Hazardous Waste Trust Fund.)

__X__ Yes _____ No _____ Don't know

3. Is the site for which the reimbursement is being requested owned by the applicant? (Check "Yes" or "No" below) If "No", please provide the name and address of the current owner of record.

__X__ Yes _____ No

Owner Name/Address/Contact:

_____

_____

Please attach a 50-year abstract of title for the subject property, including copies of all deeds referenced therein, along with a title opinion executed by an attorney admitted to practice by the State Bar of Georgia.

4. Please provide the following information for all persons who may be responsible parties for this site. Attach additional pages as necessary. If a percentage share of liable costs has been apportioned, please indicate that percentage for each responsible party.

Name/Address/Contact:	Percentage of Assigned cost share:
Cherokee County	100%
1130 Bluffs Parkway	
Canton, GA 30114	

4. continued

Name/Address/Contact:	Percentage of Assigned cost share:
_____	_____
_____	
_____	

5. Has a resolution been adopted by the applicant's governing body authorizing the applicant to apply for and receive such funds? (If "Yes", please attach a copy of the authorizing resolution to this application. If "No", the application cannot be processed until the authorizing resolution is submitted.)

*For your convenience, a model resolution is available at www.gaepd.org.

___X_ Yes _____ No

6. Is the applicant using an accounting system that meets the requirements of the Government Accounting Standards Board (GASB)? (If "No", the applicant is not eligible for funds from the Hazardous Waste Trust Fund.)

__X__ Yes _____ No

7. List the funding sources (other than this application) and corresponding amounts which have been received or requested for use at this site (including any prior applications to, or funds received form the HWTF.) The applicant should provide a detailed list outlining the items for which reimbursement has been received or has been requested. Attach additional pages if necessary.

Name of Funding Source:	Amount:	Commitment Date:
n/a		____/____/____
n/a		____/____/____

8. Please attach a brief history of the site including permitting history, corrective action required, consent or administrative orders, or other information. Attach copies of any current orders or permits. Please provide directions to the site and attach a map showing its location. If this application is for reimbursement of costs associated with only a portion or phase of a project, please provide a map that clearly delineates the portion for which funding is being requested.

9. Please attach a description of costs for which reimbursement is being requested along with proof of payment and supporting documentation sufficient to determine eligible costs.

Acceptable documentation for an Application for Reimbursement:

☐ Copy of Engineering Contract or Agreement to determine scope of work.

X Copy of itemized engineers invoice.

X Copy of Applicant's cancelled checks verifying payment by applicant.

☐ If invoice and cancelled check are different, notation on the check should indicate which engineering invoice(s) is covered in each check.

10. Please provide the name, title, address and telephone number of the individual who will be authorized to execute a contract with EPD to effectuate payment from the Hazardous Waste Trust Fund.

Jerry Cooper, County Manager
Name and Title

1130 Bluffs Parkway
Address

Canton GA 30114
City State Zip Code

(678) 493-6000
(Area Code) Telephone Number

11. Please provide the name, title, address and telephone number of the individual authorized to receive payment. If this is more than one individual, please attach additional pages.

Jerry Cooper, County Manager
Name and Title

1130 Bluffs Parkway
Address

Canton GA 30114
City State Zip Code

(678) 493-6000
(Area Code) Telephone Number

12. All checks from the Hazardous Waste Trust Fund should be made payable to:

Cherokee County Board of Commissioners

Federal ID #: 58-6000799

13. Please provide any other information you believe to be relevant to this application:
Documents are on file with EPD.

I certify that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fines and imprisonment for knowing violations.

Signature of Applicant

Notary Public

Jerry Cooper
Name of Applicant

My Commission Expires July 15, 2017

TRIN MEISE
MY COMMISSION EXPIRES
JULY
15
2017
CHEROKEE CO., GEORGIA
NOTARY PUBLIC

County Manager
Title Date

Please mail completed Application to the following address:

Mr. Donney Hannah
Georgia Environmental Protection Division
Hazardous Sites Response Program
2 Martin Luther King Jr. Drive, SE
Suite 1462 East Tower
Atlanta, Georgia 30334

If you have any questions regarding this application, please call:

Mr. Donney Hannah
Hazardous Sites Response Program
(404)657-8600

RESOLUTION

Authorization to Execute Agreement Governing Expenditures for State & Local Government Costs

WHEREAS, Cherokee County, Georgia has submitted an application to the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") in order to receive funds from the Hazardous Waste Trust Fund; and

WHEREAS, EPD has submitted an Agreement Governing Expenditures for State & Local Government Costs to Cherokee County for execution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the proposed Agreement is hereby approved and the County Manager is hereby authorized to execute, on behalf of Cherokee County, the referenced Agreement and any otherrelated documents necessary to obtain the funding as provided therein; and

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to take any and all other action, without further approval or action of this Board, which may be necessary or appropriate in order to fully consummate and carry out the intent of the Agreement.

This_____ Day of _____, 20__.

ATTEST:

_____
Chairman

_____
(Seal)

_____
Commissioner

FEDERAL ID# _____

_____
Commissioner

_____
Commissioner

CERTIFICATION

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the Cherokee County Board of Commissioners on the date so stated in said Resolution.

I further certify that I am the _____ and that said Resolution has been
(Title)
duly entered in the official records of the Cherokee County Board of Commissionersand remains in full force and effect this the

_____ day of _____, 20__.

_____
Signature

AGREEMENT GOVERNING EXPENDITURES FOR STATE & LOCAL GOVERNMENT COSTS

This Agreement made and entered into this _____ day of _____, 20 __ by and between the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, "EPD"), and Cherokee County, Georgia, by and through its Board, pursuant to Resolution passed _____, 20__ (hereinafter, "APPLICANT").

I. RECITALS

WHEREAS, the Hazardous Waste Trust Fund ("HWTF") has been continued in existence by law for the fulfillment of certain environmental purposes and declared public policy for the State of Georgia (O.C.G.A. Section 12-8-90 et seq.); and

WHEREAS, the Director of EPD is authorized and directed by law to serve as Trustee of the HWTF; and

WHEREAS, the Director of EPD, in his capacity as Trustee of the HWTF, is authorized by law to expend moneys deposited in the HWTF, in accordance with rules promulgated by the Board of Natural Resources, for financing of the state and local share of the costs associated with the investigation, remediation, and postclosure care and maintenance of sites placed on the National Priority List pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or sites placed on the Hazardous Site Inventory pursuant to O.C.G.A. Section 12-8-97; and

WHEREAS, APPLICANT is a "local government" as defined in the Rules of the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, "EPD Rules"), Rule number 391-3-19-.09; and

WHEREAS, APPLICANT has, in accordance with EPD Rule 391-3-19-.09(2)(f), submitted an application for financial assistance in the form of reimbursement of "eligible costs" [as described in EPD Rule 391-3-19-.09(4)(a)] heretofore expended in connection with that certain site more particularly described in Exhibit "A", attached hereto and incorporated herein and made a part hereof (hereinafter, "the SITE"); and

WHEREAS, APPLICANT is in compliance with the Georgia Local Government Services Delivery statutes; and

WHEREAS, APPLICANT has met all financial assistance eligibility requirements as set forth in EPD Rule 391-3-19-.09(2); and

WHEREAS, EPD has completed its review of APPLICANT'S application for financial assistance as above-referenced; and,

WHEREAS, EPD is ready and willing to extend financial assistance to APPLICANT in the form of reimbursement to cover certain eligible costs, and APPLICANT is willing to accept same, upon the terms and conditions set forth in Part II below; and

WHEREAS, the parties hereto are authorized by law to enter into this agreement at this time;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration set forth below (the receipt and sufficiency of which is acknowledged by the respective parties), the parties hereby agree as follows:

II. TERMS AND CONDITIONS

A. SCOPE OF FINANCIAL ASSISTANCE

EPD hereby agrees APPLICANT is eligible to receive reimbursement from the Hazardous Waste Trust Fund, pursuant to O.C.G.A. 12-8-95 and EPD Rule 391-3-19-.09. The maximum amount APPLICANT may receive from the HWTF for "eligible costs" expended for the SITE, pursuant to this or any other Agreement, or combination of agreements, is $2,000,000. APPLICANT'S eligibility for future funding from the Hazardous Waste Trust Fund for the SITE shall be reduced by the amount of funds actually disbursed to APPLICANT pursuant to this Agreement.

(1) "Reimbursed Costs"

(a) EPD hereby agrees to reimburse APPLICANT for those "eligible costs" heretofore expended by APPLICANT, as set forth and described in Exhibit "B" attached hereto (and incorporated herein and made a part hereof); for a total sum of **$35,240.00** (said total sum hereinafter being referred to as the "REIMBURSED COSTS").

G. RELATIONSHIP OF THE PARTIES

Neither APPLICANT nor any of its agents, servants, employees or subcontractors shall become or be deemed to become an agent, servant or employee of the State of Georgia or EPD as a result of this Agreement. Provided further, this Agreement shall not be construed so as to create a partnership or joint venture between APPLICANT and EPD or the State of Georgia.

H. TRADING WITH STATE EMPLOYEES

The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. 45-10-20 et seq. in any respect.

