



Cherokee County Board of Commissioners WORK SESSION AGENDA

December 2, 2014
3:00 p.m. | Cherokee Hall

1. Cherokee County Division of Family and Children Services presentation by Charity Kemp, Director.
2. Update on progress of Outlet Shoppes by General Manager Charlie Brennan and Marketing Director Miliza Whitfield.
3. Topics for meeting with State Delegation on December 10th at 10:15 a.m. at the Chamber of Commerce-Terrace level.
4. Discussion of Regular Agenda Items.

ADJOURN

Executive Session to Follow



Georgia Division of Family and Children Services

CHEROKEE COUNTY SERVICES

*Presenter: Charity Kemp
Cherokee County DFCS Director*

Interim Director
Bobby Cagle

Vision

Stronger Families for a Stronger Georgia.

Mission

Strengthen Georgia by providing Individuals and Families access to services that promote self-sufficiency, independence, and protect Georgia's vulnerable children and adults.

Core Values

- **Provide access to resources that offer support and empower Georgians and their families.**
- **Deliver services professionally and treat all clients with dignity and respect.**
- **Manage business operations **effectively and efficiently** by aligning resources across the agency.**
- **Promote accountability, transparency and quality in all services we deliver and programs we administer.**
- **Develop our employees at all levels of the agency.**

Who does Cherokee County DFCS consist of?

- A Local Board of Directors
- County Director
- 2 Social Services Administrators
- 7 Social Services Supervisors
- 33 Social Services Case Managers
- 1 Office of Family Independence Supervisor
- 25 OFI Case Managers
- Additional regional support staff, OIG staff, Childcare staff, and Office of Investigative Services staff

Who makes up the County Board of Directors?

- ❖ Deputy Chief Vic West- Chair
- ❖ Angela Cuter- Vice Chair
- ❖ Ann Bradshaw
 - Nina Morris
 - Janice Prather
 - Donna Ratliff
 - Jeff Moon
- ❖ They each serve 5 year terms and are appointed by Legislative District Leaders

What Services are provided by DFCS?

- OFI (Office of Family Independence):
 - ❖ TANF (Temporary Assistance to Needy Families) Cash Assistance
 - ❖ Food Stamps
 - ❖ Medicaid
 - ❖ Childcare
 - ❖ Heat/ Christmas Assistance
 - ❖ Resource Assistance
- Social Services:
 - ❖ State Child Abuse Intake Hotline
 - ❖ Family Support
 - ❖ Child Protections Services Investigations
 - ❖ Family Preservation Services
 - ❖ Foster Care Services
 - ❖ Adoptions
 - ❖ Foster Home Recruitment

What changes have occurred for DFCS this year?

- First time ever that DFCS branched out of the DHR umbrella and has a direct link of an appointed Commissioner (Bobby Cagle) that reports directly to the Governor
- Family Support cases to help families in need of resources and community support
- State intake child abuse hotline
 - ❖ 1-855-GA-Child and all reports are issues out to the county to respond to

What changes have occurred for DFCS this year?

- First time ever that DFCS branched out of the DHR umbrella and has a direct link of an appointed Commissioner (Bobby Cagle) that reports directly to the Governor
- Family Support cases to help families in need of resources and community support
- DFCS has moved from incident based to overall family functioning
- State intake child abuse hotline
 - ❖ 1-855-GA-Child and all reports are issues out to the county to respond to

What changes have occurred for DFCS this year?

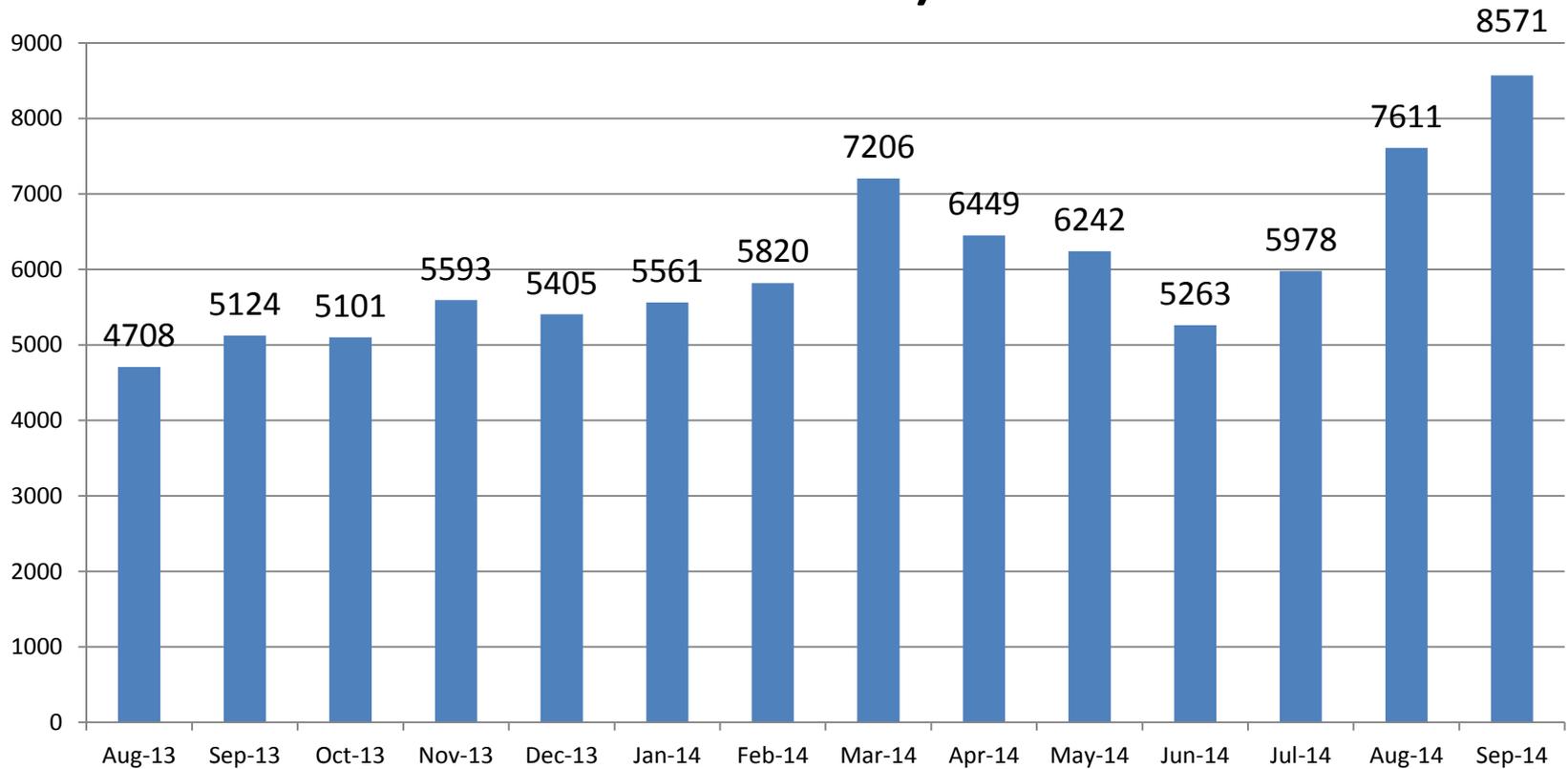
- OFI services are such as Medicaid and Food Stamps can be applied for locally but they are processed remotely across the state as a state program
 - ❖ This balances the work load of smaller and bigger counties for an ultimate goal of faster and more efficient services
 - ❖ This allows the customer to apply remotely at alternative locations or online without ever having to come to the DFCS office

What positive outcomes does DFCS produce?

- Increased accessibility to services and resources; as well as support
- Increased independence and overall improved well-being as a result
- Increased positive family functioning for a better quality of family life
- Reduced child abuse and child fatalities
- Permanency outcomes for all children that result in children have a life-long support system to become productive local citizens. This includes guardianships, permanent custody arrangements, adoptions, and successful reunifications.

❖ Cherokee County finalized 44 successful adoptions in the last two years for local children

New State Assessments by Month (Child Protection Services & Family Support Combined)



Annual OFI Benefits issued in Cherokee County:

- In the last year Cherokee County has provided the following OFI Benefits:
 - ❖ Served benefits to the following average monthly recipients: 111 families, 18 adults, 189 children, 207 recipients
 - ❖ Total Annual benefits distributed in Cherokee County: \$345, 410

State OFI Benefits distributed annually:

- The state program that Cherokee is included with:
- Distributed Food Stamps to 23,488,094 people, consisting of 10,940,594 households with the average household being 2.15
- Household receiving Food Stamps was 10,940,594, average monthly benefit per family was \$288.58 for a state average monthly FS benefit of \$263,103,506. Total state annual FS benefits \$3,157,242,070
- Total number of state applications for Medicaid during the last year was 668,642; average for each month was 55,720

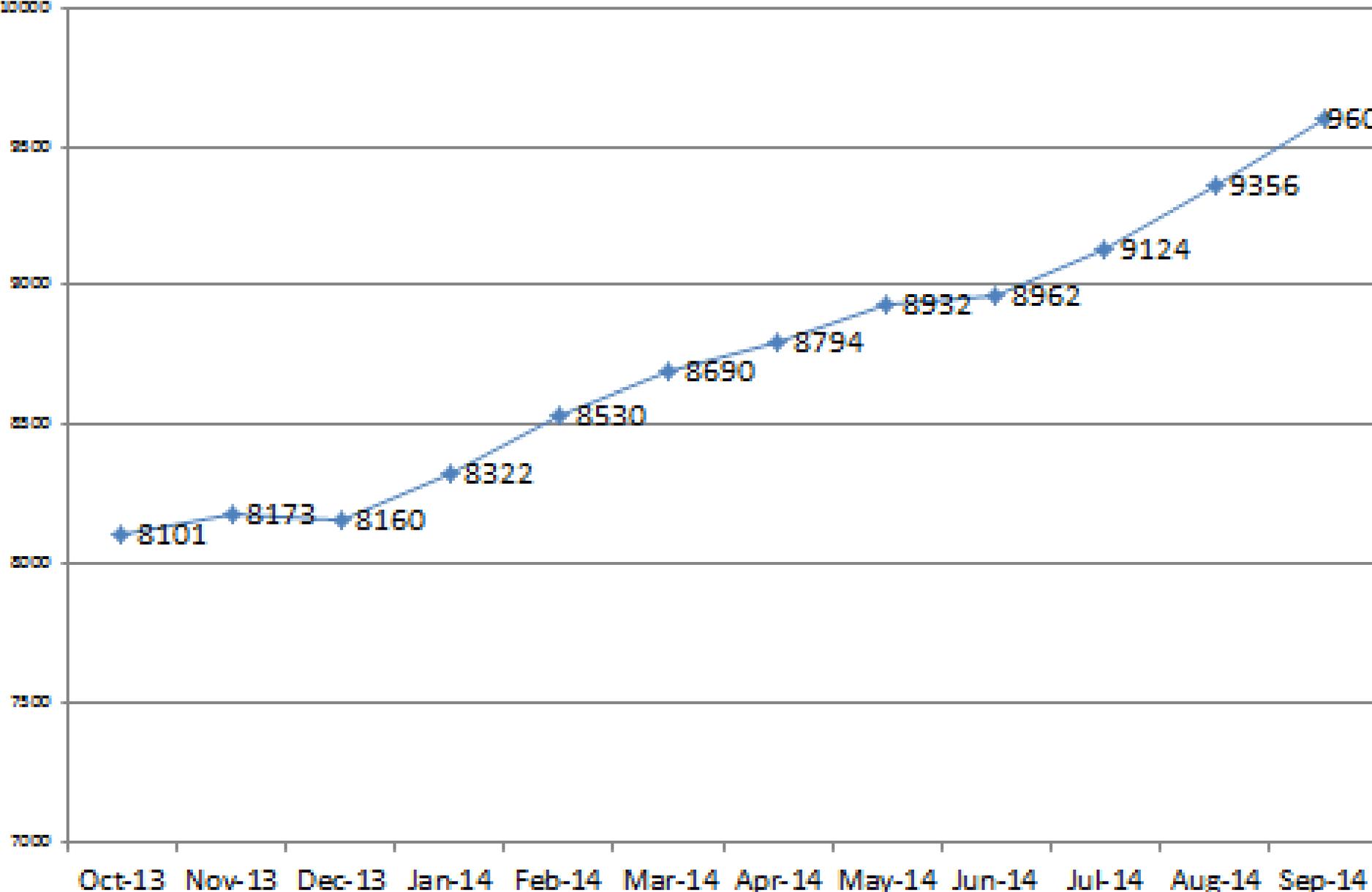
What does CPS look like in Cherokee County?

- Number of CPs reports received in the county was 152 in July 2014 and in October 2014 the total was 239
 - ❖ Referrals received: 13 Physical Abuse Reports, 1 sexual abuse report, and 117 neglect/ emotional abuse
 - ❖ There were 0 child fatality or serious injury reports
- In October 2014 the 239 allegations included:
 - ❖ 77 referrals assigned as CPS Investigations
 - ❖ 37 cases were substantiated for child abuse and 58 cases were unsubstantiated for the month of November

Family Preservation Services in the Home:

- A safety concern has been identified but it controlled enough for the child to remain in the home while the issue is worked on. The safety concern does not reach the level of removing the child from the home.
- Cherokee County currently has 79 open Family Preservation Cases. A Case Manager sees the child (ren) and parents at a minimum each month and works with community partners to provide needed services to the family. The courts only become involved when the family is noncompliant and will not cooperate with the services.

Foster Care Active Totals



What are the challenges of DFCS?

- We are Region 3 DFCS that consists of Cherokee, Bartow, Floyd, Polk, Paulding, Haralson, and
- Region 3 has the highest number of foster children in the state: 1440 children (15% of the state total)
- Cherokee has the highest number of children in care in the region
- As a region, we have over 220 children placed in childcare institutes throughout the state and over 400 children placed in therapeutic foster homes through private agencies

What does Foster Care look like in Cherokee County?

- As of October 2014, Cherokee Co. had **391** children in Foster Care
- A total of **41** children came into Foster Care during the month
- The average number of children coming into care per month is **25** children.
- Out of these **10** children are over the age of 18 years old and no longer under the Juvenile Court's Jurisdiction. This means that they have voluntarily signed themselves back into foster care.

Where are Cherokee's children placed?

- We only average approximately 60 foster homes in the county from month to month, with 106 beds for our children
- We have over 130 children placed with approved relatives
- There is additional bed space in some of the homes but that leaves a large number of our county's children to place in alternative placements (mostly outside of our county)
- We have an Outstanding Group home in the community (Goshen Valley) but we can only access it for males ages 12-18 years but they can only serve a limited amount of youth
- Our children are forced to be placed in group homes and mental health hospitals across the state

Partnership

- **Definition:**
 - ❖ The state of being a partner.
 - ❖ A business entity in which two or more co-owners contribute resources, share in profits and losses, and are individually liable for the entity's actions.
- **Who are we partners with?**
 - ❖ Schools, CASA, Advocacy Centers, local Law Enforcement, Juvenile Courts, DA's Office, CHINS Coordinators, local service providers, Domestic Violence Center, Department of Juvenile Justice, Child Fatality Committee, Goshen Valley Boys Ranch, Cherokee Chamber of Commerce, local businesses

Accountability

The obligation of an individual or organization to **account for** its activities, **accept responsibility** for them, and to disclose them in a **transparent** manner.