I. INDEMNIFICATION

APPLICANT hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund and any other self-insurance fund established and/or maintained by the Georgia Department of Administrative Services on behalf of the State), EPD and its Director, their officers and employees (hereinafter collectively referred to as "Indemnities"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including bodily injury or personal injury including death, property damage, workers' compensation benefits, employment benefits, libel, slander, defamation of character, and invasion of privacy) and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission (whether intentional or negligent, through theft or otherwise) on the part of APPLICANT, its agents, employees, subcontractors, or others working at the direction of APPLICANT or on its behalf; or due to any breach of this Agreement by APPLICANT; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by APPLICANT, its agents, employees, subcontractors, or others working at the direction of APPLICANT or on its behalf; or caused by any other person.

This indemnification applies whether: (i) the activities involve third parties or employees or agents of APPLICANT or Indemnitees; (ii) the Indemnitees are responsible for the situation giving rise to the claim; or (iii) a claim results in a monetary obligation that exceeds any contractual commitment.

This indemnification extends to the successors and assigns of APPLICANT, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of APPLICANT.

This indemnification does not apply to the extent of the willful or wanton misconduct of the Indemnitees, their officers or employees. This indemnification does not apply to the extent of the sole negligence of the Indemnitees, their officers or employees, concerning activities within the scope of O.C.G.A. 13-8-2 (b) relative to the construction, alteration, repair, or maintenance of a building structure, appurtenances, and appliances, including moving, demolition, and excavating connected therewith.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance fund established and maintained by the Georgia Department of Administrative Services on behalf of the State (collectively, the "Funds"), APPLICANT agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, APPLICANT and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Fund and insurers participating there under, to the full extent of this indemnification.

APPLICANT shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitee.

J. TERMINATION

This Agreement may terminate or may be terminated by EPD for any or all of the following reasons: for any default by APPLICANT; for the convenience of EPD; in the event of the insolvency of or declaration of bankruptcy by APPLICANT; and in the event sufficient funds no longer exist for the payment of EPD's obligations hereunder. Each of these is described in the following paragraphs.

(a) Termination for Default

The failure of APPLICANT to comply with any term, condition, or provision of this Agreement shall, at the option of EPD, constitute a default by APPLICANT. In the event of default, EPD shall notify APPLICANT in writing by hand-delivery or by certified or registered mail, return receipt requested, of the specific act or omission of APPLICANT which constitutes default. APPLICANT shall have fifteen (15) days from the date of receipt of such notification to cure such default; provided, however, if, in the sole discretion of EPD, APPLICANT'S default poses an imminent danger to the safety and health of the general public, EPD may require in the written notification that APPLICANT cure the default within a time period less than fifteen (15) days. In the event of default, and during the above specified grace period, performance under the Agreement shall continue as though the default had never occurred. In the event the default is not cured in fifteen (15) days (or within such other time period as required by EPD in the written notification of default to APPLICANT), EPD may, at its sole option, terminate the Agreement for default. Such termination shall be accomplished by written notice of termination forwarded to

N. **WAIVER**
The waiver by EPD of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

O. AUTHORITY
APPLICANT warrants that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of APPLICANT has been properly authorized and empowered to enter into this Agreement. APPLICANT further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

P. SEVERABILITY
If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken here from.

Q. HEADINGS
The paragraph headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

R. AMENDMENTS IN WRITING
No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

S. ASSIGNMENT
APPLICANT shall not assign its right to receive FINANCIAL ASSISTANCE, or any obligations required of it pursuant to this Agreement without the express written consent of EPD.

T. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

U. IMMIGRATION REFORM AND CONTROL ACT
Each party hereby certifies that it has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq., by registering at https://www.vis-dhs.com/EmployerRegistration and verifying information for all new employees and executing any affidavits required by Ga. Comp. R & Regs. r. 300-10-1-.01 et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GEORGIA DEPARTMENT OF NATURAL RESOURCES,
ENVIRONMENTAL PROTECTION DIVISION ("EPD")

By:

_____
Judson H. Turner, Director

Cherokee County, GEORGIA ("APPLICANT")

By

_____
Jerry Cooper, County Manager

ATTEST:

_____
Title:

Cherokee County, Georgia
Agenda Request

SUBJECT: REQUEST FOR LEGACY LOT **MEETING DATE:** NOVEMBER 4, 2014

SUBMITTED BY: VICKI TAYLOR LEE

COMMISSION ACTION REQUESTED:

Request that a public hearing be held to hear a request by Deanna Blalock and her parents, Mark and Melba Bruce, to create a legacy lot on their property located at 767 Old Mill Circle, Ball Ground (Tax Map 03N22, Parcel 028)

FACTS AND ISSUES:

Mr. and Mrs. Bruce own 3.22 acres (140,263.2 square feet) zoned AG where they currently have their primary home. They wish to split off 1.22 acres (53,143.2 square feet) for the construction of a new home for their daughter, Deanna Blalock. The request is related to the aging parents and the mother with a disability.

BUDGET:

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

Account Name:
Account #:

Budget Adjustment Necessary: Yes [ ] No [X] If yes, please attach budget amendment form.

Contract or Amendment: Yes* [ ] No [X] *If yes, a Procurement Summary MUST be attached.

Ordinance/Resolution: Yes [ ] No [X]

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

ADMINISTRATIVE RECOMMENDATION:

The Board hold and the public hearing and hear the petition of this family. Should the petition be granted, an approved plat will be required prior to the new home construction.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

5.5-8 LEGACY LOT

5.5-8.1 INTENT:

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. A non-conforming parcel of land is one which has less area of land than the minimum lot size required by the zoning district assigned the property. Lack of access or inadequate access shall not make a parcel non-conforming.

5.5-8.2 PURPOSE:

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.

5.5-8.3 LEGACY LOT REQUIREMENTS.

A subdivision created under the terms and conditions of this procedure shall be known as a Legacy Lot, and 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.

PL # 201400000375

DATE RECEIVED: 10.6.14

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 Deanna Blalock DATE 9.4.14

APPLICANT: Deanna Blalock

ADDRESS: 748 Old Mill Circle
Ball Ground, GA 30107

PHONE #: 770-634-7304 EMAIL ADDRESS: daisydcb@yahoo.com

ADDRESS OF PROPERTY: 767 Old Mill Circle

MAP NUMBER: 03N22 PARCEL NUMBER: 028

ZONING: AG ACREAGE: 3.22

CONDITIONS RELATED TO REQUEST:

We are requesting a petition for a legacy lot to build a new home on my parents land. My mother and father are getting older and my mother has a disability. As my mother ages, she will require more assistance and building in this location will make it more convenient for me and my family. Thank you for your consideration in this matter.

REVIEW PROCESS

Upon receipt of a completed application and the required attachments, the Division of Planning and Zoning will conduct an analysis and prepare an Agenda Request to the Board of Commissioners regarding setting a public hearing date to hear the request. At the public hearing following public comment, Board of Commissioners will consider the application.

PROPERTY OWNER'S CERTIFICATION

VICKY R McPHERON NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 5, 2017

Vicky R McPheron 9/4/14
Signature of Notary Public **Date**

Mark T. Bruce 9-4-14
Signature of Owner **Date**
(As it appears on Deed)

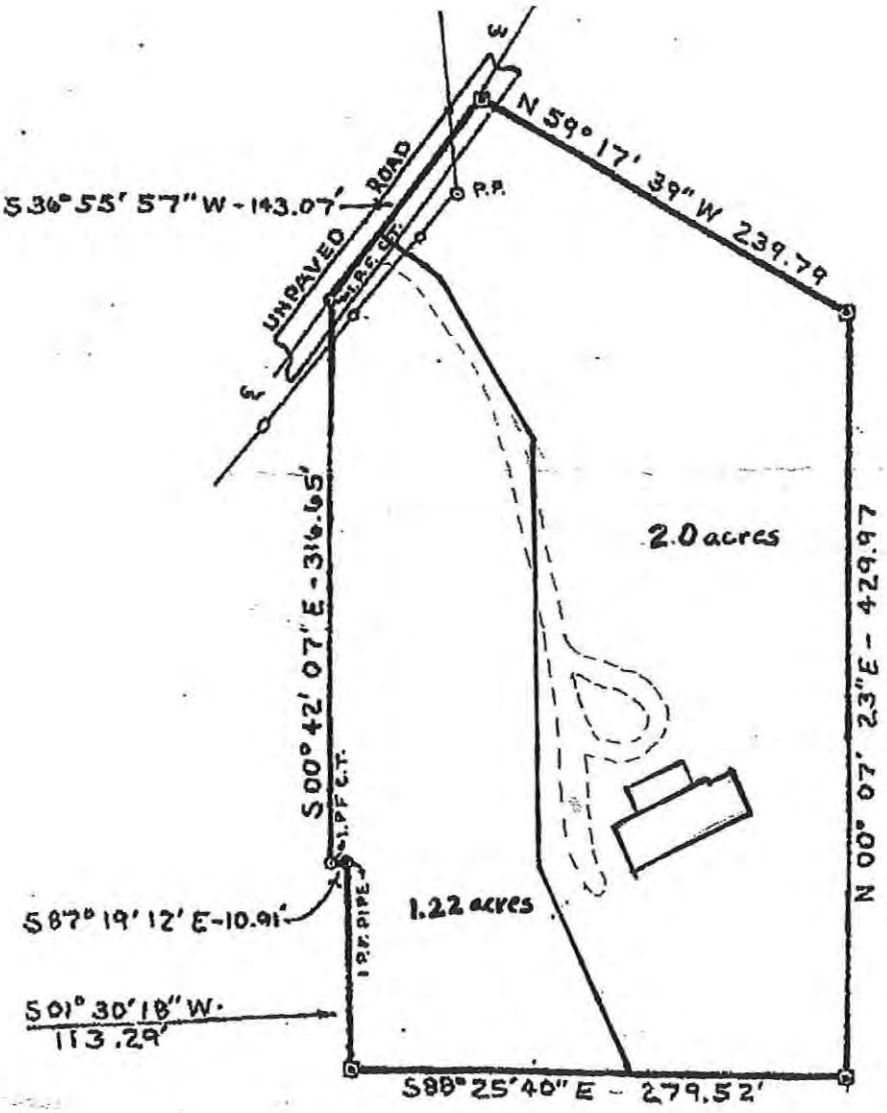
Mark T. Bruce
Typed or Printed Name and Title

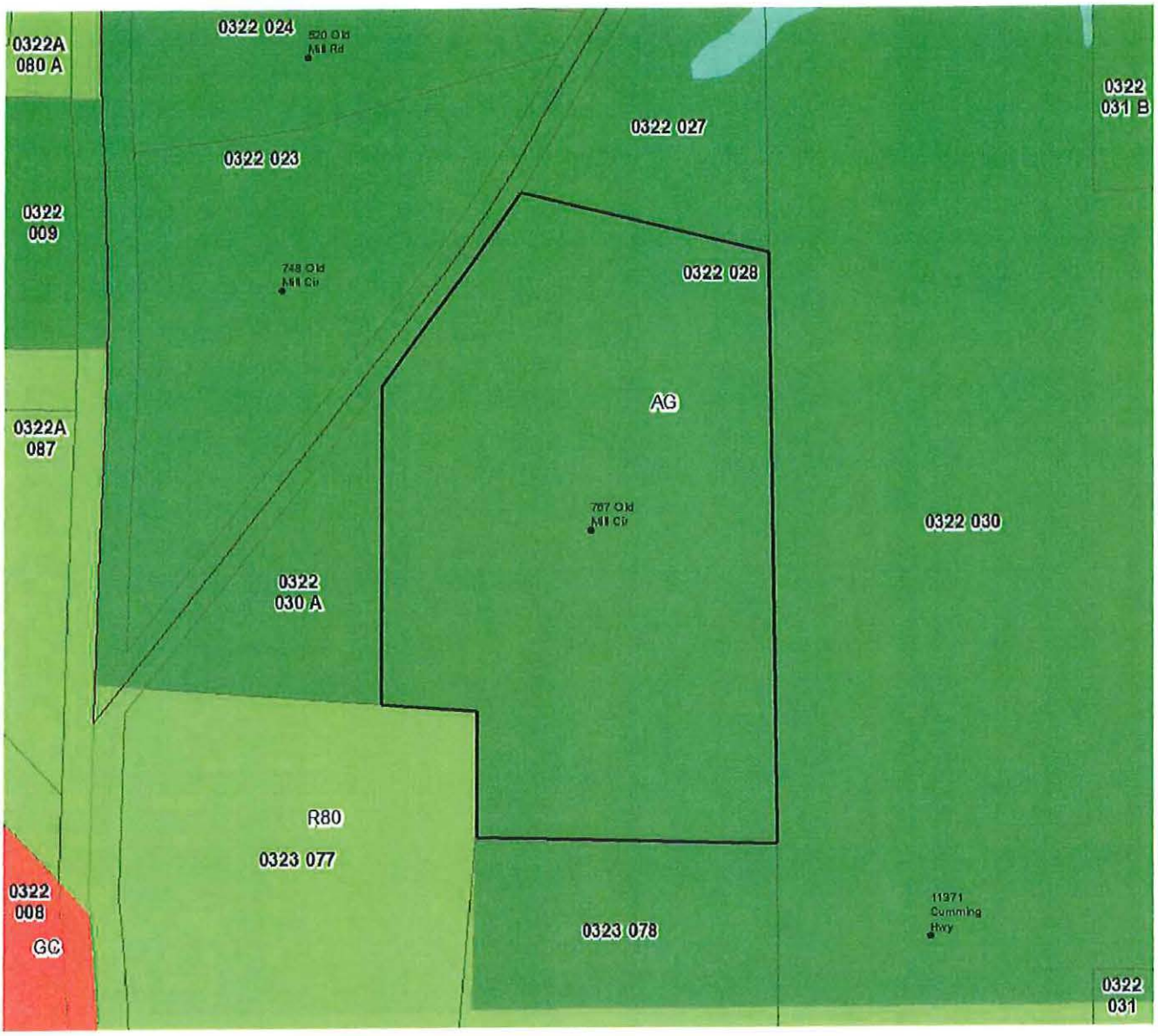
Melba F. Bruce 9-4-14
Signature of Owner **Date**
(As is appears on Deed)

Melba F. Bruce
Typed or Printed Name and Title

Vicky R McPheron 9/4/14
Signature of Notary Public **Date**

VICKY R McPHERON NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 5, 2017


N 59° 17' 39" W 239.79
S 36° 55' 57" W - 143.07'
ROAD
UNPAVED
P.P.
2.0 acres
S 00° 42' 07" E - 316.65'
N 00° 07' 23" E - 429.97
1.22 acres
S 87° 19' 12" E - 10.91'
S 01° 30' 18" W
113.29'
S 88° 25' 40" E - 279.52'



CURRENT ZONING MAP


0322A
030A
0322 024
0322 027
0322
031 B
0322 023
0322
009
0322 028
0322A
087
0322 030
0322
030 A
0323 077
0322
008
0323 078
0322
031

2012 AERIAL

Cherokee County, Georgia
Agenda Request

SUBJECT: Salary Increases for Investigators MEETING DATE: 11/4/14

SUBMITTED BY: Jessica Moss

COMMISSION ACTION REQUESTED:
Transfer budget from Court Reporters to Salary Contingency to cover 10% raises for three Investigators in the Solicitors office

FACTS AND ISSUES:

Investigator positions given 10% raise as part of the Public Safety increases. The $11,082 is the amount needed to cover the difference between the originally budgeted increase of 2% and the new increase of 10%. The Solicitor's office will no longer need to pay for transcripts due to changes in the way the Court Reporters are paid so the money will be transferred from that line. Net affect to budget is $0.

BUDGET:

Budgeted Amount:	$	Account Name:	
Amount Encumbered:	$	Account #:	
Amount Spent to Date:	$		
Amount Requested:	$0		
Amended 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

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: Jessica K. Moss

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

-

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
12310000	521201	Court Reporters	(11,082.00)
12310000	511104	Salary Contingency	11,082.00

-

PURPOSE OF TRANSFER/ AMENDMENT

Transfer budget from court reporters to salary contingency to fund raises for Investigators.

Department Head Approval: *Jessica K. Moss*

County Manager Approval: _____

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

Cherokee County, Georgia
Agenda Request

SUBJECT: Case Manager Drug Accountability Court MEETING DATE: 11/04/2014

SUBMITTED BY: Jennifer Williams, Coordinator, Drug Accountability Court

COMMISSION ACTION REQUESTED:

Approve addition of Case Manager for Drug Accountability Court.

FACTS AND ISSUES:

- 3 positions were approved during the BOC meeting on 09/04/2012 for the BJA Federal Grant Award 2012-DC-BX-0040.
- The Federal Grant budget has been amended to change one of the positions from a part time Compliance Officer to a part time Administrative Assistant.
- The administrative assistant position in project code FEDER would be combined with the case manager position budgeted in project code DATE to create one full time Case Manager/Administrative Assistant. Benefits would be paid from project code DATE.
- $ 16,000 of Salary funded by Federal Grant, Project Code FEDER for one year (10/01/2014 – 09/30/2014)
- Other Half of Salary and all benefits will be funded utilizing DATE funds
- After 09/30/2015, if the FEDER grant is not extended, salary plus benefits will be transferred to Project Code PART fund as funding allows. If no funding is available, than position will be eliminated.