DFCS is embracing this approach and Cherokee County DFCS engages all community partners and collaborations with transparency to better serve the citizens and community of our county. We have a duty to the tax payers and to the local citizens.

What are the challenges of DFCS?

- DFCS is the sometimes the save all for the community.
- Technology challenges in implementing new approaches to the work
- Huge increases in referrals and the number of cases since going up on the state intake line.
- Extremely high caseloads. Region 3 has had the highest caseloads in the state for the past 4 years outside of the 4 metro counties: Fulton, Cobb, Gwinnett, and DeKalb.
 - ❖ Cherokee County currently has caseloads of 10-50 cases, which is extremely high. This ultimately effects the quality of services that families receive

What are the challenges of DFCS?

- High stress job, long hours, with limited compensation compared to private providers. Staff usually work anywhere from 40-80 hours per week. Core hours of 8:00-5:00 and also very non-traditional hours at night.
- They are often asked to go into homes with potential domestic violence, extensive substance abuse, physical abuse, sexual abuse, criminals, and scared victims. Our employees are always at risk of secondary trauma and safety concerns.
- Limited technology and limited resources to get the job done effectively.
- High caseloads that contribute to less time with each family and the ability to be able to concentrate on families in severe need

What are the challenges of DFCS?

- High staff turnover rate.
 - ❖ OFI Turnover Rate for 2014:
 - ❖ State OFI Statistics: Total positions 2353, Total Filled 1955, Total Vacant 398, State Vacancy Rate 16.9%, Monthly Turnover Rate 1.5%, Annual Turnover Rate 17%.
 - ❖ Cherokee County OFI Statistics: Medicaid Eligibility Specialist Positions 1, Family Independence Case Manager Positions 13, Supervisor Positions 1, Total Positions Filled 5, Positions Allocated 19, Vacant Positions 4, Turnover Rate 21.05%.

High Turnover Rate (Continued):

- High staff turnover rate
 - ❖ Social Services Turnover Rate for 2014:
 - ❖ State Social Services Statistics: Total Positions 2919, Total filled 2412, Total Vacant 507, Vacancy Rate 17.4%, Monthly Turnover Rate 2.4%, Annual Turnover Rate 35.1%
 - ❖ Cherokee County Social Services Statistics: Total filled 3 July 2014 32, FY15 Turnover total 5, Total positions 44, Vacancy Rate 20.45%, Turnover Rate 2.86% FY15 Turnover Rate 15.63%.

What can County Commissioners do to help Cherokee DFCS be more effective for the community?

- Help make the public aware of the state intake information for abuse and neglect (1-855- GA- CHILD)
- Contact us when there is an issue with receiving benefits so that we can assist the client with timely services
- Talk to local legislatures to advocate for higher pay and lower caseloads (which is accomplished by having a budget that allows more local staff to be hired)

What can County Commissioners do to help Cherokee DFCS be more effective for the community?

- Talk to your faith based community and other community partners about recruiting local foster homes for our community's children. If each person recruited one family the outcome would be substantial.
- Recruit local DFCS employees to represent our collaborative and work with partners to produce positive outcomes for the citizens of our local community
- Engage DFCS in local community partnerships so that as a community we can serve these children and families together to produce the best possible outcomes

What can Commissioners do to help Cherokee DFCS be more effective for the community?

- Help recruit for a local updated county building to house staff. We are currently #1 on the state list of needing a new building and are awaiting an identified site
 - ❖ DFCS is currently in a building with 13, 231 square feet. Staff are currently sitting in offices with 2-3 staff members and very limited space to accommodate families
 - ❖ Current proposed building would facilitate both DFCS and Child Support enforcement but only proposes a space of approximately 25,000 square feet for DFCS with cubicles that are 6 x 6 in size

What can Commissioners do to help Cherokee DFCS be more effective in the community?

- Based on the increasing workload over the past year, we anticipate a minimum 25% staffing increase to manage the work effectively
- The state is taking steps to reduce caseloads and this involves hiring of additional staff
- We should plan accordingly now so that we do not outgrow the new building
- Reduced caseloads and higher pay are two of the top priorities of the Governor to improve the work of DFCS

Please contact DFCS if you have
any additional questions!

Thank you for all that you do and
your support!!

CHEROKEE COUNTY DEPARTMENT OF FAMILY & CHILDREN SERVICES – 10-01-14

Charity Kemp, Director

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E-Mail – cakemp@dhr.state.ga.us

Brenda Baker, Social Services Administrator

Office - 770-720-3656 Cell - 404-242-7795

E-Mail - bnbaker@dhr.state.ga.us

CHILD PROTECTIVE SERVICES			PERMANENCY			REGIONAL STAFF
Mariela Perez o-770-720-3653 c-678-662-2492 mgperez@	Jessica Edwards o-770-720-3658 c-404-354-2867 jchrist@	December Jones o-770-720-3664 c-678-620-7523 dejones@	Sylvia Freeman o-770-720-3650 c-404-354-5882 syfreeman@	Jennifer Leikam o-770-720-3679 c-678-727-3179 jleikam@	Kari Holladay o-770-720-3633 c-678-644-9543 keholladay@	Margaret Dawe o-770-720-3607 c-770-330-6975 madawe@
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Sarah Cotton o-770-720-3667 c-770-539-1102 sacotton@	Heather Elson o-770-720-3686 c-678-428-3128 haelson@	Ariel Gladney o-770-720-3657 c-770-658-9718 argladney@	Tara Brodhead o-770-720-3692 c-404-387-6635 tibrodhead@	Kristopher Ingram o-770-720-3632 c-678-209-9250 kringram@	Jenny Kenney o-770-720-3560 c-470-774-9998 jekenney@	Rebecca Stephens o-770-720-6439 c-404-661-9381 rfstephens@
Samantha Dilling o-770-720-6440 c-404-594-0097 sadilling@	Allyse Fischer-Mullins o-770-720-3649 c-404-242-7579 afmullins@	Jennifer Isabelle o-770-720-3663 c-404-852-6350 jeisabelle@	Rebecca Holloman o-770-720-3683 c-678-209-9571 rholloman@	Gina Montgomery o-770-720-3670 c-470-554-5910 gimontgomery@	Raven Jamison o-770-720-6444 c-404-623-4650 rnjamison@	
Ashley Estabrook o-770-720-3689 c-678-576-5056 acestabrook@	Meredith Hardin o-770-720-3691 c-678-372-4267 mehardin@	Carlette Jones o-770-720-3662 c-404-623-5051 cajones7@	Tahmara Jackson o-770-720-3669 c-678-372-9087 ttjackson@	Jean Shelton o-770-720-3635 c-678-576-4517 jeshelton@	Mia Wolfrey o-770-720-3659 c-770-342-8875 miwolfrey@	
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ANNUAL REPORT

FY 2013

July 1, 2012 – June 30, 2013

**Cherokee County
Department of Family
and Children Services
P. O. Box 826
105 Lamar Haley Parkway
Canton, GA 30169
770-720-3610**





DHS VISION

Stronger families for a stronger Georgia.

DHS MISSION

Strengthen Georgia by providing individuals and families access to services that promote self-sufficiency, independence, and protect Georgia's vulnerable children and adults.

DHS CORE VALUES

Provide access to resources that offer support and empower Georgians and their families.

Deliver services professionally and treat all clients with dignity and respect. Manage business operations effectively and efficiently by aligning resources across the agency.

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Develop our employees at all levels of the agency.

CHEROKEE COUNTY DFCS BOARD OF DIRECTORS

Deputy Chief Vic West, Chair
Mrs. Angela Kuter, Vice-Chair
Mrs. Ann Bradshaw
Mr. Jeff Moon
Mrs. Nina Morris
Mrs. Janice Prather
Mrs. Donna Ratliff

CHEROKEE COUNTY DFCS STAFF

Charity Kemp, Director

SOCIAL SERVICES

Brenda Baker, Administrator

CHILD PROTECTIVE SERVICES

Erin Bleisath, Supervisor
Ashley Estabrook
Heather Elson
Renee Smith
Leah Cook
Kourtney Smith
Jean Shelton

Mariela Perez, Supervisor
April Perry
Sean Fleming
Ashley Barker
Jennifer Vazquez
Meagan Shepherd

PERMANENCY

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Marie Woodward
Jordyn Kearns

Sylvia Freeman, Supervisor
Karen Malson
Rachel Krinick
Debra Danneman
Akesia Cloud

Jessica Edwards, Supervisor
Jeffrey Cash
Gina Montgomery
Tina Rudolph
Chelsea Stone

RESOURCE DEVELOPMENT

Julie Evans, Supervisor
Kari Holladay
Kathleen Bradley
Pam Whitlow

OFI

Debra Cornett, Supervisor
Melyssa Elerson
Julie McConnell
Johnita Daniel
Karen Crutcher
Rachel Halstead
Heather Retterbush
Lori Long
Linda Williams
Aimee Martin
Jim Cody
Kathy Hammonds
Glenna Jackson
Dawn Hilton
Lucy Shelton
Candace Clason
Jennifer Hendon
Regenia Magill
Barbara Langdon
Shundra Glaze

ADMIN SUPPORT STAFF

Becky Mullinax, Supervisor
Audrey Lanier
Linda Morin
Tina Tidmore

OIG

Cindy Smith

CHILD PROTECTIVE SERVICES

The CPS Unit is responsible for the assessment of risk and safety of children under the age of 18. When an allegation of abuse or neglect is made to the agency, the report is then assessed for assignment as either a CPS Investigation or a Family Support case. A Family Support case is when a report is made that not rise to the level of a full CPS investigation, but may require some level of service or intervention by the Department. A case manager is assigned, and they complete an assessment of safety. Assessment of the home and family situation is made and a determination regarding any preventive or support services to which we may direct the family is made. Families are often connected to various community resources, such as Mental Health services, food pantries, United Way or through our faith-based community, which they are able to access without involvement from the Department.

CPS Referrals -	1764
Referrals Screened Out -	556
Referrals Investigated -	549
Referrals Assigned to Family Support -	659

PERMANENCY

When children cannot be protected in their family home, alternate placements are made with relatives or in foster homes. While placed with the agency, the goal is permanency, preferably by reunification of the child with his/her family. Workers and parents work together to establish goals which will improve the home situation to the extent that the child can return to his/her parents.

Children in Foster Care 07-01-11 -	188
Children Entering Care in FY 2012 -	228
Children Exiting Care in FY 2012 -	195
Children in Foster Care 06-30-12 -	221

FAMILY PRESERVATION SERVICES

Family Preservation programs are funded by the State to meet the needs of families served in CPS and Permanency. These programs, Child and Family Assessment, Early Intervention, Homestead, Parent Aide, and Prevention of Out-of-Home Placements are initiatives to provide counseling, financial, and parent education services in the home to reduce the risk of children in their homes and to facilitate the return of children who have been placed outside of their homes.

Child & Family Assessment -	\$43,000
Homestead -	5,759
Parent Aid -	767
Prevention of Out-of-Home Placement	70,499

OFFICE OF FAMILY INDEPENDENCE

Food Stamps

The Food Stamp Program, also referred to as the Supplemental Nutrition Assistance Program (SNAP), provides nutritional support to low income families. It is a federal program administered by the United States Department of Agriculture and distributed by individual states. Applicants can apply online through the Georgia Compass System at <https://compass.ga.gov/selfservice/>.

Food Stamps	FY 2011	FY 2011	FY 2012	FY 2013
Monthly Average # of Cases	4,368	5,832	6,410	8,097
Yearly Benefits	\$17,311,959	\$22,156,923	\$22,956,655	\$29,256,964

TANF – Employment Services

The Employment Services program assists Temporary Assistance to Needy Families (TANF) applicants and recipients in obtaining and maintaining employment. The program works collaboratively with other state and private agencies to help recipients improve their employment marketability by providing opportunities for GED preparation and testing, vocational training, substance abuse treatment, rehabilitative services, and supervised job search assistance. The program may also assist families financially with child care, transportation, and other support services needed to gain and maintain employment. Cherokee served approximately 117 families per month in FY 2013 in the TANF program, and issued approximately \$564,674 in benefits for the fiscal year.

Child Care

Child Care assistance is provided for families receiving TANF, Child Protective Services, or who are working and have an income below scale. Benefits are based on income and availability of funds. The child care provider with whom the children are placed is selected by the parents. Cherokee County DFCS averaged serving 553 children monthly in the Child Care program in FY 2013, with a yearly benefit amount of \$1,337,957.

Medicaid Programs

Medicaid programs provide medical assistance to families, pregnant women, and children with payments made directly to medical providers. In FY 2013, Cherokee County DFCS provided medical assistance to an average of 1,642 recipients monthly. The Adult Medicaid Program provides medical assistance for the aged, blind, and disabled who meet strict income guidelines. An average of 1,642 recipients in this population were served monthly.



Cherokee County Board of Commissioners AGENDA

December 2, 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

PROCLAMATION

1. Proclamation for volunteer efforts in Cherokee County Youth Sports.

AMENDMENTS TO AGENDA

ANNOUNCEMENTS

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

PUBLIC HEARINGS

1. The Board of Commissioners will hear a request by applicants Blalock and Bruce to create a Legacy Lot on their property at 767 Old Mille Circle, Ball Ground (Tax Map 03N22, Parcel 028).

2. The Board of Commissioners will conduct a Public Hearing regarding the abandonment of a portion of Green Drive located in Land Lot 299 of the 14th District.

PUBLIC COMMENT

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Re-appointment of Natalie Green to the Board of Ethics for a 7-year term. (Current terms expires January 2015)

- B. Re-appointment of Danny West to the Region 1 EMS Board for another 2-year term. (Current term expires January 2015)

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

COUNTY MANAGER

- 2.1 Consider approval of Agreement with City of Ball Ground for the County to provide van service for the March of Toys for Toys for Tots on December 5, 2014.
- 2.2 Consider design services agreement with Moreland Altobelli Associates, Inc. for the Canton Road Sidewalk Project in the amount of \$73,420.00.
- 2.3 Consider modification of Personnel Policies regarding retiree medical.
- 2.4 Consider a four-year contract with Wells Fargo as the County's banking partner and allowing County Manager to execute three agreements required to form the relationship once approved by the County Attorney. Wells Fargo had the highest overall score of four proposals received.

- 2.5 Consider resolution naming the east park located on Hwy. 20 near Water Tank Road and Jack Page Lane 'Cherokee Veterans Park'.
- 2.6 Consider Professional Services Agreement with Ten-8 in the amount of \$1,677,779.00 for the purchase of ten (10) Ten-8/Osage Ambulances over the next four years and authorize budget amendment from Fire SPLOST reserves in the amount of \$61,416.00.

COUNTY ATTORNEY

ADJOURN



Cherokee County Board of Commissioners WORK SESSION MINUTES

November 18, 2014

3:00 p.m. | Cherokee Hall

The Chairman began at 3:06 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Brian Poole; Commissioner Jason Nelms; County Manager, Jerry Cooper; County Attorney, Angie Davis; County Clerk, Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

Chairman Ahrens read an excerpt from "The Essence of Leadership" by Mac Anderson about priorities.

1. Presentation by Denise Bowman with Cherokee County Health Department.

Ms. Bowman began with a brief history of public health. She stated we have 18 health districts in Georgia. Cherokee County is part of the Dalton 1-2 District and is the lead county. Ms. Bowman indicated that they house a large number of programs. She added that she manages both Cherokee sites in Canton and Woodstock.