BUDGET:

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

Account Name:
Account #:

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

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

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: Jennifer Williams, Coordinator

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Cherokee County Board of Commissioners
Budget Transfer/ Amendment Form

REVENUES:

Department Org Code	Object	Account Name	Amount

-

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
22151000	511200-FEDER	PART TIME SALARY	(16,000.00)
22151000	511100-FEDER	FULL TIME SALARY	16,000.00
22151000	511200-DATE	PART TIME SALARY	(16,000.00)
22151000	511100-DATE	FULL TIME SALARY	16,000.00
22151000	531100-DATE	PROF SERVICES	(6,291.00)
22151000	512101-DATE	HEALTH INS	3,823.00
22151000	512102-DATE	LIFE INS	116.00
22151000	512103-DATE	DENTAL INS	198.00
22151000	512104-DATE	LTD INS	204.00
22151000	512105-DATE	STD INS	37.00
22151000	512403-DATE	DEFINED BENEFITS	1,913.00

-

PURPOSE OF TRANSFER/ AMENDMENT

BUDGETED PART TIME POSITION IN EACH FEDER AND DATE -
CHANGED TO FULL TIME POSITION WITH BENEFITS AND RETIREMENT
1/2 OF SALARY, FICA & MED TO BE PAID BY FEDERAL GRANT
1/2 OF SALARY, FICA & MED AND 100% OF BENES AND RETIREMENT TO BE PAID
FROM DATE MONIES

Department Head Approval: Jennifer Williams, Coordinator

County Manager Approval:

Date Approved by BOC (please attach a copy of Minutes) 11/4/2014

Cherokee County, Georgia
Agenda Request

SUBJECT: Fire Apparatus Procurement MEETING DATE: 11/4/2014

SUBMITTED BY: Chief Tim Prather, Cherokee Fire & ES

COMMISSION ACTION REQUESTED:

Approve procurement of one Aerial Apparatus and four Pumper Apparatuses from FireLine, Inc. totaling $2,419,174 for the Cherokee County Fire & ES Department and authorize Budget Amendment.

FACTS AND ISSUES:

The Cherokee County Fire & ES Department budgeted monies in its FY2015 budget to purchase new fire apparatuses. RFP#2014-83 was released on September 30, 2014 and proposals were received on October 15, 2014. The RFP was to purchase one Aerial Ladder Apparatus and four Rescue Pumper Apparatuses which met the specifications outlined by Cherokee County Fire & ES. Proposals from three companies were determined to meet the required specifications and were evaluated by several members of the Cherokee County Fire & ES Department, along with pricing evaluation by the Procurement Department. The Procurement Summary is attached.

Two companies proposed pricing for the Aerial Ladder: FireLine proposed the E-One Aerial and Ten-8 proposed the Pierce Aerial. FireLine was the lowest priced at $919,982 compared to Ten-8 priced at $1,005,789.

Three companies proposed pricing for the Rescue Pumper: FireLine proposed the E-One Pumper, Ten-8 proposed the Pierce Pumper and Rosenbauer proposed the Rosenbauer Pumper. FireLine was again the lowest priced at $374,798 per pumper compared to Ten-8 priced at $378,535 per pumper and Rosenbauer priced at $390,504 per pumper.

Pricing was also requested and evaluated as a "package price" from companies to provide a best pricing for both apparatuses – the aerial and the pumper as a combined purchase. Only FireLine and Ten-8 offered package pricing and FireLine was the lowest. Additionally, purchase from Ten-8 required full payment upon ordering the apparatuses to obtain their best price or 50% payment upon ordering to obtain their 2nd best pricing.

A budget amendment is needed to reallocate the monies in the approved FY2015 SPLOST Funds 322 and 323 to the 544220 – Vehicles line item and to budget the Hickory Flat Volunteer Fire Department contribution of $110,000.

BUDGET:

Amount Requested: $2,419,174

SPLOST V - $75,060, Acct: 33520000-542200-57410
SPLOST 2012 - $2,040,000, Acct: 33522000-542200-67402 ($1,125,000) and
Acct: 33522000-542200-67400 ($914,940)
Fire Fund 270 Reserves - $194,174, Acct: 23520000-542200
Hickory Flat VFD Contribution - $110,000, Acct: 23520000-542200 for expenditure, to be reimbursed in 27090-383010

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:

Approve procurement of one Aerial Apparatus and four Pumper Apparatuses from FireLine, Inc. totaling $2,419,174 for the Cherokee County Fire & ES Department and authorize Budget Amendment.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Cherokee County Board of Commissioners
Budget Transfer/ Amendment Form

Instructions:

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

REVENUES:

Department Org Code	Object	Account Name	Amount
27090	383010	Fire Fund - Misc Reimb	110,000.00
			110,000.00

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
23520000	542200	Fire Fighting - Vehicles	110,000.00
33520000	542100-57410	SPLOST V Fire - Machinery	(75,060.00)
33520000	542200-57410	SPLOST V Fire - Vehicles	75,060.00
33522000	542500-67402	SPLOST 2012 Fire - Other Equip	(1,125,000.00)
33522000	542200-67402	SPLOST 2012 Fire - Vehicles	1,125,000.00
			110,000.00

PURPOSE OF TRANSFER/ AMENDMENT

Budget amendment to move amounts budgeted for Other Equipment and Machinery to Vehicles where the purchase of new fire trucks will actually be charged. Also amendment needed to recognize the contribution from Hickory Flat VFD.

Department Head Approval:

County Manager Approval:

Date Approved by BOC (please attach a copy of Minutes) 11/4/2014

Procurement Summary

Date Submitted:	**30-Oct-14**	
Submitted by:	**Dale Jordan**	
PSA Number:		
Value of Contract:	**$**	**2,419,174**
Period of Performance:	**27-Jul-15**	
Supplier Name:	Fire Line, Inc.	
General Description:	(1) Aerial and (4) Pumper/Tanker Apparatus	
Source of Funds:	SPLOST 2005 & 2012, Hickory Flats VFD & Reserves	

Contract Information

Proposed Contract Type

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

Formal Advertised Procurement: Yes [X] No* [ ]

Number of Bidders Contacted / Number of Bids Received: 8 | 3

Supplier Selection Based on:

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

*

Aerial / Pumper

Weight	Evaluation Criteria
40%/48%	Price
35%/35%	Technical
10%/10%	Quality Program
8%/7%	Management
7%/0%	Practical Use Evaluation

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

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

Summary of Analysis / Scoring

Total Score*	Price*	Item(s)	Bidder	Location	Rep Brand
98.7	$ 1,499,192	4 Pumper Tankers	Fire Line, Inc.	Winder, GA	E-One
94.3	$ 1,514,140	4 Pumper Tankers	Ten-8 Fire & Safety Equipment	Forsyth, GA	Pierce
92.9	$ 1,562,016	4 Pumper Tankers	Southern Emergency Products	Flintstone, GA	Rosenbauer
98.0	$ 919,982	1 Aerial Apparatus	Fire Line, Inc.	Winder, GA	E-One
89.3	$ 1,005,789	1 Aerial Apparatus	Ten-8 Fire & Safety Equipment	Forsyth, GA	Pierce

Fair Price Determination:

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

Important Price Evaluation Notes: Both Fire Line and Ten-8 quoted both Apparatus types while Southern Emergency Products just the Pumper/Tankers. The Ten-8 quote offered package pricing for the purchase of both device types while Fire Line only offered stand-alone pricing for each device type. The Ten-8 package price of $17,000 less than the Sum of their stand-alone pricing. Still, The Fire Line stand-alone total of $2,419,174 was still less than the Ten-8 package total of $2,502,929. Thus, the Fire Line quotes were the lowest on both Apparatus as stand-alone and in total when compared to the Ten-8 package pricing.

Why Other Than Low Bidder Selected: N/A
(If Applicable)

***Notes:**

This award was the result of a competitive proposals procurement process that resulted in both the best scoring and the best total points from a best value perspective resulting in the same supplier.
The technical evaluation was conducted by an evaluation team in the Fire Department.
The Sources of funding are as follows: $75,000 from 2005 SPLOST, $2,040,000 from 2012 SPLOST, $110,000 from the Hickory Flats VFD and $194,174 from Reserves, all of which were budged for FY2015 for this purpose. This procurement leaves $105,826 in Reserves for contingency.

Aerial & 4 Pumpers RFP # 2014-083 Scoring Totals

	Proposing Company		Ten-8	Fire Line	Southern Emergency Products
	Manufacturer		Pierce	E-One	Rosenbauer
	Place of Business		Forsyth, GA	Winder, GA	Flintstone, GA
Item	Aerial	Possible Points	Aerial	Aerial	Aerial
	Criteria				
1	Pricing	40	36.27	40.00	
2	Quality Program	10	10.00	10.00	
3	Technical	35	30.00	33.00	
4	Business	8	8.00	8.00	
5	Demonstration	7	5.00	7.00	
	Independent Totals	100	89.27	98.00	
Item	Pumper	Possible Points	Pumper	Pumper	Pumper
	Criteria				
1	Pricing	48	47.52	48.00	45.99
2	Quality Program	10	10	10	10
3	Technical	35	29.79	33.70	29.95
4	Business	7	7	7	7
	Independent Totals	100	94.31	98.70	92.94
Item	Package Pricing	Possible Points			
1	Pricing Total	88	84.95	88.00	
2	Sum QA	20	20.00	20.00	
3	Sum Technical	70	59.79	66.70	
4	Sum Business	15	15.00	15.00	
5	Demo	7	5.00	7.00	
	Package Totals	200	184.74	196.70	

Stand Alone Bids

Quantity	Item	Ten-8 Pierce		Fire Line E-One		Southern Emergency Products Rosenbauer		
						Body	$186,269	
						Chassis	$204,235	
4	Pumper Trucks	$378,535	$1,514,140	$374,798	$1,499,192	To Spec.	$390,504	$1,562,016
		99.00%		100.00%			95.81%	
	48 Points Available	47.5		48.0			46.0	
1	ALU Ladder Aerial 100Ft	$1,005,789	$1,005,789	$919,982	$919,982			
		90.67%		100.00%				
	40 Points Available	36.3		40.0				