Ms. Bowman stated their mission is to inform, protect, and prevent. She added they are holding weekly conference calls regarding Ebola. Ms. Bowman mentioned they house vital records at the Woodstock location. The Women's Clinic has been revamped due to federal funding being allocated to FQHCs. They have a small amount of primary care for children but mostly preventative care. They also offer a program called Babies Can't Wait for infants and toddlers with developmental delays. Ms. Bowman mentioned the Women, Infants and Children's program, also known as WIC. She spoke about the dental van program that serves children. The Health Department provides immunizations and the campaign for the flu vaccine is in full swing. Ms. Bowman stated that pertussis is still on the rise and this school year marked the first increase in revamping the immunization schedule to include meningitis and TDAP which includes the pertussis vaccine. Ms. Bowman shared a new initiative called the Telemedicine Cart in which one of their delegating physicians, Dr. Elam, is able to manage the case load in Canton while still in Dalton through the computer, high resolution cameras and the instruments of the

clinicians. He can make diagnosis and treatments through the telemedicine cart. Ms. Bowman mentioned that they had a team fly down from Washington after the Telemedicine Cart was brought to their center and received rave reviews. The Environmental Health Office is housed at the Bluffs. Mr. Curtis Barnhart is the manager. This office handles inspections and is a vital part of public health. Ms. Bowman stated that Emergency Preparedness has moved up in priority since 9-11. She credited the Emergency Preparedness group who worked with the community in all areas during that time.

Ms. Bowman explained how they are associated with Cherokee FOCUS through the Family Connections Grant. They have received a trendier visibility through events like ZombieFest as a fundraiser for GED education and tutoring, housing, and clothing assistance. Ms. Bowman went on to describe their payment for services. She stated it was based on a sliding scale but also had some standard fees if they have to use outside agencies. Ms. Bowman mentioned they have a collaborative partnership with Universities and Colleges in the area and have hired some recent graduates. She shared the clinic hours and location information. She then introduced Ms. Jennifer King.

Ms. King stated that she is the Public Information Officer and Risk Communicator for the Health District. She briefly shared her background. Her responsibilities cover public information materials as well as working with the youth for things like tobacco prevention and tobacco-free environments. She went on to describe the youth summit she attended with the Youth Council and Cherokee FOCUS. Ms. King stated they will be doing some fun projects in the County that focus on creating better tobacco-free environments. She then thanked the Commissioners for having them present at the meeting.

Chairman Ahrens thanked both ladies and added that many know the County has a Health Department but may not know the scope of what is encompassed. Also, the demographics are going to change significantly more toward the 65 plus in comparison to other counties and there will be other demands that will utilize more of their services.

Commissioner Johnston mentioned the growing population of illegal immigrants in the County and asked what the procedures and requirements are for proof of legal residency or if those procedures apply to the Health Department. Ms. Bowman replied that some programs do require identification and proof of citizenship. However, a program like their pre-natal program is a "fee for service" and receives no funding so they do have to pay but do not have to show identification. Commissioner Johnston confirmed that the programs that are subsidized do

require identification. Ms. Bowman responded that those required proof of residency and income.

2. Presentation by Georgia Regional Transportation Authority (GRTA) Executive Director Kirk Fjelstul and Matt Markham.

Mr. Geoff Morton introduced Mr. Fjelstul and Mr. Markham from GRTA. He stated that GRTA is celebrating 10 years of service this year. Mr. Fjelstul began by briefly explaining the Xpress Service. Xpress operates in the suburban communities during the peak hours, morning and afternoons, to take folks an average of 26 miles along the interstates into the main job centers in Midtown and downtown Atlanta. Mr. Fjelstul stated that they decided that at 10 years, it was a good time to look at their organization inside and out in an effort they named The Direct Xpress.

Mr. Fjelstul explained that the State is involved in the support of the Xpress commuter service for two reasons: 1.) It is an economic development tool to provide job access; and 2.) It removes long trips on the interstate and is cost effective. Mr. Fjelstul stated they researched the benefits of the service and found that on I-85 managed lanes during peak hours, 2% of the vehicles are buses but carry 30% of the people. It also saves commuters gasoline costs and provides more than a 4:1 return on investment. The Xpress services also provide a broad reach connecting about 3.4 million residents to 375,000 jobs. The services operate out of 12 counties but draws from about 44 counties. It also removes about 55 million miles of congestion from the interstates per year. Mr. Fjelstul also shared benefits to the commuter including hours not spent driving in traffic, savings on gasoline and wear and tear of their vehicle, and savings on parking costs. They have a high satisfaction rate from their customers of 82%. Mr. Fjelstul stated this is down from their usual numbers.

Mr. Fjelstul explained that their service covers 33 routes by 175 coaches; 30 park and ride lots in 12 counties which relates to two million passenger boardings per year. Service in Cherokee County began in 2007 and has two routes to downtown and Midtown. The service in Cherokee County has been good but is growing each year. They have been working with a consultant who is looking at every aspect of all routes and making changes to make sure they are on time taking people to where they want to go. They expect to have an update for the County in the first quarter of the new calendar year. Mr. Fjelstul shared a brief video in regards to business development titled "Xpress: A Shared Value."

Mr. Fjelstul asked if there were any questions. Commissioner Johnston stated that he understood that GRTA had acquired a site for the relocation of the Canton Park

and Ride' to a new site just south of Canton. Mr. Fjelstul replied that he doesn't recall an acquired site but they did have additional sites they were looking at, but it is not going to happen. The Chairman commented that a lot of people do not know it exists and there are some who would like to have a ride to the airport. He added that he has spoken to people who don't know about the guaranteed ride home. He asked Mr. Fjelstul to explain that. Mr. Fjelstul stated that it is not marketed at this point. Part of this effort is to make the service simpler and to make sure they have the messages right so they can market it. He stated that the guaranteed ride home is sponsored by the Atlanta Regional Commission and is a subsidized program that will help an individual get back to where they need to go in case of an emergency.

Commissioner Nelms asked for the routes and departure times and rates for Cherokee County for those who may be listening or in the future through the website. Mr. Fjelstul stated that www.xpressga.com is the best website to go to for that information. He added that the first ride out is at 5:45 a.m. and in the afternoon, the trips will start about 2:30 p.m. or 3:30 p.m. The rates from Canton are \$3 one way or \$5 round-trip and for Woodstock, the rates are \$4 one way or \$7 round trip.

Chairman Ahrens mentioned the subject of the sign ordinance. He stated they will get back into that as well as best practices.

3. Discussion of Regular Agenda Items.

PUBLIC HEARING

1. Cherokee County Board of Commissioners shall conduct a Public Hearing regarding the abandonment of a portion of **Cherokee Street** (Way) located in Land Lot 843 of the 21st District, 2nd Section of Cherokee County.

Mr. Morton briefly went over the case. He added it is in southwest Cherokee County off of Galts Ferry Road. A resident requested it, it has been advertised, and he has not received any comment on it. He indicated the person who requested it owns the property on both sides of the street. Commissioner Johnston confirmed this road dead ends onto the resident's property.

ZONING CASES

CASE NUMBER: 14-11-023
APPLICANT: Jeannie and Edwin Cochran
ZONING CHANGE: R-40 to GC
LOCATION: 12746 Cumming Highway
MAP & PARCEL NUMBER: 03N23, Parcel 213
ACRES: 4.6 +/-
PROPOSED DEVELOPMENT: Furniture/Interior Design Business
COMMISSION DISTRICT: 1
FUTURE DEVELOPMENT MAP: Community Village

As a result of the public hearing held on November 4, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-11-023 Jeannie and Edwin Cochran to rezone from R-40 (Residential) to GC (General Commercial) on 4.6 +/- acres for furniture/interior design business.

Mr. Jeff Watkins gave a brief overview of the case. Commissioner Johnston stated it conforms to the land use plan and he has no objection to it.

COMMISSION BUSINESS

CHAIRMAN

L.B. AHRENS

- A. Adoption of 2015 Board of Commissioners' Meeting Schedule.

Chairman Ahrens stated he saw no conflicts in the schedule.

- B. Amendment: Consider reappointments to the Cherokee County DFCS Board for a five-year term, expiring June 30, 2019: Donna Ratliff, Nina Morris and Vic West.

The Chairman stated that all three reappointments have indicated a desire to stay. He added that if anyone would like to see someone else appointed, they can postpone the appointments until the next meeting. He added that they are grateful to have these three desiring to server another term.

COMMISSION DISTRICT 3

BRIAN POOLE

- A. Discussion on Hunting Ordinance.

Commissioner Poole stated that residents on the south side of Kellogg Creek Road are having some issues with deer hunters within 100 yards of their house. He added that he and Commissioner Nelms had discussed it and he would like to defer to Commissioner Nelms since he is a former DNR

employee. Commissioner Nelms commented that this is a tough situation and it really goes back to the enforceability of the laws that are there. Currently, the Corps of Engineers allow on federal property archery only hunting around Payne Creek Campground, an area around Clark Creek at Hunt Road, and another area on the Bartow and Cherokee County line for archery only. Commissioner Nelms stated they discussed this with the State Delegation last year so maybe this is something they would want to move forward with. In this case, the folks using rifles are hunting illegally. There is only one State Conservation Ranger/State Game Warden assigned to every county in the State. Their hands are full and sending an officer into the woods with an armed person is a dangerous situation so it's an enforceability issue. He indicated he wasn't sure if Cherokee County was populous enough to have an archery only area but maybe as the County continues to grow, it may be an area that the County lobbies our delegates to enforce.

Commissioner Johnston stated that a lot of complaints are for those who are target shooting. He added that sometimes it is even more disturbing because a lot more rounds are fired and sometimes takes place much closer to homes. He feels at some point even that will need to be addressed especially in neighborhoods with houses on half acre lots or smaller. Commissioner Nelms stated he had spoken with two DNR Board members appointed by the Governor. At that time, the Board had no intentions to move forward with Cherokee County being archery only areas based on the insurance companies clamoring about deer/car collisions in Cherokee County. Commissioner Nelms stated that the population of white tail deer need to be hunted to be kept in reasonable balance. He added that we are going to have uneducated people breaking the law. He stated he agreed with Commissioner Johnston's view on the zoning classifications based on the volume and tract of land one lives on. He further stated that he feels the Board needs to be cognizant of that moving forward. Commissioner Johnston interjected that the zoning wouldn't help with the hunting issue, but the target shooting does take place in people's back yards. Commissioner Nelms stated that you don't want to remove the hunting permits altogether due to the deer population. The Chairman asked if the delegation needs to do something. Commissioner Nelms suggested planting a seed with the delegation and get their input and then it would go before the DNR Board and then a recommendation would be made.

The Chairman referenced the City of Ball Ground denying the previous request of deannexation and it seemed to involve hunting by the person wanting to deannex. The City doesn't allow it and the County doesn't have a prevention. The State defines wildlife as being owned by the State, not by

the County. He also stated that DNR faced some cutbacks. The Chairman indicated that a representative from the Falls of Cherokee wants to discuss some of these same issues. Commissioner Poole commented that early in the morning, you can see deer in downtown Woodstock on Main Street and you can see them about any time of the day. He added that was the main concern because of people being so close to houses and discharging a gun. The Chairman asked if the County can enforce laws on Corps property. Commissioner Nelms said he didn't think so and deferred the question to Ms. Angie Davis who also stated she didn't think so. Commissioner Gunnin confirmed that Federal statute would supersede anything the County tried to do. Ms. Davis said it would. Commissioner Nelms stated that if the County were to be too quick to do anything and were to have a County ordinance in place, then you're putting already limited resources under even more scrutiny to have even more calls come in to enforce. Commissioner Johnston commented that the Corps of Engineers provides no enforcement. Commissioner Nelms stated that the right way to do it would be to put it before the State and ask them to put it before the DNR Board and have them to research it. Commissioner Nelms asked Ms. Davis to obtain a copy of the Forsyth County ordinance of firearms which covers shooting of a firearm within a certain distance of a residence. Ms. Davis said that she would as well as others from around the area.

Chairman Ahrens stated that most of the complaints he has heard of coming from Corps property is loud music and partying and four wheelers. Commissioner Poole added that folks from the Falls of Cherokee neighborhood are afraid to go out at night because they have received threats by some of these people.

COUNTY MANAGER

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

Mr. Cooper first thanked Mr. Geoff Morton for presenting the agenda for the last two meetings.

- 2.1 Consider approval of Change Order to the Maintenance Service Agreement with Aqua Design Systems for miscellaneous repairs to the expansion joints, gutter wall and surge tank in the not to exceed amount of \$30,000.00. A County-controlled contingency of \$5,000.00 is also requested. Total amount of request is \$35,000.00 to be funded by the Park Bond Program.

Mr. Cooper added that the contractor will cover some of the cost, but not much. Commissioner Johnston confirmed that there is no special warranty of any kind. Mr. Cooper replied that it is correct. Mr. Cooper further stated that they want to waterproof the surge tank. Commissioner Johnston confirmed that the remaining issue is strictly for the outdoor pool.

- 2.2 Consider approval granting easements and perpetual rights-of-ways to Cherokee County Water and Sewerage Authority (CCWSA) for and over the sewer and water lines in new park at Killian and Univeter Road. Sanitary sewer line easement is approximately 0.19 acres; Water line easement is approximately 0.08 acres.
- 2.3 Consider proposal from Moreland Altobelli Associates, Inc. to perform design services for the preparation of a Programmatic Categorical Exclusion (PCE) or Environment Document, for the SR 140 at East Cherokee Drive Intersection Improvement Project, under their annual engineering consulting services contract in the amount of \$25,000.00.
- 2.4 Consider approval of Release and Assignment Agreement for the Little Bear Subdivision.
- 2.5 Consider renewal of the SunTrust Loan for Cherokee County Development Authority land held for economic development at the rate of 3.93% and the related budget amendment.
- 2.6 Consideration of employee voluntary separation agreement.
- 2.7 Consider impact fee exemption request from Rooker in the amount of \$175,288.06 for 304,000 square feet industrial building located on approximately 25 acres within the Cherokee 75 Corporate Park.

Mr. Cooper stated that since we have no spec building and we really need jobs, he recommends approving a 100% waiver for impact fees. Commissioner Nelms agreed and praised the Office of Economic Development on a job well done in what they have accomplished in a short time. The Chairman commented that we need more spec buildings and this may evolve into more. He also asked Ms. Misti Martin if she had anything to add. Ms. Martin expressed the importance of having that available space. She stated that about 90% of their prospects start out looking for an available building. She added that we would not have had a shot with Inalfa

if we didn't have a spec building. She stated the fact that we have a private partner willing to take on the risk, speaks volumes.

- 2.8 Consider purchase of F-150 for Animal Control in the amount of \$25,495.00 from Hardy Ford who submitted the lowest of three quotes.
- 2.9 Consider Professional Services Agreement with IntelliTime Systems for the purchase of Fire Scheduling Software and budget amendment in the amount of \$99,145.00 to move funds from operations to capital.

Commissioner Gunnin commented that this will help free up the time it takes for manually scheduling to do more important tasks.

The Chairman stated he would like to discuss the upcoming meeting with the delegation on December 10, 2014. He said he does not know the time yet. Commissioner Nelms confirmed the location to be at the Cherokee Chamber of Commerce, Terrace Level. The Chairman mentioned that the HOST will be a topic. He referenced a previous meeting with Cobb and Gwinnett Counties where a re-draft of the legislation was presented. The goal was to get Cobb, Gwinnett, and Cherokee on the same page. They discussed the use of a fractional penny as part of the HOST and they were unable to come to a consensus. However, they wanted to have the legislation right so that anyone who wanted to pursue it would have a workable document; and would also allow a county with a LOST to switch into a HOST somehow. The Chairman stated there was discussion on capital.

Commissioner Johnston stated that the biggest objection that was raised during our referendum was the potential windfall to county government in the way that you begin collecting that SPLOST and you don't have to roll back tax revenues for about two years. The Chairman stated that it is changed in the draft. Commissioner Nelms asked if we can have some control over the verbiage of the referendum. The Chairman replied no. He added that he has the draft and will send it to the Commissioners. The Chairman stated that the Chairman of the Georgia Tea Party was at the meeting and is very supportive.

The Chairman mentioned that they will discuss tax reform. He also stated that Mr. Cooper added a topic to add for the County to have 44 supplements in Superior Court. Mr. Cooper stated that the State law sets a cap for supplements for Superior Court judges. The request is to give the Board discretion to increase supplements rather than going to the legislature each and every time they want an increase.

The Chairman asked the Board for any topics they may want to discuss. Commissioner Johnston stated that one thing is that it is more important for incoming Commissioners to attend than the current Commissioners. He suggested to Commissioner Nelms to be sure Commissioner-elect, Scott Gordon, gets an invitation and he would be sure his replacement, Commissioner-elect, Steve West, was also invited to attend. The Chairman responded that he will make sure that happens. He stated that one topic from last year was the specific State code related to Resource Recovery Development Authorities that allowed a 1 mill cost in the event of default and all they have to do is strike that and no county or city could do it again; but they somehow really didn't get the message and thought they were asking for something else.

Commissioner Johnston asked if they could seek advice from Ms. Davis regarding the requirement of out-going commissioners following the General Election in November to abstain from voting on certain types of action items. He added that he noted some that qualify for that and others that might. He mentioned items 2.9 because it is acquisition of property, 2.8 as it is a purchase of a vehicle, and 2.5 renewing debt. Ms. Davis agreed. Commissioner Johnston referred to item 2.2 as questionable because it is granting easements on County property. Ms. Davis suggested not voting on it because it does involve disposing of County property although it is small sections for easements. Commissioner Johnston asked about the Public Hearing item. Ms. Davis stated that would be okay to vote on because the legislation says they can vote on disposal if it was noticed to the public in a legal organ prior to the date of the election and this was. Commissioner Johnston asked if there were any others and Ms. Davis replied that there was not.

ADJOURN

Hearing no further items, Commissioner Johnston made a motion to adjourn to the special called joint BOC/RRDA meeting to be followed by an Executive Session of the BOC at 4:32 p.m. to discuss property acquisition and deposition, personnel matters, pending or threatened litigation. Commissioner Nelms seconded. The motion carried unanimously.



Cherokee County Board of Commissioners MINUTES

**November 18, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM**

INVOCATION

Commissioner Gunnin gave the invocation.

PLEDGE OF ALLEGIANCE

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

Commissioner Johnston led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:02 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Poole; Commissioner Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

RATIFY CLOSURE OF EXECUTIVE SESSION

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

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

PRESENTATIONS/PROCLAMATIONS

None Scheduled.

AMENDMENTS TO AGENDA

1. Under Chairman's Portion Add: Reappointments to the Cherokee County Board of Family and Children Services.
2. Remove item 2.6 from the County Manager's Portion.

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

ANNOUNCEMENTS

Chairman Ahrens mentioned that during Work Session there was a presentation by the Cherokee County Health Department and by GRTA regarding the Xpress Bus route.

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM NOVEMBER 4, 2014.

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

BOC APPROVAL OF MINUTES FROM SPECIAL JOINT RRDA/BOC MEETING ON NOVEMBER 4, 2014.

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

PUBLIC HEARING

1. Cherokee County Board of Commissioners shall conduct a Public Hearing regarding the abandonment of a portion of **Cherokee Street** (Way) located in Land Lot 843 of the 21st District, 2nd Section of Cherokee County.

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

Geoff Morton explained that Cherokee Street (Way) is platted right-of-way that was never developed, and bisects property owned by Carol Parks. Ms. Parks has requested that Cherokee County abandon this section of the Cherokee Street(Way) right-of-way.

He stated that notice of this abandonment was published in the Cherokee Tribune on October 24 & 31 and November 7 & 14 and that he has received no feedback or complaints regarding the request.

Chairman Ahrens stated that no one had signed up to speak.

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

Commissioner Poole made a motion to approve; Commissioner Nelms seconded; Commissioner Johnston commented that as discussed in Work Session, there are certain items that commissioners on their way out cannot vote on after the election. He said that due to this case being advertised prior to the election it makes it appropriate to vote, therefore he would be voting. There was unanimous approval, 5-0.

PUBLIC COMMENT

No one signed up to speak.

ZONING CASES

CASE NUMBER:	14-11-023
APPLICANT:	Jeannie and Edwin Cochran
ZONING CHANGE:	R-40 to GC
LOCATION:	12746 Cumming Highway
MAP & PARCEL NUMBER:	03N23, Parcel 213
ACRES:	4.6 +/-
PROPOSED DEVELOPMENT:	Furniture/Interior Design Business
COMMISSION DISTRICT:	1
FUTURE DEVELOPMENT MAP:	Community Village

As a result of the public hearing held on November 4, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-11-023 Jeannie and Edwin Cochran to rezone from R-40 (Residential) to GC (General Commercial) on 4.6 +/- acres for furniture/interior design business.

Jeff Watkins presented the case. Commissioner Johnston commented that this was in District 1 and that it conforms to the land use plan and is pretty straight forward and that he had no objection.

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

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Adoption of 2015 Board of Commissioners' Meeting Schedule.

Chairman Ahrens commented that the schedule as presented showed no exceptions to the first and third Tuesday meetings.

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

B. Amendment: Consider reappointments to the Cherokee County DFCS Board for a five-year term, expiring June 30, 2019: Donna Ratliff, Nina Morris and Vic West.

Commissioner Poole commented that as mentioned in Work Session, that if these people were willing to serve another term, the Board was glad to have them.

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

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

A. Discussion on Hunting Ordinance.

Commissioner Poole said that the south side of the county has had some problems with hunters illegally shooting rifles close to neighborhoods. He said that the Board would be looking at this at a future meeting. Commissioner Nelms commented that in several areas the Corps of Engineers have allowed archery hunting, but hunters have illegally been using rifles. He said that the problem ultimately is a matter of enforcement. He added that the County Attorney is going to come up with a draft that pleases both sides. Chairman Ahrens commented that he has received more complaints on target shooting but that this issue is something that needs to be addressed and that they should take a look at what others have done and have considered.

COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

COUNTY MANAGER

- 2.1 Consider approval of Change Order to the Maintenance Services Agreement with Aqua Design Systems for miscellaneous repairs to the expansion joints, gutter wall and surge tank in the not to exceed amount of \$30,000.00. A County-controlled contingency of \$5,000.00 is also requested. Total amount of request is \$35,000.00 to be funded by the Park Bond Program.

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

- 2.2 Consider approval granting easements and perpetual rights-of-ways to Cherokee County Water and Sewerage Authority (CCWSA) for and over the sewer and water lines in new park at Killian and Univeter Road. Sanitary sewer line easement is approximately 0.19 acres; Water line easement is approximately 0.08 acres.

Commissioner Gunnin made a motion to approve; Commissioner Poole seconded. Commissioner Johnston stated that disposal of County Property was one of the items that commissioners on the way out could not vote on, so he would be abstaining. Commissioner Nelms stated that he would also be abstaining. The vote was approval, 3-0 with 2 abstentions.

2.3 Consider proposal from Moreland Altobelli Associates, Inc. to perform design services for the preparation of a Programmatic Categorical Exclusion (PCE) or Environment Document, for the SR 140 at East Cherokee Drive Intersection Improvement Project, under their annual engineering consulting services contract in the amount of \$25,000.00.

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

2.4 Consider approval of Release and Assignment Agreement for the Little Bear Subdivision.

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

2.5 Consider renewal of the SunTrust Loan for Cherokee County Development Authority land held for economic development at the rate of 3.93% and the related budget amendment.

Commissioner Poole made a motion to approve; Commission Gunnin seconded. Commissioner Johnston commented that borrowing money was another item that a commissioner on the way out could not vote on and that he would be recusing himself. Commissioner Nelms said that he also would be abstaining. The vote was for approval, 3-0 with 2 abstentions.

2.6 Amended: Removed.
~~Consideration of employee voluntary separation agreement.~~

2.7 Consider impact fee exemption request from Rooker in the amount of \$175,288.06 for 304,000 square feet industrial building located on approximately 25 acres within the Cherokee 75 Corporate Park.

Commissioner Poole made a motion to approve waiving 100% impact fee; Commission Nelms seconded and there was unanimous approval.

- 2.8 Consider purchase of F-150 for Animal Control in the amount of \$25,495.00 from Hardy Ford who submitted the lowest of three quotes.

Commissioner Gunnin made a motion to approve; Commissioner Poole seconded. Commissioner Johnston commented that acquisition of property was another item that commissioners on the way out could not vote on after the election so he would be abstaining. Commissioner Nelms said that he would also be abstaining. The vote was approval, 3-0 with 2 abstentions.

- 2.9 Consider Professional Services Agreement with IntelliTime Systems for the purchase of Fire Scheduling Software and budget amendment in the amount of \$99,145.00 to move funds from operations to capital.

Commissioner Gunnin made a motion to approve; Commissioner Poole seconded. Commissioner Johnston stated that software was property and he would be abstaining from voting. Commissioner Nelms said that he would also be abstaining. The vote was for approval, 3-0 with 2 abstentions.

COUNTY ATTORNEY

ADJOURN

Chairman Ahrens asked if there was anything else to come before the Board. Commissioner Nelms said he wanted to thank Commissioner-Elect Scott Gordon for attending the Work Session, Executive Session and Regular meeting.

Commissioner Johnston made a motion to adjourn at 6:27 p.m.; Commissioner Poole seconded and the motion received unanimous approval.



**Cherokee County, Georgia
Agenda Request**

Public Hearing # 1

SUBJECT: REQUEST FOR LEGACY LOT

MEETING DATE: DECEMBER 2, 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 Mille Circle, Ball Ground, Georgia (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 benefit of their daughter, Deanna Blalock. The request is related to the aging parents and the disabled mother.

BUDGET:

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

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

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

Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

That following public comment, the Board of Commissioners consider granting legacy lot status for Mr. and Mrs. Bruce.

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 # 2014 0000 375

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: daisydcba@yahoo.com

ADDRESS OF PROPERTY: 767 Old Mill Circle

MAP NUMBER: 03N 22 PARCEL NUMBER: 028

ZONING: AG ACREAGE: 3.22

504

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 9/4/14
Signature of Notary Public Date

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

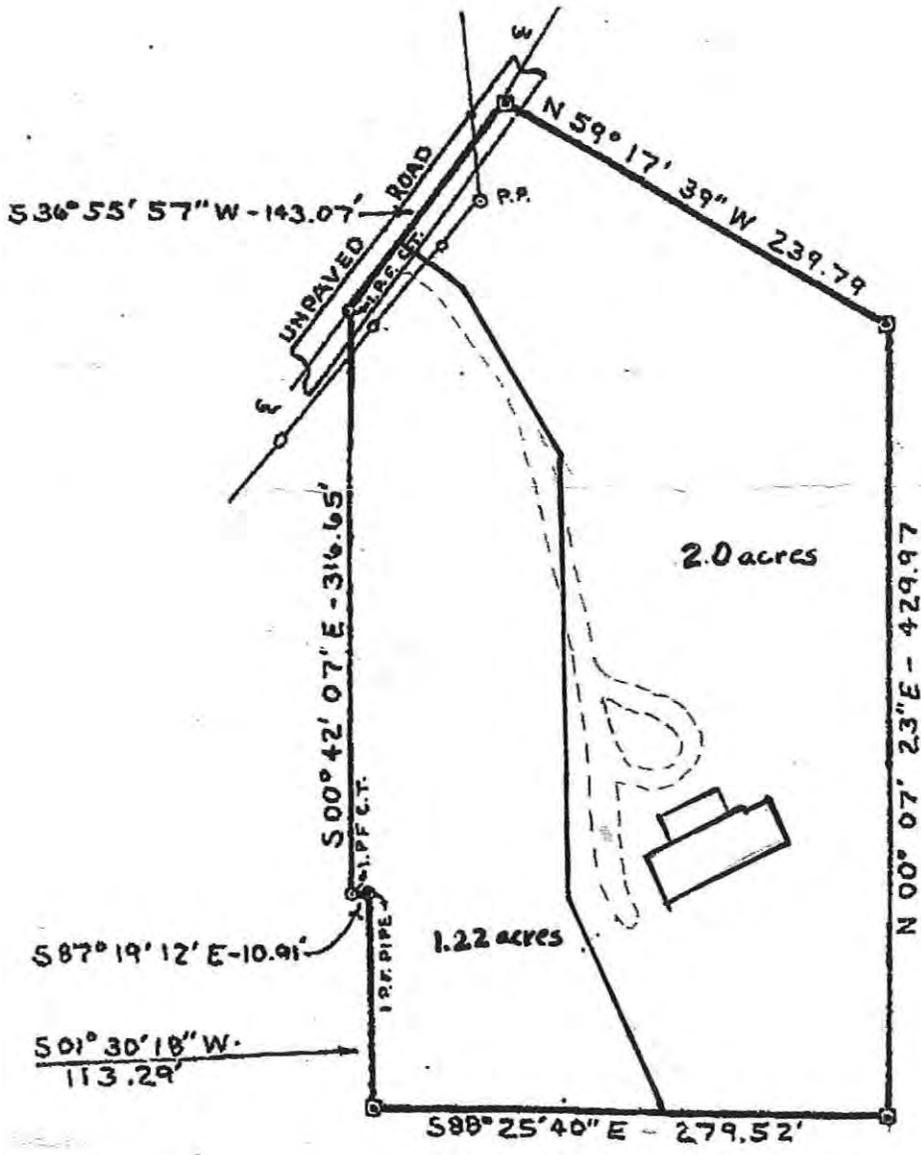
Mark T. Bruce
Typed or Printed Name and Title