Grand Totals and Package Pricing

Total		$2,519,929	$2,419,174	
Package		$2,502,929	$2,419,174	
Package vs Sum:		$83,755		
Scoring		0.97		
	88	84.95	88.00	

Alternate Ladder Truck Proposals

Quantity		Pierce		E-One		Rosenbauer
	Alternate One - Ladder					
1	Steel Ladder	$956,315	$956,315	Did Not Offer Alt.s		
	Total		$2,470,455			
	Package		$2,453,455	Compare	$2,419,174	
	Savings	To Base Bid:	$49,474	vs E-One	-$34,281	
	Alternate One Offers No Savings Over Low Bid (to original specification)					
Quantity	**Alt. Two - Alum. Ladder**	Pierce		E-One		
1	Engine to Detroit Diesel	$998,289	$998,289	Did Not Offer Alt.s		
	Total		$2,512,429			
	Package		$2,495,429	Compare	$2,419,174	
	Savings	To Base Bid:	$7,500	vs E-One	-$76,255	
	Alternate Two Offers No Savings Over Low Bid (to original specification)					
Quantity	**Alt. Three - Steel Ladder**	Pierce		E-One		
1	Engine to Detroit Diesel	$948,815	$948,815	Did Not Offer Alt.s		
1	Steel Ladder					
	Total		$948,815			
	Package		$2,445,429	Compare	$2,419,174	
	Savings	To Base Bid:	$57,500	vs E-One	-$26,255	
	Alternate Two Offers No Savings Over Low Bid (to original specification)					

	Recent History		
3	Pumper Trucks	$349,359	9/4/2013
	Price Increase	$25,439	
	Percentage Change	7.3% INCREASE	

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 4th day of November 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 FireLine, Inc., ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as the manufacture, test and delivery of one (1) Fire Aerial and four (4) Fire Pumper/Tanker Trucks; 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

The County is entering into a contract with FireLine, Inc., an authorized E-One, Inc. dealer, to design, manufacture, test and deliver one E-One Custom 100' Rear Mount Aerial Platform on a Cyclone II Cab and Chassis with a Cummins ISX 500hp Diesel Engine and four E-One Custom Rescue Pumpers on Typhoon Cabs and Chassis with a Cummins ISL 450hp Diesel Engine with all Equipment.

B. The Work

The Work to be completed under this Agreement (the "Work") is outlined in the RFP#2014-83: Fire Apparatuses and FireLine's proposal dated 10/27/2014, incorporated by reference.

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 July 27, 2015 or 270 calendar days from order. 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 by Consultant upon certification by the County that the Work was actually performed 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. Any material deviations in tests or inspections performed, or times or locations required in order 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 ten (10) days after delivery of the vehicles to the specified location and provided that the vehicles are accepted by the County upon delivery, test and inspection.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed Two Million Four Hundred Nineteen Thousand One Hundred Seventy-Four Dollars and Zero Cents ($2,419,174), except as outlined in Section II(C) above. The compensation for Work performed shall be based upon the following pricing:

Apparatus	Price Per Ea	Qty	Total Cost
Aerial Platform	$919,982	1	$919,982
Rescue Pumper	$374,798	4	$1,499,192
	TOTAL		$2,419,174

C. There is no Reimbursement for Costs included as part of this Agreement.

D. Acceptance and Payment: Cherokee County representative(s) reserve(s) the right to inspect the apparatuses (aerial and pumpers) at the manufacturing facility prior to shipment. All non-conformances to the requirements shall be remediated at the County's option and tested to the satisfaction of the Cherokee County representative(s) prior to the shipment by the Consultant of the apparatus. Upon delivery, to a location to be determined by the County, the County will have ten (10) business days to inspect, test, accept and provide payment for the apparatus.

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**

Ryan McDonel 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. Bests' 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.
__X__ **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

Dale Jordan, Director of Procurement and Risk Management, 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.~~

☒ This Section not applicable.

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 Dale Jordan for the County and Ryan McDonel 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:

Ryan McDonel
FireLine, Inc.
725 Patrick Industrial Lane
Winder, GA 30680

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: FireLine, Inc.

By: Ryan P. McDonell
Its: Ryan P. McDonell

[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:

112687
Federal Work Authorization User ID#:

6/7/2013
Date of Authorization

Fired Inc. Inc.
Name of Contractor

#2014-83: Fire Apparatuses
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 OCT. 31, 2014 in
Milledgeville (city), GA (state)

Signature of Authorized Officer or Agent

Ryan P. McDonald, APPARATUS SALES
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 31 DAY OF October, 2014.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
5-16-16

Amended, removed from Agenda

Cherokee County, Georgia
Agenda Request

SUBJECT: MEDICAL HARDSHIP

MEETING DATE: NOVEMBER 4, 2014

SUBMITTED BY: VICKI TAYLOR LEE, AICP

COMMISSION ACTION REQUESTED:

Consider approval of a Temporary Medical Hardship for Ms. India L. Hagstrom of 506 Bentwood Drive, Woodstock.

FACTS AND ISSUES:

Ms. Hagstrom has requested a Medical Hardship designation for her property to provide temporary housing for her brother in-law in a recreational vehicle behind her home. Article 7, Section 7.7-1 a (6) Hardship Situations: A manufactured home may be temporarily placed upon an individual lot when the applicant can show extreme hardship resulting from loss of use of a home or building due to fire, flood or other damage making it unfit or; unsafe for use or occupancy; resulting from extensive remodeling of a home or business making it unsuitable for use or occupancy; or a health or health related problem of a family member which warrants proximity of that relative for monitoring purposes. In cases of hardship, where a temporary use permit is granted, such use is limited to a period not to exceed twelve (12) months without specific written approval of the Board of Commissioners, who may require new evidence of the conditions upon which the hardship was based. Prior to the issuance of a temporary use permit based on hardship, the applicant must execute a statement that he acknowledges and agrees that the permit is valid only so long as the conditions of the permit are met, that upon the termination of any of the conditions, the applicant shall cause the removal of the manufactured home at his own expense and failure to do so grants to Cherokee County the right to remove the same from the premises at the applicant's expense.

(iii) states, "An application for hardship due to a health or health related problem of a family relative which warrants proximity of that relative for monitoring purposes must be supported by affidavits as to the facts alleged, which affidavits are submitted to the Zoning Administrator at the time of application on forms provided by Planning and Zoning. Both the lack of space within the applicant's home to accommodate the family relative and the health or health related problem must be evidenced and certified to the Zoning Administrator and the application based upon health considerations must be accompanied by an affidavit from a physician stating the health problems necessitating monitoring. The affidavit from the doctor stating the health problem shall contain the sworn statement of such physician that:

(a)The family relative for whom the temporary use of a mobile home is requested requires 24-hour nursing care involving the physical presence of a monitor, nurse or attendant or the presence of such monitor, nurse or attendant within voice communication of the attended relative; OR

(b)The health or health related condition or disability of the family relative has existed for six (6) or more months before the date of the application for the temporary use permit, and/or in the professional medical opinion of the physician completing the affidavit, the condition of disability is likely or continue for six (6) or more months. (Ord. 2008-Z-002, 09-16-08)

BUDGET:

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

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

ADMINISTRATIVE RECOMMENDATION:

That the BOC consider approval with regards to the recreational vehicle.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

REQUEST FOR TEMPORARY HARDSHIP PLACEMENT
CHEROKEE COUNTY, GEORGIA

Please read the Temporary Manufactured Home Regulations before filling out this application

Applicant's Information

Name: Gary J. Carter

Street Address: 506 Bentwood Drive

City: Woodstock, GA Zip: 30189 Phone #: 423-432-9290

I am requesting this hardship for India L. Hagstrom

Relationship to Applicant: sister-in-law

Property Owner's Information

Property Owner's Name: India L. Hagstrom

Street Address: 506 Bentwood Drive

City: Woodstock, GA Zip: 30189 Phone#: _____

Tax Map Number: 21N10A Parcel Number: H206 Zoning: _____

Acres: _____ Land Lot(s): 692 District: 21st

Purpose of this hardship request To allow Mr. Carter to live temporarily in the recreational vehicle to aid Ms. Hagstrom and his brother, Ms. Hagstrom's husband.

PLEASE NOTE: THIS APPLICATION IS FOR TEMPORARY PLACEMENT ONLY. IT MUST BE RENEWED AFTER THE INITIAL PERIOD OF 6 MONTHS IS COMPLETE.

I ACKNOWLEDGE AND AGREE THAT THE GRANTING OF THIS HARDSHIP PERMIT IS ISSUED ON A TEMPORARY BASIS AND ONCE THE HARDSHIP NO LONGER EXISTS, THE MANUFACTURED HOME MUST BE REMOVED FROM THE PREMISES. FAILURE TO REMOVE THE MOBILE HOME FROM THE PROPERTY GRANTS CHEROKEE COUNTY THE RIGHT TO DO SO AT THE APPLICANT'S/OWNER'S EXPENSE.