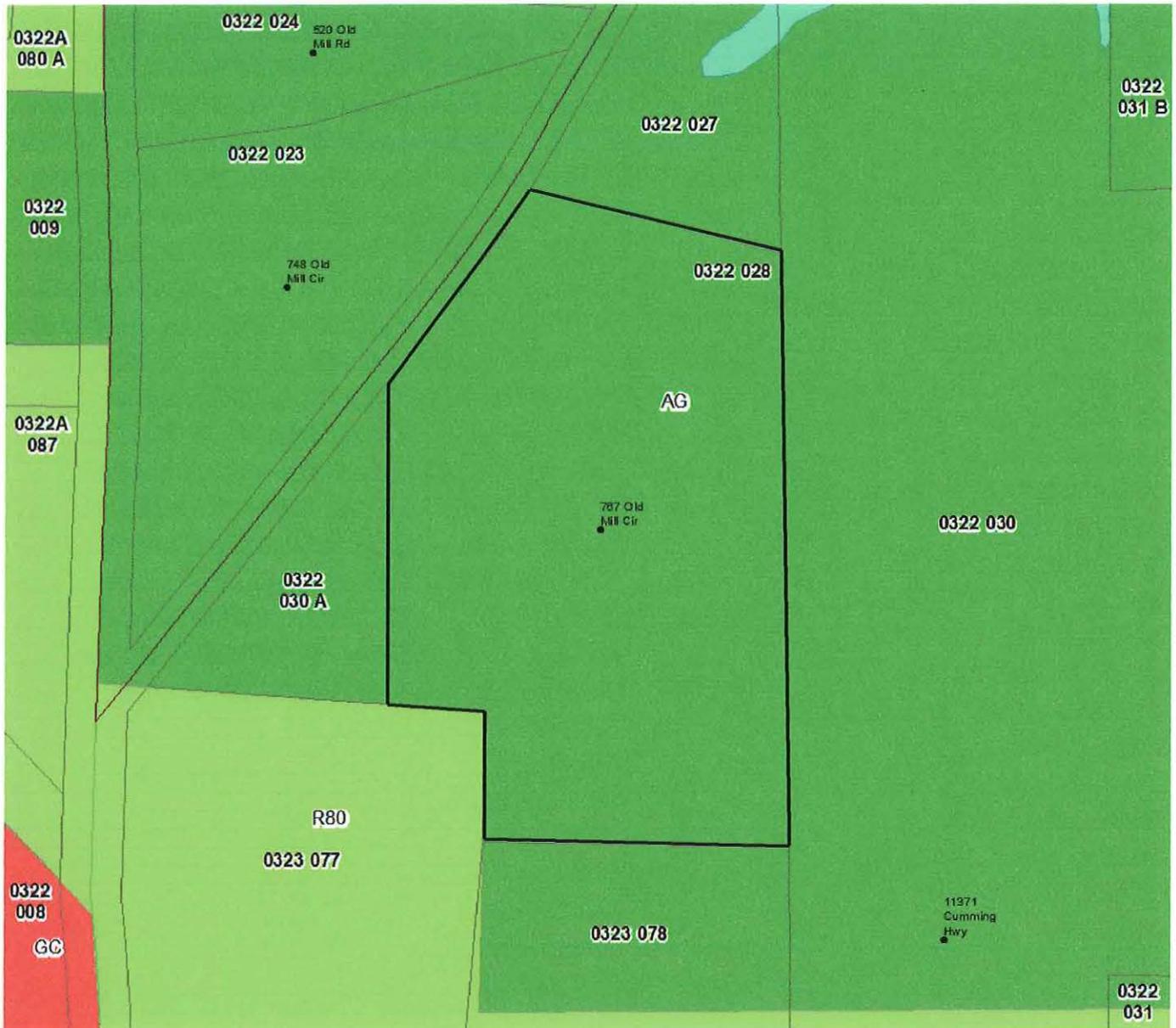
Melba F. Bruce 9-4-14
Signature of Owner Date
(As is appears on Deed)

Melba F. Bruce
Typed or Printed Name and Title

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







CURRENT ZONING MAP



2012 AERIAL



Cherokee County, Georgia Agenda Request

SUBJECT: Green Drive Abandonment

MEETING DATE: December 2, 2014

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

COMMISSION ACTION REQUESTED:

Consider a request to abandon a portion of Green Drive.

FACTS AND ISSUES:

The residents of this portion of Green Drive requested that the County accept right-of-way. However, it was never improved. Now one of the owners, Ms. Ollena Owens has requested that Cherokee County abandon it once again. The adjacent property owner is deceased and has abandoned his property.

The notice of this abandonment was published in the Cherokee Tribune on November 7, 14, 21 and 28. The public hearing is scheduled for 6:00 PM on December 2, 2014. There have been no objections received regarding this request.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

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

Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

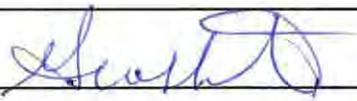
Approval of a request to abandon a portion of Green Drive.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Cherokee County Board of Commissioners shall conduct a Public Hearing regarding the abandonment of a portion of Green Drive located in Land Lot 299 of the 14th District of Cherokee County and the determination that said portion of road to be abandoned has ceased to be used by the public to the extent that no substantial public purpose is served by it. A sketch showing the proposed abandonment is available for inspection at the office of the Cherokee County Department of Engineering located at 1130 Bluffs Parkway, Canton, GA 30114. The Public Hearing will be held on December 2, 2014 at 6:00 p.m. in the Cherokee County Administration Building located at 1130 Bluffs Parkway, Canton, Georgia 30114.

Jerry Cooper, County Manager

11/7, 11/14, 11/21 and 11/28

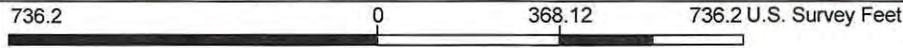


Cherokee County, GA



Legend

- Schools
- Churches
- Addresses
- Parcels
- Railroad
- Streets
 - Highway
 - Highway Ramp
 - Major Collector
 - Minor Collector
 - Minor Local
 - Local
 - Arterial
 - Cul-de-sac/deadend
 - Unclassified
- Lakes
- Streams
 - All Other Streams
 - Etowah River
 - Little River
- Parks
- Municipal Boundaries
- County Boundary
- Railroad
- Streets
 - Highway
 - Highway Ramp
 - Major Collector



14N28 1: 4,417

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Geoff Morton

From: Harry Johnston
Sent: Tuesday, October 21, 2014 11:44 AM
To: Geoff Morton
Cc: lena@gosmarte.com
Subject: FW: Abandoned road: Green Rd.

Geoff,

Would you work with Mrs. Owens on this request? She's asking that we abandon to her some ROW at the end of Green Drive (off Old 5 in the Keithburg community), which she donated to the county about 15 years ago. At that time, it was expected that Green Drive would be extended through her property, but that has never occurred.

There's another property owner on the other side of this ROW, who apparently donated the portion on that side of the centerline. That owner has died and the property is in his estate. It's my belief that those owners would also want the ROW abandoned, but I haven't been able to contact them to be sure.

Mrs. Owen has paperwork documenting her donation of the property. She can be reached on 404-402-9320, or at the e-mail copied on this message.

Thanks as always,
Harry

Harry Johnston | Commissioner, Post 1
Cherokee County Board of Commissioners
1130 Bluffs Parkway, Canton, GA 30114
Office: 678-493-6000 | Fax: 678-493-6013

From: Christy Cochran
Sent: Thursday, October 16, 2014 11:44 AM
To: Harry Johnston
Cc: Geoff Morton
Subject: Abandoned road: Green Rd.

Good afternoon Commissioner Johnston,

Ms. Lena Owens called to schedule a meeting with you today regarding an abandoned road at Green Road in Canton, GA. She wants to speak with you directly. Ms. Lena Owens can be reached at 404-402-9320.

Thanks,
Christy Cochran

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

RESOLUTION NO. 2014- _____

WHEREAS, Cherokee County desires a portion of Green Drive (the "Road"), which is situated in Land Lot 299 of the 14th District of Cherokee County, Georgia, be abandoned; and,

WHEREAS, a plat and a legal description have been tendered and are attached hereto showing the location of the Road which has been requested to be abandoned; and,

WHEREAS, Section 32-7-2(b)(1) of the Official Code of Georgia Annotated authorizes a county to abandon a section of the County road system which has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it after notice to property owners located thereon; and,

WHEREAS, said Georgia Code Section provides that upon the certification by the County, recorded in its minutes, accompanied by a plat or sketch, after notice to property owners located thereon, the County may declare that section of road to no longer be a part of the County road system, and the rights of the public in and to the section of road as a public road shall cease; and,

WHEREAS, Ollena Owens, the owner of the property that abuts the Road sought to be abandoned, has received actual notice of the proposed abandonment described herein, and no other legitimate objection thereto has been made.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, and it is hereby resolved and certified by the authority of the same, as follows:

1. That the Road as shown on the attached legal description and copy of plan has ceased to be used by the public to the extent that no substantial public purpose is served by said road.
2. That the abandonment of the Road herein described be and is approved.
3. That the best interest of Cherokee County would be served by conveyance of said property to the property owners along said road so that it may thereupon be subject to taxation by Cherokee County.
4. That a deed of abandonment therefore be executed by Cherokee County conveying the County's interest in the Road as shown on the attached legal description and copy of plan to Carol Parks, their assigns, transferees and successors in interest.

THIS RESOLUTION is hereby adopted this ____ day of _____, 2014, the public health, safety and general welfare demanding it.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

BY: _____

L.B. Ahrens, Jr., Chairman

ATTEST:

**CHRISTY BLACK, COUNTY CLERK
(SEAL)**

STATE OF GEORGIA
COUNTY OF CHEROKEE
PLEASE RETURN TO: COUNTY ATTORNEY
CHEROKEE COUNTY
90 NORTH STREET
CANTON, GA 30114

BK

PG CLERK OF SUPERIOR COURT
CHEROKEE COUNTY, GA

4018 241 00 FEB 16 PM 2:49

BOOK 4018 PAGE 241

Anne M. Rendon

CHEROKEE COUNTY
RIGHT-OF-WAY DEED

THIS CONVEYANCE MADE AND EXECUTED the 11 day of Feb - 2003
19__.

WITNESSETH, that the undersigned, is the owner(s) of said tract of land in said County through which a road, known as GREEN ROAD in Land Lot 299 of the 14th District, 2nd Section has been laid out by Cherokee County.

NOW, THEREFORE, in consideration of the benefit to my property by the construction or maintenance of said road, I hereby donate to Cherokee County, Georgia, and their successors in office, so much land located in Land Lot No. 299 of the 14th District, 2nd Section of said County as to make a right of way for said road as surveyed and measured from the centerline of the highway location as follows:

SEE EXHIBIT "A"

To have and to hold the said conveyed premises in fee simple.

GRANTOR by this conveyance requests that the County accept this road as a public road for maintenance purposes only and agrees that the County will maintain said road in the condition existing as of the date of this execution.

I/We hereby warrant that I/we have the right to sell and convey said land and bind myself, my heirs, executors, and administrators forever to defend my/our virtue of these present.

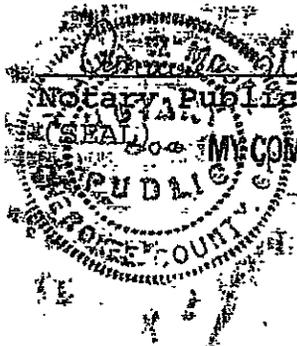
In testimony whereof, I/we have hereunto set my/our Hand and affixed my/our Seal the day and year above-written.

SIGNED, SEALED and DELIVERED in the presence of:

Traci Rone
Unofficial Witness

E.M. Massingill (L.S.)
E.M. Massingill

[Signature] (L.S.)

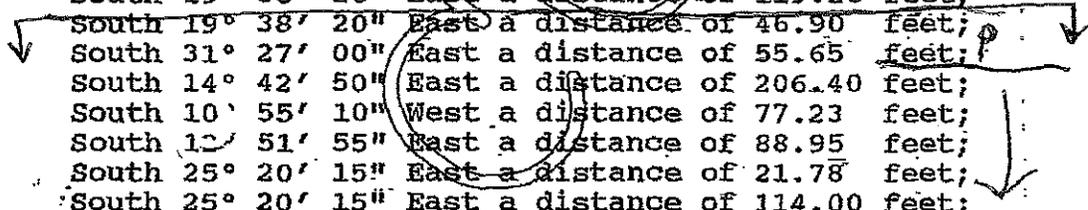


EXHIBIT

"A"

TO ASCERTAIN THE TRUE POINT OF BEGINNING, begin at the point of intersection of the west line of Land Lot No. 279 with the centerline of Green Road; thence run in a generally easterly and southeasterly direction along the centerline of Green Road and following the curvature of said Green Road a distance of 3949.77 feet to the southeasterly end of Green Road (the end of maintenance by Cherokee County), said point being the TRUE POINT OF BEGINNING OF THE CENTERLINE WHICH DEFINES THE BOUNDS OF THIS EASEMENT: thence running in a generally southeasterly direction along the centerline of the easement the following courses and distances;

- South 58° 41' 55" East a distance of 46.02 feet;
- South 52° 45' 15" East a distance of 62.00 feet;
- South 50° 17' 15" East a distance of 83.81 feet;
- South 32° 14' 15" East a distance of 43.55 feet;
- South 27° 10' 20" East a distance of 82.40 feet;
- South 32° 57' 30" East a distance of 59.15 feet;
- South 49° 11' 15" East a distance of 39.42 feet;
- South 45° 20' 40" East a distance of 129.31 feet;
- South 21° 11' 20" East a distance of 131.25 feet;
- South 22° 30' 55" East a distance of 176.68 feet;
- South 13° 21' 15" East a distance of 28.52 feet;
- South 11° 52' 50" East a distance of 58.43 feet;
- South 19° 38' 20" East a distance of 119.28 feet;
- South 19° 38' 20" East a distance of 46.90 feet;
- South 31° 27' 00" East a distance of 55.65 feet;
- South 14° 42' 50" East a distance of 206.40 feet;
- South 10° 55' 10" West a distance of 77.23 feet;
- South 12° 51' 55" East a distance of 88.95 feet;
- South 25° 20' 15" East a distance of 21.78 feet;
- South 25° 20' 15" East a distance of 114.00 feet;
- South 11° 24' 05" East a distance of 82.28 feet;
- South 04° 57' 00" West a distance of 89.00 feet;
- South 24° 39' 25" West a distance of 169.72 feet to a point on the southwestern right-of-way of a 100 foot wide Georgia Power Company Easement, said point being the TERMINATION POINT OF THE CENTERLINE WHICH DELINEATES THE BOUNDS OF THIS EASEMENT.



THIS SECTION
TO BE ABANDONED.

FIELD BOOK SEQUENCE 21 - FILE 8122

- LEGEND:
- 1) H.S. - IRON PIN SET (P.S. K)
 - 2) L.L. - LAND LOT LINE
 - 3) L.L.L. - LAND LOT LINE
 - 4) P.W. - POINT OF VIEW
 - 5) C.L. - CENTER LINE
 - 6) S. - SURVEY
 - 7) P.P. - POWER AND/OR PHONE POLE
 - 8) N.P.A. - NOW OR FORMERLY LOC.
 - 9) O.U. - OVERHEAD UTILITY LINE
 - 10) S.E. - SERVICE EASEMENT
 - 11) S.E. - SERVICE EASEMENT
 - 12) S.E. - SERVICE EASEMENT
 - 13) S.E. - SERVICE EASEMENT
 - 14) S.E. - SERVICE EASEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 0.0000 FEET AND AN ANGULAR ERROR OF 0.0000 DEGREES. THE CORRECTIONS ADJUSTED TO THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE TENTH OF 0.0000 FEET. EQUIPMENT USED FOR MEASUREMENTS: SODIPON 013 - JON, TOTAL STATION

- NOTES:
- 1) THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS PRIVATE AND PUBLIC.
 - 2) THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS PRIVATE AND PUBLIC.
 - 3) REFERENCE PLAT BOOK 22, PAGE 37.
 - 4) REFERENCE PLAT BOOK 12, PAGE 74.
 - 5) REFERENCE PLAT BOOK 12, PAGE 74.
 - 6) REFERENCE PLAT BOOK 12, PAGE 74.
 - 7) HARRY HANCOCK & ASSOCIATES, 409 # 77-103-1152.



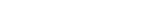
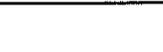
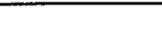
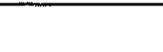
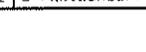
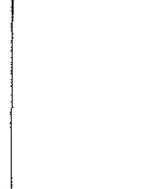
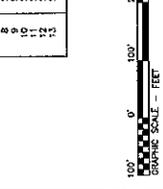
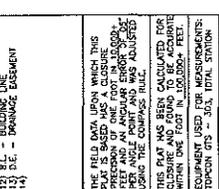
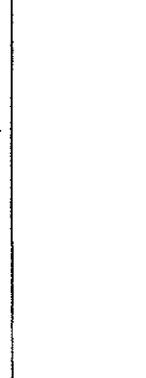
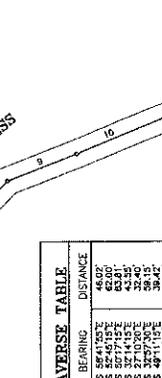
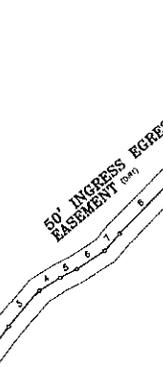
TRaverse TABLE

COURSE	BEARING	DISTANCE
1	S 86°41'20"W	46.07'
2	S 85°17'15"E	63.91'
3	S 32°14'15"E	43.35'
4	S 32°57'30"E	38.15'
5	S 42°30'48"E	72.31'
6	S 21°11'20"E	131.25'
7	S 15°21'15"E	28.33'
8	S 15°21'15"E	119.23'
9	S 15°21'15"E	119.23'



AREAS

TRACT 1	= 10.00 ACRES
TRACT 2	= 10.00 ACRES
TOTAL	= 20.00 ACRES



----- [Space Above Provided For Recording Data] -----

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

DEED OF ABANDONMENT

THIS INDENTURE, dated and effective as of the ____ day of _____, 2014, between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, as party of the first part (hereinafter referred to as "Grantor"), and **OLLENA OWENS**, as party of the second part (hereinafter referred to collectively as "Grantee")(the words "Grantor" and "Grantee" to include the respective heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits);

WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does bargain, sell, remise, release and forever quitclaim unto said Grantee, all the right, title, interest, claim or demand which the said Grantor has, or may have had, in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 299 of the 14th District of Cherokee County Georgia being more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

This deed is given pursuant to that certain Resolution of Road Abandonment duly adopted by the Cherokee County Board of Commissioners, Georgia, at a public meeting following a public hearing thereon, held on the 2nd day of December 2014, it being determined that said road has ceased to be used by the public to the extent that no substantial public purpose is served thereby.

This deed is also given to divest the Grantor of any interest it may ever have acquired in said property to make a right of way for a county maintained road.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal, as of the date first above written.

GRANTOR: CHEROKEE COUNTY

Signed, sealed and delivered
in the presence of:

By: _____
L.B. Ahrens, Jr., Chairman

Unofficial Witness

Attest: _____
Christy Black, County Clerk
[COUNTY SEAL]

Notary Public
My Commission Expires: _____
(NOTARIAL SEAL)

16K

PG CLERK OF SUPERIOR COURT
CHEROKEE COUNTY, GA

4018 241 00 FEB 16 PM 2:49

STATE OF GEORGIA
COUNTY OF CHEROKEE
PLEASE RETURN TO: CHEROKEE COUNTY
90 NORTH STREET
CANTON, GA 30114

CHEROKEE COUNTY
RIGHT-OF-WAY DEED

BOOK 4018 PAGE 241
Anne M. Lanier

THIS CONVEYANCE MADE AND EXECUTED the 11 day of Feb - 200
19 .

WITNESSETH, that the undersigned, is the owner(s) of said tract of land in said County through which a road, known as GREEN ROAD in Land Lot 299 of the 14th District, 2nd Section has been laid out by Cherokee County.

NOW, THEREFORE, in consideration of the benefit to my property by the construction or maintenance of said road, I hereby donate to Cherokee County, Georgia, and their successors in office, so much land located in Land Lot No. 299 of the 14th District, 2nd Section of said County as to make a right of way for said road as surveyed and measured from the centerline of the highway location as follows:

SEE EXHIBIT "A"

To have and to hold the said conveyed premises in fee simple.

GRANTOR by this conveyance requests that the County accept this road as a public road for maintenance purposes only and agrees that the County will maintain said road in the condition existing as of the date of this execution.

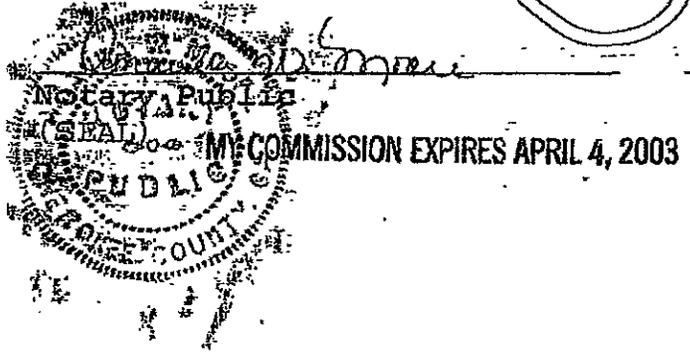
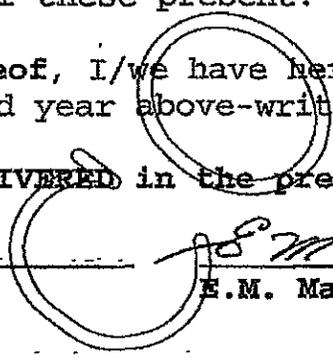
I/We hereby warrant that I/we have the right to sell and convey said land and bind myself, my heirs, executors, and administrators forever to defend my/our virtue of these present.

In testimony whereof, I/we have hereunto set my/our Hand and affixed my/our Seal the day and year above-written.

SIGNED, SEALED and DELIVERED in the presence of:

Ina: Agre
Unofficial Witness

E.M. Massingill (L.S.)
E.M. Massingill



(L.S.)

EXHIBIT

"A"

TO ASCERTAIN THE TRUE POINT OF BEGINNING, begin at the point of intersection of the west line of Land Lot No. 279 with the centerline of Green Road; thence run in a generally easterly and southeasterly direction along the centerline of Green Road and following the curvature of said Green Road a distance of 3949.77 feet to the southeasterly end of Green Road (the end of maintenance by Cherokee County), said point being the TRUE POINT OF BEGINNING OF THE CENTERLINE WHICH DEFINES THE BOUNDS OF THIS EASEMENT: thence running in a generally southeasterly direction along the centerline of the easement the following courses and distances;

- South 58° 41' 55" East a distance of 46.02 feet;
- South 52° 45' 15" East a distance of 62.00 feet;
- South 50° 17' 15" East a distance of 83.81 feet;
- South 32° 14' 15" East a distance of 43.55 feet;
- South 27° 10' 20" East a distance of 32.40 feet;
- South 32° 57' 30" East a distance of 59.15 feet;
- South 49° 11' 15" East a distance of 39.42 feet;
- South 45° 20' 40" East a distance of 120.31 feet;
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- South 22° 30' 55" East a distance of 176.68 feet;
- South 13° 21' 15" East a distance of 28.52 feet;
- South 11° 52' 50" East a distance of 58.43 feet;
- South 19° 38' 20" East a distance of 119.28 feet;
- South 19° 38' 20" East a distance of 46.90 feet;
- South 31° 27' 00" East a distance of 55.65 feet;
- South 14° 42' 50" East a distance of 206.40 feet;
- South 10° 55' 10" West a distance of 77.23 feet;
- South 12° 51' 55" East a distance of 88.95 feet;
- South 25° 20' 15" East a distance of 21.78 feet;
- South 25° 20' 15" East a distance of 114.00 feet;
- South 11° 24' 05" East a distance of 82.28 feet;
- South 04° 57' 00" West a distance of 89.00 feet;

South 24° 39' 25" West a distance of 169.72 feet to a point on the southwestern right-of-way of a 100 foot wide Georgia Power Company Easement, said point being the TERMINATION POINT OF THE CENTERLINE WHICH DELINEATES THE BOUNDS OF THIS EASEMENT.

THIS SECTION
TO BE ABANDONED.

FIELD BOOK REFERENCE 22, F.I.E. 11022

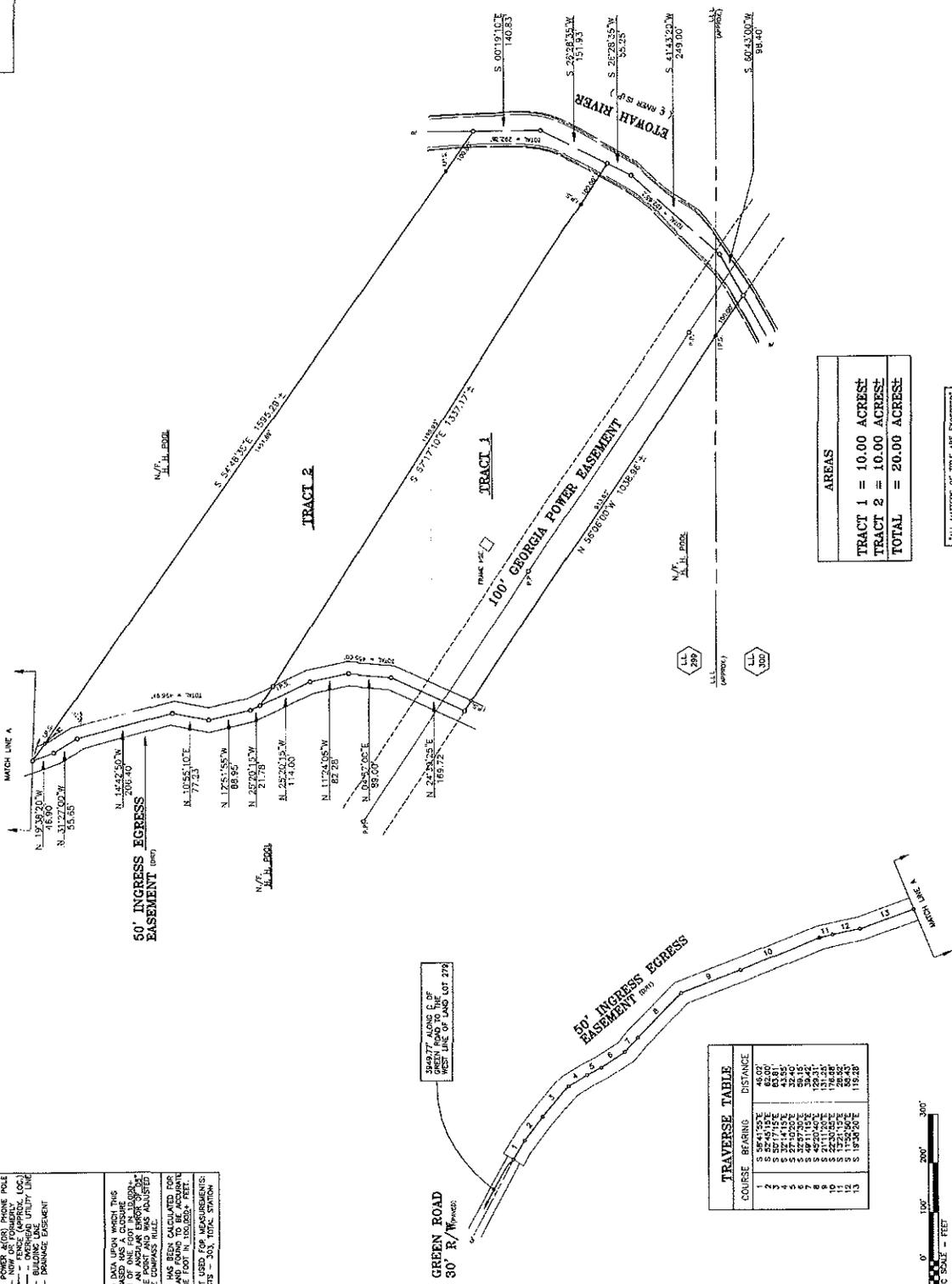
- LEGEND:
- 1) L&S - IRON PIN SET (P.P.R.)
 - 2) L&S - IRON PIN SET (P.P.R.)
 - 3) L&S - LAND LOT LINE
 - 4) L&S - PROPERTY LINE
 - 5) L&S - CENTER LINE
 - 6) L&S - CENTER LINE
 - 7) L&S - POWER (AOR) PHONE POLE
 - 8) L&S - POWER (AOR) PHONE POLE
 - 9) L&S - OVERHEAD UTILITY LINE
 - 10) L&S - OVERHEAD UTILITY LINE
 - 11) L&S - OVERHEAD UTILITY LINE
 - 12) L&S - DRAINAGE EASEMENT
 - 13) L&S - DRAINAGE EASEMENT
 - 14) L&S - DRAINAGE EASEMENT

THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE ERROR OF 1/10000 PART PER CENT AND AN ANGLE ERROR OF 1/10000 PART PER CENT. THE CLOSURE HAS BEEN ADJUSTED USING THE COGNATE METHOD.

THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 10000 PART PER CENT.

EQUIPMENT USED FOR MEASUREMENTS: TOPCON TS-30, THEODOLITE.

- NOTES:
- 1) THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RIGHTS PRESERVE AND PUBLIC RECORDS.
 - 2) THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RIGHTS PRESERVE AND PUBLIC RECORDS.
 - 3) REFERENCE PLAT BOOK 28, PAGE 37.
 - 4) REFERENCE PLAT BOOK 28, PAGE 37.
 - 5) REFERENCE PLAT BOOK 28, PAGE 37.
 - 6) REFERENCE PLAT BOOK 28, PAGE 37.
 - 7) REFERENCE PLAT BOOK 28, PAGE 37.
 - 8) REFERENCE PLAT BOOK 28, PAGE 37.
 - 9) REFERENCE PLAT BOOK 28, PAGE 37.
 - 10) REFERENCE PLAT BOOK 28, PAGE 37.
 - 11) REFERENCE PLAT BOOK 28, PAGE 37.
 - 12) REFERENCE PLAT BOOK 28, PAGE 37.
 - 13) REFERENCE PLAT BOOK 28, PAGE 37.
 - 14) REFERENCE PLAT BOOK 28, PAGE 37.



TRAVERSE TABLE	
COURSE	DISTANCE
1	5 5841.33'E
2	5 5841.33'E
3	5 5841.33'E
4	5 5841.33'E
5	5 5841.33'E
6	5 5841.33'E
7	5 5841.33'E
8	5 5841.33'E
9	5 5841.33'E
10	5 5841.33'E
11	5 5841.33'E
12	5 5841.33'E
13	5 5841.33'E
14	5 5841.33'E

AREAS	
TRACT 1	= 10.00 ACRES
TRACT 2	= 10.00 ACRES
TOTAL	= 20.00 ACRES



BOUNDARY SURVEY FOR:
ERNEST MASSINGILL

LOCATED IN LAND LOTS:
299 & 300 1/4 SECTION 2
CHEROKEE COUNTY, GEORGIA

PREPARED BY:
ERNEST MASSINGILL
SURVEYOR AND MAPPING SOCIETY OF GEORGIA

DATE: 11/24/1977

BY: WILEY LANE SURVEYING, INC.
P.O. BOX 1166
DUNWOODY, GEORGIA 30118
PHONE: (770) 478-4334

ALL ORIGINAL FLOOD HAZARD MAPS, COMMUNITY AND LOCAL GOVERNMENT RECORDS, AND ANY OTHER RECORDS WHICH MAY BE IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

JOB NO. 87-1022-500

N.P.S. B. CURRIE & SONS
SURVEYORS

"ALL MATTERS OF TITLE ARE EXCEPTED"



Cherokee County, Georgia Agenda Request

SUBJECT: Agreement for Cherokee County
To Provide Van Service for City of Ball Ground

MEETING DATE: December 2, 2014

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of approval of an Agreement between Cherokee County and the City of Ball Ground for the County to provide van service for the March of Toys for Toys for Tots on December 5, 2014.