****We require <u>all</u> property owners' signatures that are on the recorded deed****

Applicant's Signature: _____ Date: _____

Property Owner's Signature: _____ Date: _____

_____ Date: _____

Owner of ~~Mobile Home~~ R.V.: _____

Article 7; Section 7.7-35(o)

780 Canton Road
Suite 400
Marietta, GA 30060

Phone:(770) 422-3602
Fax: (770) 421-6115
www.mariettaneurology.com

Joseph T. Hormes, MD Alan Maloon, MD Thomas M. Holmes, MD
Nithi S. Anand, MD, MPH Marat Reyzelman, MD

RE: India Hagstrom
DOB: 01/14/1956
506 Bentwood Drive
Woodstock, GA 30189

October 17, 2014

To Whom It May Concern;

The above patient has been treated by me in our office since October 5, 2002 after her traumatic head injury and subsequently a stroke. This has caused long-term neurological side effects, including short term memory loss and confusion.

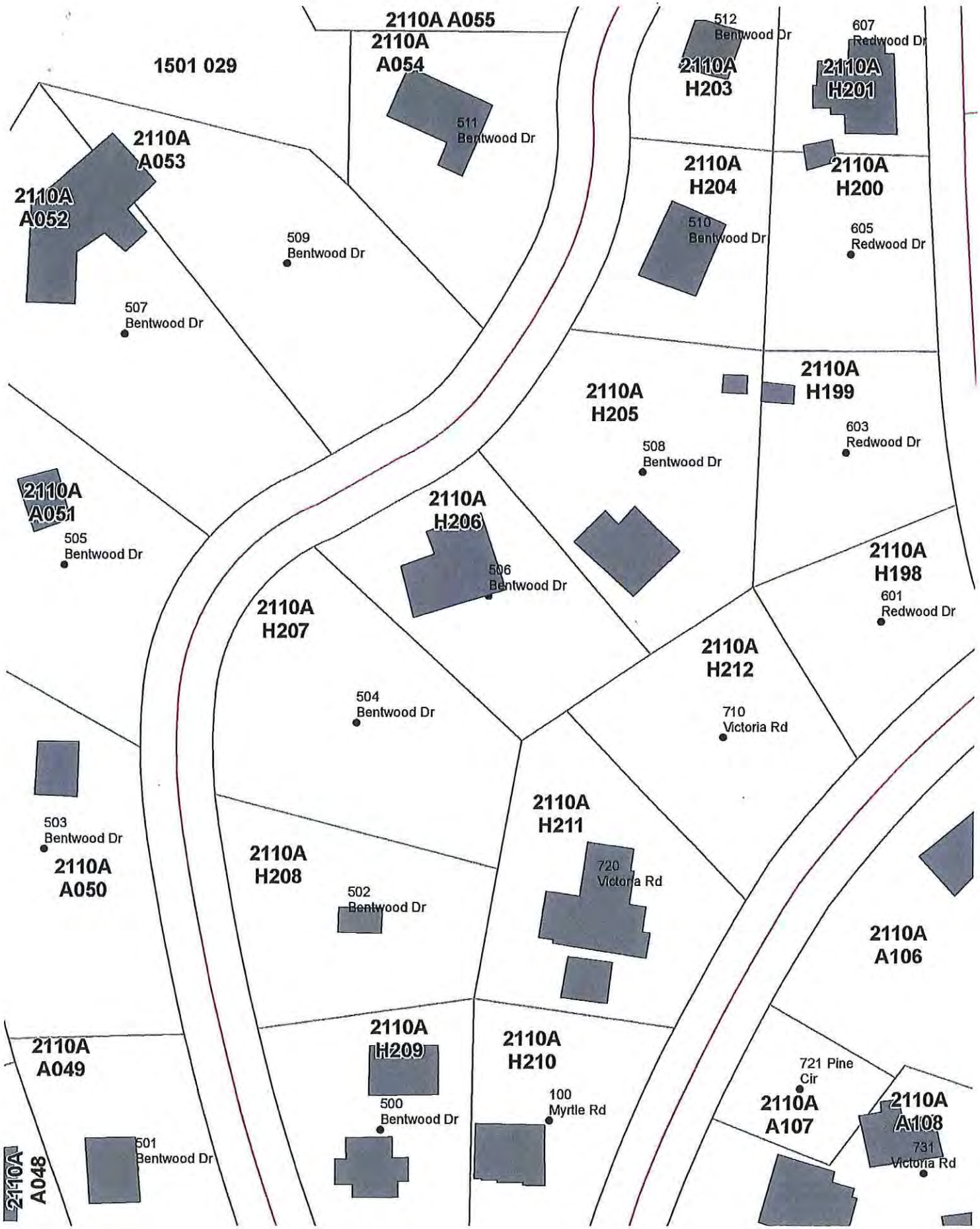
The effects of this injury also causes patient to become confused and disoriented thus unable to properly respond to everyday events.

This patient has developed chronic pain in her neck causing gait instability with the diagnosis of Chronic Neck Myelopathy as a result of the traumatic head injury.

These events and diagnoses have caused this patient to be totally handicapped and disabled.

If you have any questions, feel free to contact my office.

Alan Maloon, M.D.
AM/jw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1501 029
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510 Bentwood Dr
605 Redwood Dr
509 Bentwood Dr
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506 Bentwood Dr
2110A H198
601 Redwood Dr
2110A H207
2110A H212
504 Bentwood Dr
710 Victoria Rd
503 Bentwood Dr
2110A A050
2110A H211
2110A H208
720 Victoria Rd
502 Bentwood Dr
2110A A106
2110A A049
2110A H209
2110A H210
721 Pine Cir
500 Bentwood Dr
100 Myrtle Rd
2110A A107
2110A A108
501 Bentwood Dr
731 Victoria Rd
2110A A048


2110A A055
2110A A054
1501 029
2110A A053
2110A A052
511 Bentwood Dr
2110A H203
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2110A H200
510 Bentwood Dr
Redwood Dr
507 Bentwood Dr
2110A H199
2110A H205
603 Redwood Dr
2110A A051
2110A H206
2110A H198
2110A H207
2110A H212
2110A H211
2110A A050
2110A H208
720 Victoria Rd
2110A A106
2110A A049
2110A H209
2110A H210
500 Bentwood Dr
100 Myrtle Rd
2110A A107
2110A A108
731 Victoria Rd
2110A A048

Cherokee County, Georgia
Agenda Request

SUBJECT: DEANNEXATION

MEETING DATE: NOVEMBER 4, 2014

SUBMITTED BY: VICKI TAYLOR LEE, AICP

COMMISSION ACTION REQUESTED:

Request the Board of Commissioners adopt a Resolution consenting to the deannexation of property from the City of Ball Ground.

FACTS AND ISSUES:

The owner of 1355 Ball Ground Road in the City of Ball Ground has petitioned for deannexation from the City of Ball Ground in order to place a single modular home within a 55 acre parcel currently zoned R-40. The property is in Land Lots 86, 87, 130, 131, and 159, 3rd District, 2nd Section and is further described as Tax Map 03N07, Parcel 064. The applicant wishes to retain the current zoning classification, however, within the City a modular home is not allowed in zoning districts other than RE and AG.

BUDGET:

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

Account Name:
Account #:

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

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

ADMINISTRATIVE RECOMMENDATION:

That the Board of Commissioners adopt an ordinances consenting to the deannexation of the properties as requested.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

SAMS & COLE, LLC
ATTORNEYS AT LAW
2809 LASSITER ROAD, SUITE 100
MARIETTA, GEORGIA 30062
TELEPHONE 770-552-4727
FACSIMILE 404-924-2923

STEVEN W. COLE steve.cole@samscole.com

Transmitted Via email to:
Vicki Taylor Lee vtaylor@cherokeega.com

Ms. Vicki Taylor Lee, AICP
Zoning Administrator
Land Use Management
Cherokee County, Georgia

October 28, 2104

Re: Property owned by Crossroads Leasing Co., LLC

Dear Ms. Lee;

Please accept this as the request of my client (Crossroads Leasing Co., LLC) that Cherokee County consider the acceptance of the property being more particularly described at Deed Book 12763 Page 109, Cherokee County, Georgia records and being more particularly described on Exhibit A attached hereto and made a part hereof by reference.

It is my understanding that the County will present my client's request on November 4, 2014. I am currently working with the City Attorney for Ball Ground to achieve de annexation of the attached property.

If you need any additional documentation please contact me.

Thank you in advance.