FACTS AND ISSUES:

The City of Ball Ground has approached Cherokee County and requested the use of vans and drivers for the upcoming March of Toys for Toys for Tots event on December 5, 2014. The attached agreement specifies the following:

The City may use the Vans for transportation of attendees of the event subject to the following terms:

1. The Vans will be operated solely by County drivers throughout the term of this Agreement.
2. The City will be responsible for all maintenance and repairs that may become necessary regarding the Vans during the term of this Agreement or arising as a result of the City's use of the Vans during the term of this Agreement.

The time periods covered by this Agreement will be 4:00 PM to 10:00 PM, Friday, December 5, 2014.

BUDGET:

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

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

ADMINISTRATIVE RECOMMENDATION:

Approval of an Agreement between Cherokee County and the City of Ball Ground for the County to provide van service for the March of Toys for Toys for Tots on December 5, 2014.

REVIEWED BY:

DEPARTMENT HEAD: _____
 AGENCY DIRECTOR: _____
 COUNTY MANAGER _____

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

AGREEMENT FOR CHEROKEE COUNTY TO PROVIDE VAN SERVICE

THIS AGREEMENT entered into between the City of Ball Ground, hereinafter referred to as the "City," and Cherokee County, hereinafter referred to as the "County."

WITNESSETH

WHEREAS, the County and the City wish to enter into this Agreement to provide for the use of two (2) existing passenger vans (i.e. one (1) 1999 Ford Econoline XLT 15 Passenger Van- Vin. 1FBSS31L9XHA30689; and one (1) 2004 Ford Econoline XL 15 Passenger Van- Vin. 1FBSS31L04HA00427) (the "Vans") owned by the County for the City to use to transport citizens during the March of Toys for the Toys for Tots Parade (the "Parade");

NOW THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

1.

TERMS OF USE OF VANS

The City may use the Vans for transportation of attendees of the Parade subject to the following terms:

1. The Vans will be operated solely by County drivers throughout the term of this Agreement.
2. The City will be responsible for all maintenance and repairs that may become necessary regarding the Vans during the term of this Agreement or arising as a result of the City's use of the Vans during the term of this Agreement.

2.

AGREEMENT TERM; FEES

The time period covered by this Agreement will be 4:00 PM to 10:00 PM, Friday, December 5, 2014. In consideration of use of the Vans, the City, within 30 days of the County's issuance to the City of a written invoice to the City, will remit to the County an amount equal to the total of the following sub-totals: 1) reimbursement of the County's costs incurred (as outlined in the invoice) regarding County drivers' time; 2) reimbursement of the County's fuel costs incurred as outlined in the invoice.

3.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any party.

4.

GENERAL PROVISIONS OF THIS AGREEMENT

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Agreement, which provisions shall remain in full force and effect.

This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

Failure to insist upon strict compliance with any of the terms herein (by way of waiver or breach) by either party hereto will not be deemed to be a continuous waiver in the event of any future breach of any condition hereunder.

Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

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.

The City shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of performance of this Agreement. City 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 performance of this Agreement, 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 City, any subcontractor, anyone directly or indirectly employed by the City or subcontractor or anyone for whose acts the City 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 City 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.

IN WITNESS WHEREOF, the parties hereto set their hands and affixed their seals this ____ day of _____, 2014.

CHEROKEE COUNTY

(SEAL)

By: _____
Chairman

Attest:

By: _____
County Clerk

CITY OF BALL GROUND

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk



City of Ball Ground
March of the Toys Parade

Friday, December 5, 2014

Details on requested drivers and vans

Driver: \$22.00 per hour per driver

Saturday

2 Drivers for 6 Hours	264.00	4:00 / 10:00
	<hr/>	
TOTAL	\$ 264.00	
FUEL/MAINTENANCE	\$ 100.00	(Estimate)
GRAND TOTAL FOR EVENT	\$ 364.00	



Cherokee County, Georgia Agenda Request

SUBJECT: Design Services for
Canton Road Sidewalk Project

MEETING DATE: December 2, 2014

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider a design services agreement with Moreland Altobelli Associates, Inc. for the Canton Road Sidewalk Project in the amount of \$73,420.00.

FACTS AND ISSUES:

Cherokee County is receiving \$817,804 of funding from the Georgia DOT for the construction of the Canton Road Sidewalk Project, subject to Cherokee County providing a local match of at least 20%, which includes the engineering design, purchase of any necessary right-of-way, utility relocation and construction costs. The project will include construction of sidewalk along Canton Road, from the Cobb County line to Stockwood Drive, a distance of 0.60 miles.

This design services agreement includes all tasks associated with the project design, environmental approvals and permitting required by GDOT.

Four (4) design services proposals were received and reviewed. Moreland Altobelli provided the most responsive proposal and lowest priced proposal and also demonstrated the most relevant past experience with GDOT funded projects.

BUDGET:

Budgeted Amount:	\$1,000,000.00	Account Name: Sidewalk Projects
Amount Encumbered:	\$ 0.00	Account #: 63048
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 73,420.00	
Budget remaining:	\$ 926,580.00	

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

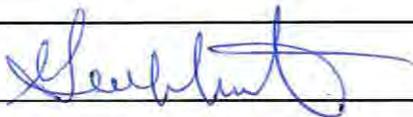
Note: Contracts (Other than County's Standard Agreements), ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of a design services agreement with Moreland Altobelli Associates, Inc. for the Canton Road Sidewalk Project in the amount of \$73,420.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____ 

COUNTY MANAGER: _____

Procurement Summary

Date Submitted: 25-Nov-14
Submitted by: Kristi Thompson
PSA Number: 2015-06
Value of Contract: \$73,420
Period of Performance: 90 Days
Supplier Name: Moreland Altobelli, Inc.
General Description: Design Canton Rd Sidewalk
Source of Funds: SPLOST 2012

Contract Information

Proposed Contract Type

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

Formal Advertised Procurement:

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

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

Number of Bidders Contacted / Number of Bids Received:

Web	4
-----	---

Supplier Selection Based on:

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

Weight	Proposal Evaluation Criteria
30%	SOW & Schedule
40%	Qualifications & Experience
30%	Price

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

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

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location
80	\$ 90,000.00	AEI	Marietta, GA
87	\$ 84,000.00	Jaeger Company	Gainesville, GA
72	\$ 141,064.00	Keck & Wood, Inc.	Duluth, GA
91	\$ 73,420.00	Moreland Altobelli & Assoc	Norcross, GA

Fair Price Determination:

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

Important Price Evaluation Notes: Awarding to lowest priced, highest scored proposer.

Why Other Than Low Bidder Selected: (If Applicable)

***Notes:**

PROJECT: 2015-06: CANTON ROAD SIDEWALK

PROPOSAL TAB, RESPONSIVENESS CHECK & SCORES

PROPOSER NAME	CITY/STATE	LOT	SOW & Method	Project Schedule	Team Org, Quals	Price	RESPONSIVE
Keck & Wood Inc.	Duluth, GA	Y	Y	Y	Y	\$ 141,064.00	YES
AEI	Marietta, GA	Y	Y	Y	Y	\$ 90,000.00	YES
Jaeger Company	Gainesville, GA	Y	Y	Y	Y	\$ 84,000.00	YES
Moreland Altobelli	Norcross, GA	Y	Y	Y	Y	\$ 73,420.00	YES

SCORES:

	MAX AVAIL POINTS	MORELAND-ALTOBELLI	JAEGER CO	AEI	KECK & WOOD
PROJECT UNDERSTANDING - APPROACH TO REQUIRED SOW AND SCHEDULE	30	21.00	21.00	21.00	30.00
QUALIFICATION & EXPERIENCE - TEAM AND KEY PERSONNEL, SIMILAR PROJECTS	40	40.00	40.00	36.00	40.00
PRICE	30	30.00	25.68	23.22	2.37
TOTAL POINTS	100	91.00	86.68	80.22	72.37

OPENING ATTENDEES:

CC Procurement Kristi Thompson
 Public Works Geoff Morton

Cherokee County

RFP# 2015-06 Canton Road/CR 1874 Sidewalk Project (PI No. 0012601) - Design

Price Analysis

11/24/2014

Proportional to Low Bid	Points Available	Moreland-Altobelli	Jaeger Company	American Engineers, Inc.	Keck & Wood, Inc.
	10				
Bid		\$ 73,420	\$ 84,000	\$ 90,000	\$ 141,064
Low		\$ 73,420	\$ 73,420	\$ 73,420	\$ 73,420
Difference		\$ -	\$ 10,580	\$ 16,580	\$ 67,644
Proportional Difference		0	0.144102424	0.225824026	0.921329338
Adjustment Factor		1	0.855897576	0.774175974	0.078670662
Points Earned		10.00	8.56	7.74	0.79

Cherokee County Design Project Scoring Criteria

Consultant Firm: Moreland-Altobelli Associates, Inc.

Area to be evaluated	Percent per Area	Your Score	Total Points
Project understanding - approach to required scope of work and schedule.	30.00%	7	21
Qualification of team and key personnel; similar type project experience.	40.00%	10	40
Price.	30.00%	10	30
TOTALS	100.00%		91

The Non-Price Portions of Proposals are to be scored on a scale of 1 to 10 where 10 is the best possible score.

Use 7 for neutral / pass / meets requirement

Price will be a relative score where the lowest price receives a perfect score (10) and all other scores are proportional.

Reviewed by: _____



Date: _____

11/21/14

Cherokee County Design Project Scoring Criteria

Consultant Firm: The Jaeger Company

Area to be evaluated	Percent per Area	Your Score	Total Points
Project understanding - approach to required scope of work and schedule.	30.00%	7	21
Qualification of team and key personnel; similar type project experience.	40.00%	10	40
Price.	30.00%	8.56	25.68
TOTALS	100.00%		86.68

The Non-Price Portions of Proposals are to be scored on a scale of 1 to 10 where 10 is the best possible score.

Use 7 for neutral / pass / meets requirement

Price will be a relative score where the lowest price receives a perfect score (10) and all other scores are proportional.

Reviewed by: _____



Date: _____

11/21/14

Cherokee County Design Project Scoring Criteria

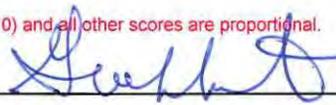
Consultant Firm: American Engineers, Inc.

Area to be evaluated	Percent per Area	Your Score	Total Points
Project understanding - approach to required scope of work and schedule.	30.00%	7	21
Qualification of team and key personnel; similar type project experience.	40.00%	9	36
Price.	30.00%	7.74	23.22
TOTALS	100.00%		80.2

The Non-Price Portions of Proposals are to be scored on a scale of 1 to 10 where 10 is the best possible score.

Use 7 for neutral / pass / meets requirement

Price will be a relative score where the lowest price receives a perfect score (10) and all other scores are proportional.

Reviewed by:  Date: 11/21/14

Cherokee County Design Project Scoring Criteria

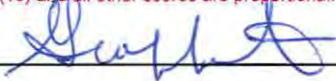
Consultant Firm: Keck & Wood, Inc.

Area to be evaluated	Percent per Area	Your Score	Total Points
Project understanding - approach to required scope of work and schedule.	30.00%	10	30
Qualification of team and key personnel; similar type project experience.	40.00%	10	40
Price.	30.00%	0.79	2.37
TOTALS	100.00%		72.4

The Non-Price Portions of Proposals are to be scored on a scale of 1 to 10 where 10 is the best possible score.

Use 7 for neutral / pass / meets requirement

Price will be a relative score where the lowest price receives a perfect score (10) and all other scores are proportional.

Reviewed by:  Date: 11/21/14

PROJECT: 2015-06: CANTON ROAD SIDEWALK

PROPOSAL TAB & RESPONSIVENESS CHECK

PROPOSER NAME	CITY/STATE	LOT	SOW & Method	Project Schedule	Team Org. Quals	Price
Keck & Wood Inc	Duluth GA	y	y	y	y	\$141,064 ⁰⁰
AET	Marietta, GA	y	y	y	y	\$90,000 ⁰⁰
Jaeger Co	Gainesville GA	y	y	y	y	\$84,000 ⁰⁰
Moreland & Kibbell	Norcross, GA	y	y	y	y	\$73,420 ⁰⁰

Notes:

Opening Attendees:

CC Procurement

Kristi Thompson 

Public Works

Geoff Morton 



Cherokee County Government

Capital Program Management

1130 Bluffs Parkway

Canton, GA 30114

678-493-6077

Fax: 678-493-6088

Request for Proposals

Canton Road/CR 1874 Sidewalk Project; Cobb County line to Stockwood Drive/CR 585

PI No. 0012601, Cherokee County

RFP # 2015-06

The Cherokee County Roadway Capital Program Management Division is requesting proposals for the design of the Canton Road Sidewalk Project; Cobb County line to Stockwood Drive.

PROJECT LIMITS AND OVERVIEW

The Canton Road Sidewalk Project will add sidewalk to the west side of Canton Road, from the Cobb County line to Stockwood Drive, a length of 0.60 miles. This section of Canton Road receives a large volume of pedestrian traffic as noted by the desire lines located along the corridor. Residents along the corridor walk to the commercial areas along SR 92 just to the north of this area in Woodstock. There is also a school bus stop along this corridor. This project is considered a last mile connectivity project/pedestrian facility for the sidewalks in the southern portion of Cherokee County.

There are some existing sidewalks on this corridor, however, they are substandard in width and do not meet current ADA requirements. The proposed sidewalks shall be six (6) feet wide and the utility strips between the curb and sidewalk will be finished with colored, stamped concrete for ease of maintenance.

The Georgia Department of Transportation is providing STP – Urban Federal funds towards the construction of this project. Cherokee County will be funding its portion of the project with the use of SPLOST funds.

SCOPE OF SERVICES

Design plans shall follow the current Georgia Department of Transportation Plan Development Process (PDP) and Plan Presentation Guide (PPG). All designs shall be in accordance with current AASHTO, MUTCD and Georgia Department of Transportation Standards and Specifications.

All survey will be done on state plane coordinates.

Erosion control plans shall be in accordance with current NPDES requirements.

Proposal shall include preparing and obtaining approval of all required environmental documents.

The proposal shall include staking of any required right-of-way and easements. Preparation of right-of-way plans and documents shall also be included as part of this proposal.

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

If your firm is interested in submitting a design services and price proposal for this project, please submit two (2) copies in a sealed envelope to the Cherokee County Procurement & Risk Management Department, 1130 Bluffs Parkway, Canton, Georgia 30114, by 9:45 AM on Tuesday, November 18, 2014, with the following information clearly typed on the outside envelope:

1. Name of firm.
2. Project name.
3. Date of proposal.
4. Bid number. (RFP# 2015-06)

Each proposal must include the following information, presented in a clear, comprehensive and concise manner:

1. Letter of transmittal.
2. Proposed scope of work and methodology.
3. Proposed project schedule.
4. Proposed project team organization, qualifications and availability.