Sincerely,
SAMS & COLE, LLC

Steven W. Cole

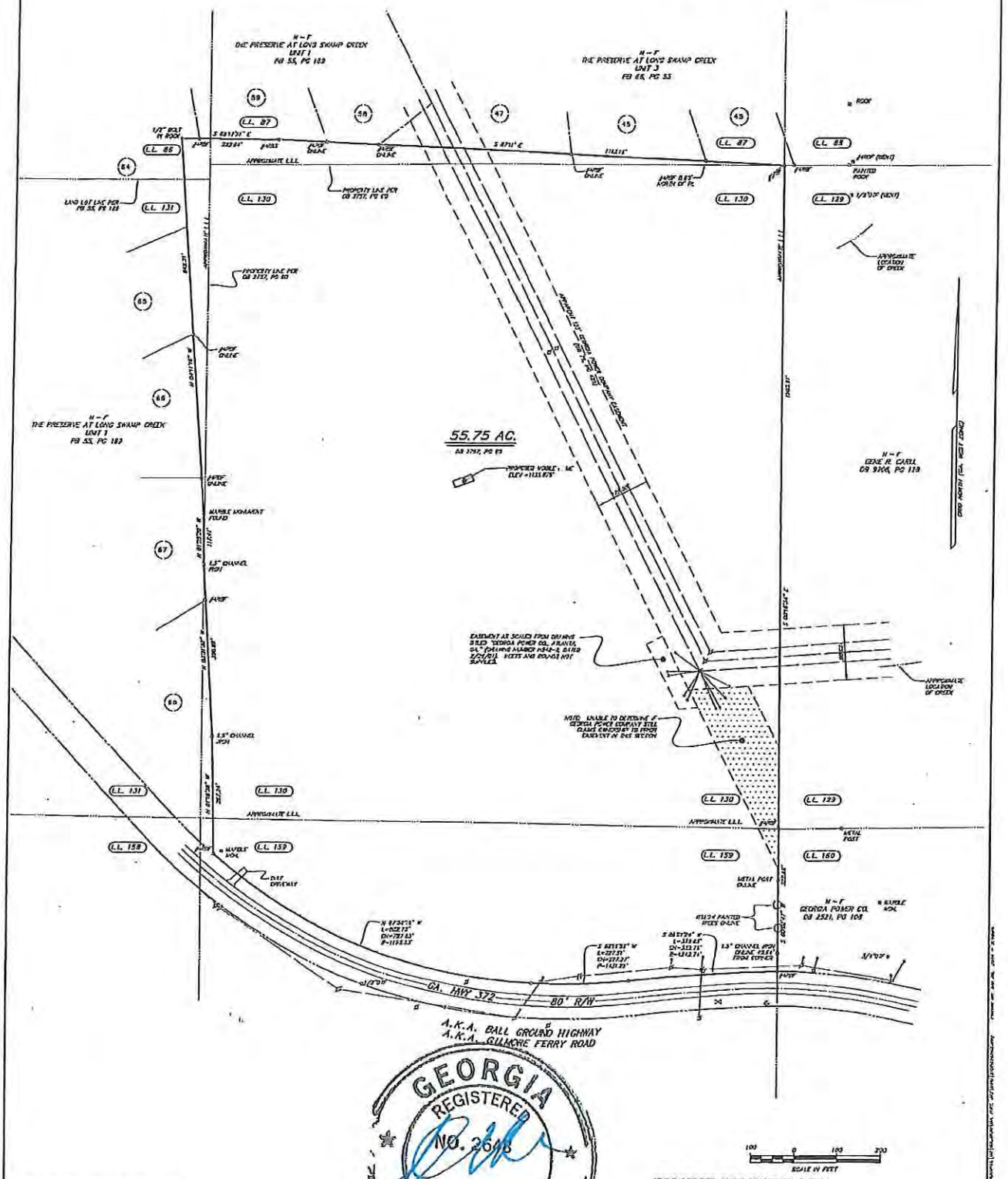
SWC/dp

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FINE STRONG DIGITAL INTEGRATE AND ELECTRONIC DISTANCE METER ; LINEAR PRECISION OF SURVEYED ; 1/16,000 ; ANGULAR ERROR 3" PER POINT. THE SURVEYED AREA ADJUSTED USING THE COMPUTER RULE LEAST PRECISION OF THIS PLAT. UNDERGROUND FEATURES OF SITE NOT SHOWN

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN AS IS IN ZONE X ; ACCORDING TO F.E.M.A. (F.I.R.M.) COMMUNITY NUMBER 2 ; UNIT ; DATE NUMBER F. EFFECTIVE DATE ; SEPTEMBER 29, 2006 ;

LEGEND

P.P.- POWER POLE	C.B.- CATCH BASIN
L.P.- LIGHT POLE	R.C.P.- REINFORCED CONCRETE PIPE
F.H.- FIRE HYDRANT	C.M.P.- CORRUGATED METAL PIPE
M.H.- SANITARY SEWER MANHOLE	F.F.E.- FINISHED FLOOR ELEVATION
W.M.- WATER METER	WV - WATER VALVE
G.M.- GAS METER	TELEPHONE MANHOLE
R.S.S.- REINFORCING BAR SET	UNDERGROUND ELECTRICAL LINE
R.B.F.- REINFORCING BAR FOUND	OVERHEAD POWER LINES
C.I.T.- CROMP TOP PIPE FOUND	FIRE HYDRANT
O.I.T.- OPEN TOP PIPE FOUND	POWERLINE
R/W MON.- RIGHT-OF-WAY MONUMENT	WATER LINE
FENCE OF FENCE	UNDERGROUND TELEPHONE LINE
J.B.- JUNCTION BOX	GAS LINE
D.I.- CROP INLET / YARD INLET	



GEORGIA REGISTERED NO. 3648 LAND SURVEYOR SCOTT L. REECE

FIELD VERIFIED AND UPDATED ON 2-5-14

THIS SURVEY DOES INCLUDE EASEMENTS THAT ARE VISIBLE AND IS NOT RESPONSIBLE FOR UNDERGROUND UTILITIES OR OTHER OBJECTS THAT ARE NOT APPARENT BY VISUAL OBSERVATION. IE UNDERGROUND TANKS, GAS LINES, WATER LINES SEWER LINES ETC

THE PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, RESTRICTIONS, RESERVATIONS, CONDITIONS, OR OTHER MATTERS OF RECORD WHICH ARE NOT VISIBLE, NOT RECORDED OR NOT DISCLOSED IN THE SALE CONTRACT PROVIDED BY THE OWNER, THE PURCHASER, OR ANY PARTIES INTERESTED.

THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTIES STATED ON THE FACE OF THE SURVEY. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK

DATE	1/8/07	REVISIONS
SCALE	1:100'	3-5-14 UPDATE
DRAWN BY	1:S.M.	7-7-14
CHECKED BY	1:S.R.	SHOW PROPOSED MOBILE HOME
FIELD BOOK	1:361	

Gaskins

SURVEY FOR:

CROSSROADS LEASING COMPANY, LLC

LOCATED IN L.L. 85,87,130,131 & 159
3rd DISTRICT, 2nd SECTION
CHEROKEE COUNTY, GA.

Exhibit A

All that tract or parcel of land lying and being in Land Lots 86, 87, 130, 131 and 159 of the 3rd District, 2nd Section of Cherokee County, Georgia and being more particularly described as follows:

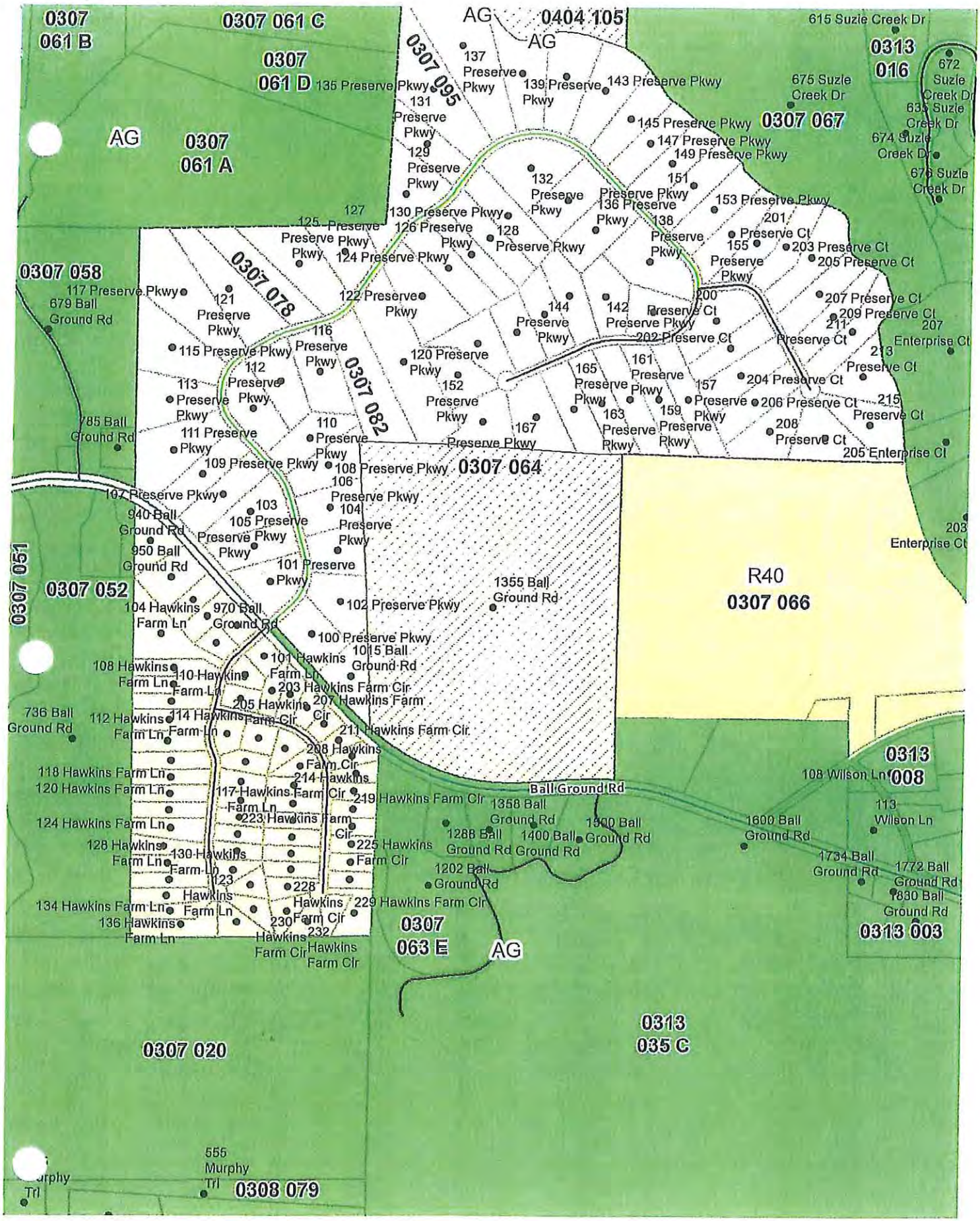
Beginning at #4 RBF located at the intersection of the north right of way of Ga. Highway 372 aka Ball Ground Highway aka Gilmore Ferry Road (an 80' right of way) and the east land lot line of said Land Lot 159, said #4 RBF being the **TRUE POINT OF BEGINNING**; running thence N 00° 02' 47" E along the east land lot line of said Land Lot 159 a distance of 322.66 feet to a #4 RBF located at the common land lot corner of Land Lots 129, 130, 159 and 160 said district and section, said #4 RBF being located at the southeast corner of said Land Lot 130; running thence N 00° 16' 34" W along the east land lot line of said Land Lot 130 a distance of 1503.91 feet to a #5 RBF located at the common land lot corner of Land Lots 87, 88, 129 and 130 said district and section, said #5 RBF being located at the northeast corner of said Land Lot 130; running thence N 87° 11' W along the south lot lines of Lots 45, 46, 47 of The Preserve at Long Swamp Creek, Unit 3 as more particularly described at Plat Book 66 Page 55, Cherokee County, Georgia records and the south lot lines of Lots 58 and 59 of The Preserve at Long Swamp Creek, Unit 1 as more particularly described at Plat Book 55 Page 189, Cherokee County, Georgia records a distance of 1163.16 feet to an #4 RBS; running thence N 89° 12' 51" W along the south lot lines of Lot 59 and 64 of The Preserve at Long Swamp Creek, Unit 1 as more particularly described at Plat Book 55 Page 189, Cherokee County, Georgia records a distance of 222.64 feet to a ½" Bolt in Rock; running thence S 04° 11' 16" E along the east lot lines of Lots 64, 65 and 66 of The Preserve at Long Swamp Creek, Unit 1 as more particularly described at Plat Book 55 Page 189, Cherokee County, Georgia records a distance of 849.21 feet to a #4 RBF located at the southeast corner of said Lot 66; running thence S 01° 25' 20" E along the east lot line of Lot 67 of The Preserve at Long Swamp Creek, Unit 1 as more particularly described at Plat Book 55 Page 189, Cherokee County, Georgia records a distance of 117.41 feet to a #4 RBF located at the southeast corner of said Lot 67; running thence S 03° 31' 32" E along the east lot line of Lot 69 of The Preserve at Long Swamp Creek, Unit 1 as more particularly described at Plat Book 55 Page 189, Cherokee County, Georgia records a distance of 390.89 feet to a 1.5 Channel Iron located on the east lot line of said Lot 69; running thence S 01° 16' 38" E along the east lot line of Lot 69 of The Preserve at Long Swamp Creek, Unit 1 as more particularly described at Plat Book 55 Page 189, Cherokee County, Georgia records a distance of 267.24 feet to a #4 RBF located on the north right of way of Gilmore Ferry Road; running thence southeast along said Gilmore Ferry Road an arc distance of 802.78 feet, said arc being subtended by a chord bearing S 67° 58' 16" E with a chord distance of 787.85 feet and a radius of 1198.23 feet to a

point on said Gilmore Ferry Road; running thence northeast along said Gilmore Ferry Road an arc distance of 227.51 feet said arc being subtended by a chord bearing N 88° 16′ 56″ E with a chord distance of 227.27 feet and a radius of 1431.29 feet to a point on said Gilmore Ferry Road; running thence northeast along said Gilmore Ferry Road an arc distance of 339.85 feet, said arc being subtended by a chord bearing N 86° 01′ 24″ E with a chord distance of 339.76 feet and a radius of 4242.74 feet to a #4 RBF located at the intersection of said Gilmore Ferry Road and the east land lot line of said Land Lot 159 and the point of beginning.

Said property containing 55.75 Acres

This being the same property as described in that certain survey for Crossroads Leasing Company, LLC dated 4/4/07 as last updated on 2-6-14 prepared by Christopher A. Evans, Registered Land Surveyor, Gaskins Engineering, Surveying, Land Planning, and Environmental.

This also being the same property as conveyed at that certain Quitclaim Deed from Coma Properties, Inc. to Renasant Bank, as successor in interest to Crescent Bank and Trust Company as recorded at Deed Book 12215 Pages 321-323, Cherokee County, Georgia records, said Deed Book and Pages being made a part hereof and incorporated herein by reference.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676 Suzie Creek Dr
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0307 078
0307 082
0307 064
R40
0307 066
0307 051
0307 052
0307 063 E
0313 008
0313 003
0313 035 C
0307 020
0308 079
Ball Ground Rd
Preserve Pkwy
Preserve Ct
Enterprise Ct
Hawkins Farm Ln
Hawkins Farm Cir
Wilson Ln
555 Murphy Trl

Angie version @ Exec Sess. – final Exec.

A RESOLUTION CONSENTING TO THE DEANNEXATION OF 55.75 +/- acres FROM THE CORPORATE LIMITS OF THE CITY OF BALL GROUND, GEORGIA

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

WHEREAS, the Georgia Code (O.C.G.A. § 36-36-22) grants municipalities the authority to deannex land within the existing corporate limits thereof upon 1) the written and signed application of all the owners of the land in question and 2) the adoption of a resolution by the governing authority of the county in which such property is located consenting to such deannexation; and

WHEREAS, Crossroads Leasing Co., LLC, the owners of certain Cherokee County properties desire the deannexation of their properties from the City of Ball Ground, such that the properties may become part of unincorporated Cherokee County; and

WHEREAS, Mr. Steven W. Cole of Sams & Cole, LLC, Attorneys At Law, as counsel for and upon behalf of Crossroad Leasing Co., LLC, has made a request to the Board of Commissioners of Cherokee County for consent to the proposed deannexation of said properties, identified as Parcel 064 of Tax Map 03N07 recorded and described at Deed Book 12763, Page 109 in the records of Cherokee County Clerk of Courts Office, and which properties are described in further detail on the attached Exhibit "A," incorporated herein by reference; and

WHEREAS, the Board of Commissioners finds that the public health, safety, and welfare will be served by the City of Ball Ground's de-annexation of Parcel 064 of Tax Map 03N07;

IT IS HEREBY RESOLVED by the Board of Commissioners of Cherokee County, as follows:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Authorization and Consent. In accordance with O.C.G.A. § 36-36-22, the Cherokee County Board of Commissioners hereby consents to the de-annexation of 55.75 acres from the corporate boundaries of the City of Ball Ground, Georgia.

Section 3. Moratorium. In the event that the City of Ball Ground approves the de-annexation of the above property from the City's corporate limits, a moratorium on the acceptance of any application for development permits and upon any other development activity on the subject properties shall become effective immediately upon such de-annexation without further action of the Board of Commissioners, with the exceptions of: 1) a building permit for the location of a single manufactured / modular home on the properties in conformity with the Cherokee County R-40 zoning district, and/or 2) an application seeking rezoning of the subject properties in accordance with the Cherokee County Zoning Ordinance. In the event that a rezoning application is not submitted by the owners of the subject property within thirty (30) days of the date of the City of Ball Ground's approval of de-annexation, the County Manager or his designee shall initiate applications to rezone the subject property. The above moratorium shall remain in effect until final action by the Board of Commissioners on the rezoning applications described above, following compliance with all relevant provisions of the Georgia Zoning Procedures Law (O.C.G.A. § 36-66-1, *et seq.*) and the Cherokee County Zoning Ordinance.

Section 4. **Certification.** The County Clerk is hereby directed to provide certified copies of this executed Resolution to the owners of the properties described above.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

BE IT SO RESOLVED, this 4th day of November, 2014.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

_____
L.B. Ahrens, Jr., Chairman

_____
Harry B. Johnston, District 1 Commissioner

_____
Raymond Gunnin, District 2 Commissioner

_____
Brian Poole, District 3 Commissioner

_____
Jason Nelms, District 4 Commissioner

ATTEST:

_____
Christy Black, County Clerk

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.