Proposals will be ranked and evaluated in accordance with to the following criteria:

Project understanding; approach to required Scope of Work and schedule	30%
Qualification of team and key personnel; similar project experience	40%
Price	<u>30%</u>
Total:	100%

Price will be a relative score where the lowest price receives a perfect score and all other scores are proportional.

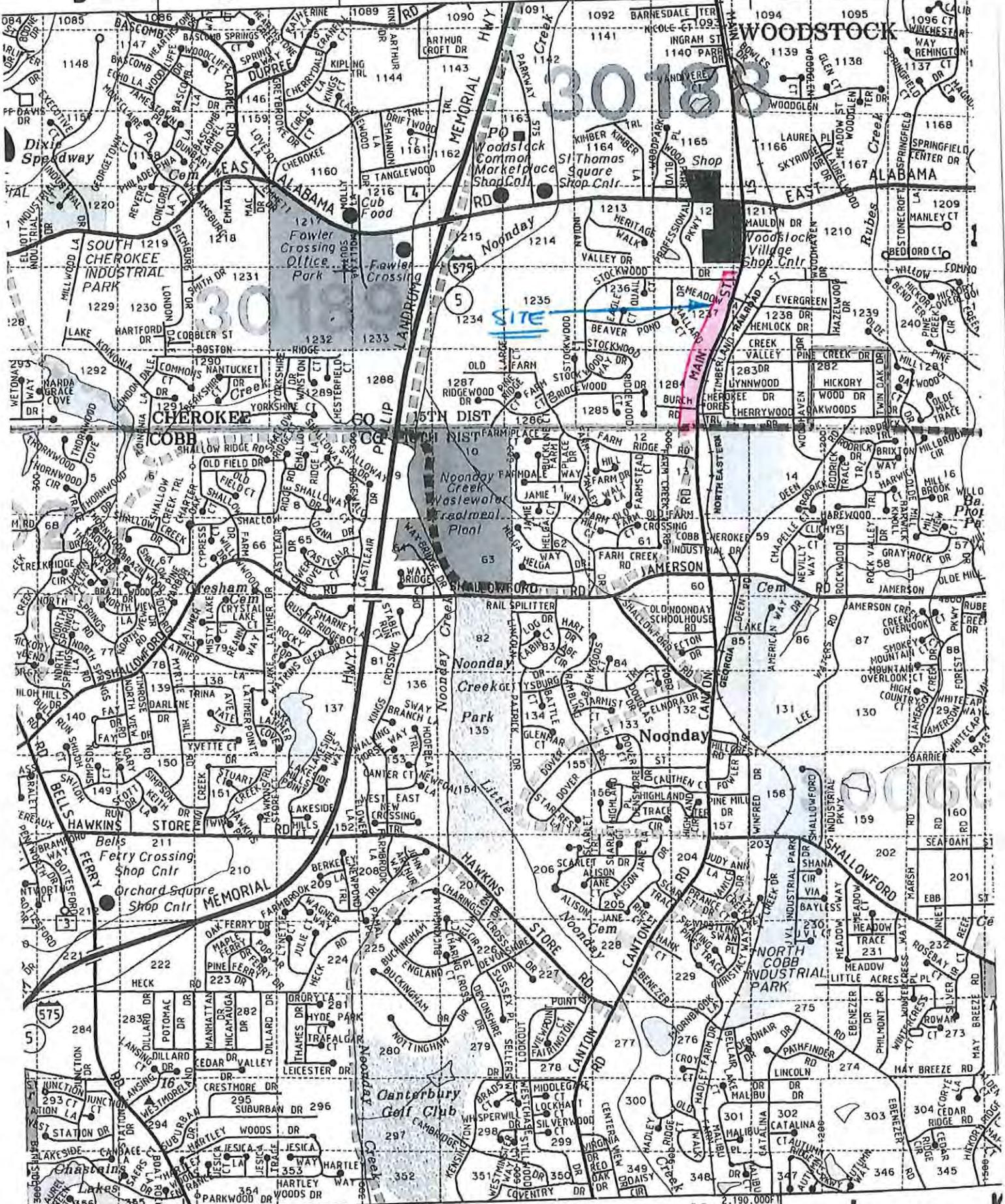
The successful firm will be required to execute Cherokee County's Standard Professional Services Agreement, which is attached.

Contract award is anticipated to take place at the December 2, 2014 meeting of the Cherokee County Board of Commissioners.

If you have any questions, do not hesitate to contact this office at (678)-493-6077.

Geoffrey E. Morton, P.E.
County Engineer
October 30, 2014

Attachments





Canton Road looking north to Stockwood Drive. Notice foot path formed by existing pedestrian traffic.



Canton Road looking south to Farm Ridge Road. Notice foot path formed by existing pedestrians and the school bus stop ahead sign.



Canton Road looking north from Farm Ridge Road. Notice existing foot path formed by existing pedestrian traffic.



Thomas D. Moreland, PE Chairman/CEO	Buddy Gratton, PE President	Vickie E. Moreland Executive Vice President/CFO	George M. Byrd, PE Senior Vice President	J. Holly Moreland Vice President
Richard C. Boullain, PE Vice President	Henry E. Collins, Jr. Vice President	Bradley M. Hale, PE Vice President	Albert J. Joyner, Jr. Vice President	L.N. Manchi, PE Vice President
				Joe McGrew, PE Vice President

November 18, 2014

Cherokee County Procurement & Risk Management Department
1130 Bluffs Parkway
Canton, Georgia 30114

Attn: Geoffrey E. Morton, PE

**Re: Canton Road/CR 1874 Sidewalk Project
RFP #2015-06**

Dear Mr. Morton:

Moreland Altobelli Associates, Inc. (MA) is pleased to offer our team's qualifications to Cherokee County for the development of improved pedestrian connections along Canton Road. This project is exciting to us because it is an area of facility planning and design we specialize in. Ken Timpson, PE, who has managed and designed many similar federal aid projects, is proposed as the project manager for the design of this project. We understand the proposed sidewalk has been programmed to receive Federal Highway Administration funds. He will be assisted by many experienced MA staff, such as Chris Kingsbury, RLA, ASLA, who was the lead landscape architect and project manager for the programs and non-motorized portions of the projects described in our Statement of Qualifications. Eric Brown, PE, RLS, will provide the design team his expertise in drainage and civil/site design. Eric and Chris have worked together on numerous similar projects. Additionally, Eric has recently designed several projects for Cherokee County. These include Trickum Road widening and sidewalk improvements, Burch Park Lane widening and realignment, and culvert/storm drain projects on Boston Ridge, Plantation Trace, Bells Ferry Road, and Westside Lane.

The funding for this project, Surface Transportation Program (STP) federal aid from the current Highway Funding Bill known as 'MAP 21', has been programmed by ARC and will be managed by GDOT's Office of Program Delivery (OPD). MA managed the initial implementation phase of ARC's Livable Centers Initiatives (LCI) program and currently manages the Transportation Enhancement Program (TE) for GDOT's OPD. Our familiarity and working relationships with these agencies, as well as our team's current design work with Cherokee County, will be beneficial to developing feasible concepts that can move forward to the design and construction phases.

The challenges of retrofitting existing roadways with attractive and functional pedestrian facilities are significant; however, this is an area where MA has substantial practical experience. One example is our 25-year long relationship with Cobb County and the Cumberland Community Improvement District (CCID) where we have provided complete streets by both designing new facilities and improving existing conditions. Deliverables to Cobb County and the CCID included planning studies, conceptual designs, environmental documents to secure federal funds, right-of-way acquisition, construction documents and CEI services. Challenges resolved include utility conflicts, potential damages to commercial properties, use of public lands and grade separations.

The resources of the MA team available to Ken are substantial and have the hands-on experience of designing pedestrian facilities throughout the region. We look forward to the opportunity to assist the County and contribute to its continued growth. Please do not hesitate to call Ken or me with any questions you have or if you need additional information.

Sincerely,

Buddy Gratton, PE
President





Transmittal Letter

Section 1 Proposed Scope of Work and Methodology

Section 2 Proposed Project Schedule

Section 3 Proposed Project Team Organization, Qualifications and Availability

Appendix Required Forms

Price Proposal *(separate, sealed envelope)*



Section 1

Proposed Scope of Work and Methodology

We have reviewed the RFP documents, visited the project corridor, and researched the County's funding application to ARC. Our site visit resulted in the identification of a number of design challenges that the concept development process must address. These include, but are not limited to, avoiding property impacts and converting the existing typical section to accommodate new sidewalk and ADA-compliant curb ramps and driveway aprons. We understand the project's primary goals are to provide continuous and safe pedestrian facilities. Some of the challenges our design team will solve, under Ken Timpson's direction, include:



Photo at left shows existing sidewalk at beginning of project at Cobb County line. We understand the County desires to provide safe pedestrian facilities on the west side of Canton Highway from the Cobb County line north to Stockwood Drive. The proposed typical section would be a 6-foot-wide concrete sidewalk separated from the existing back of curb by an 18-inch-wide strip of colored and pattern-stamped concrete.



This photo shows existing commercial driveway profile and low retaining wall that may need to be modified to accommodate desired typical section. Our survey will capture sufficient topographic and property information to acquire temporary easements as needed for construction.



Section 1

Proposed Scope of Work and Methodology



This photo illustrates where a new wall may be required to minimize right-of-way impacts to a mobile home community.



Where the existing grade falls away from the roadway, options for installing sidewalk may include relocating guardrail or constructing walls to accommodate fill behind rail for a new sidewalk.



In many locations, the existing shoulder conditions are level enough for improvements without walls, and utilities are set back a sufficient distance to avoid conflict.



Section 1

Proposed Scope of Work and Methodology



Retaining walls will likely be needed in areas where existing parking is significantly lower than adjacent roadway elevation. Again, our initial survey will obtain sufficient data for easements and design.



End of project at Stockwood Drive. If requested, we can evaluate the need for signalization at this intersection. At a minimum, a new crosswalk and appropriate signage will be installed to accommodate connectivity to existing sidewalk. We believe the budget values identified in the ARC's TIP are adequate for the requested scope.



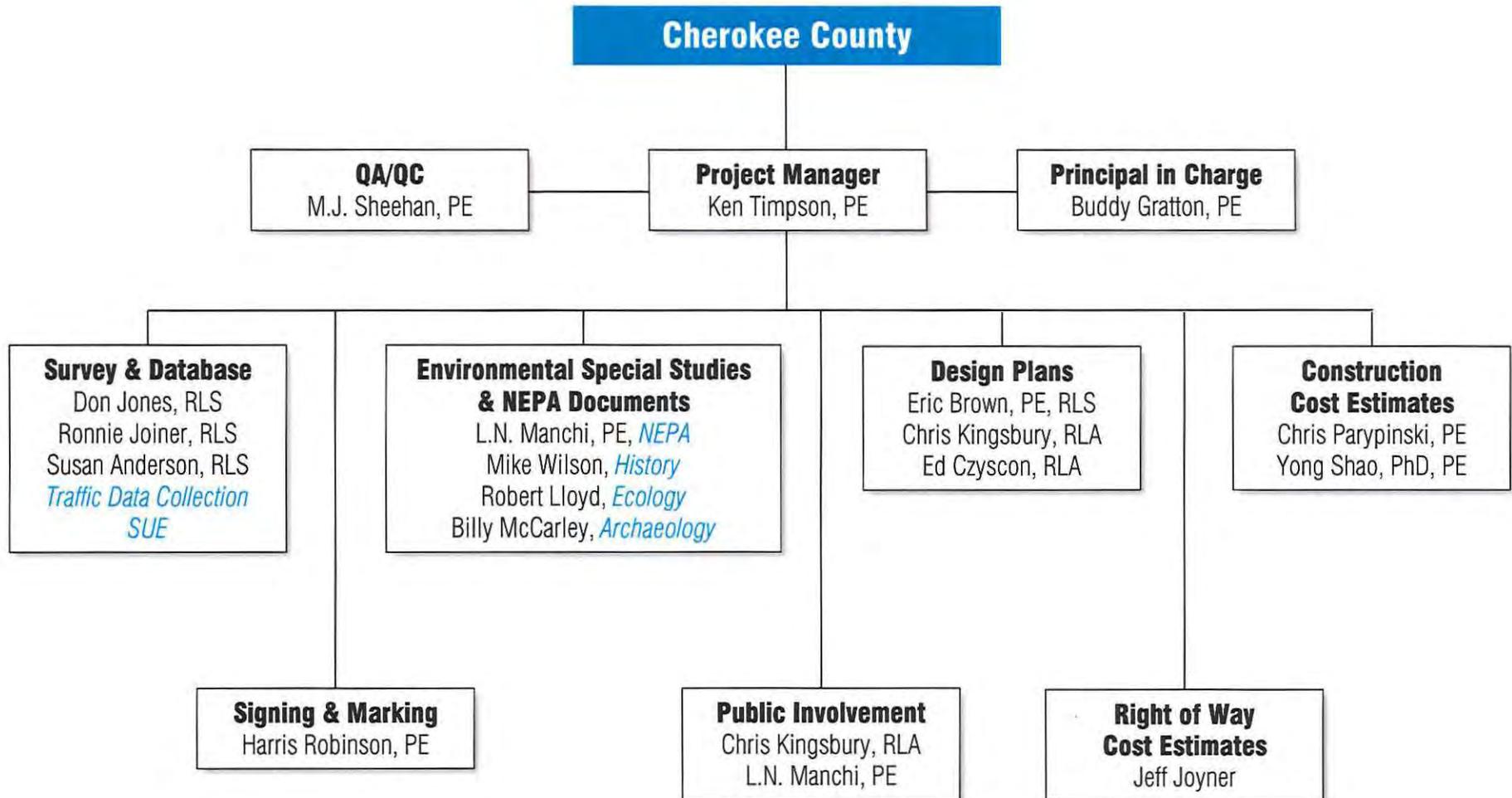
Proposed Scope of Work and Methodology

The individual scope elements ranging from survey to bid package preparation will be produced using the following key staff resources. Our organizational structure to produce the requested deliverables shows the reporting arrangement between team members and **Ken Timpson as project manager**. Ken will be your single point of contact with MA to coordinate work and respond to inquiries. During the survey phase when our crews are on site and questions concerning the project are frequently asked, our survey personnel will have an information sheet to pass out with Ken's contact information. Any response from MA to a concerned citizen will be coordinated with the City before we initiate a reply.

- A. Survey and Database Development: Don Jones, RLS and assigned field crews
- B. Traffic Analysis: Harris Robinson, Jr., PE; David Fairlie, EIT; and Karla Poshedly
- C. Environmental Special Studies and CE: L.N. Manchi, PE; Mike Wilson; Robert Lloyd; Billy McCarley; and staff
- D. Structural and Geotechnical Design Considerations: Joe McGrew, PE; Yong Shao, PhD, PE; and assigned technicians
- E. Public Involvement Plan Development: Chris Kingsbury, RLA, and L.N. Manchi, PE
- F. Plan Development: Eric Brown, PE, RLS; Ken Timpson, PE; Chris Kingsbury, RLA; Ed Czyscon, RLA
- G. ROW Estimates: Jeff Joyner
- H. Construction Cost Estimation: Ken Timpson, PE, and Chris Parypinski, PE



Proposed Project Team Organization
Organization Chart





Proposed Project Team Organization

Resumes

Ken Timpson, PE		Project Manager	
Education	B.C.E., Georgia Institute of Technology		
Registrations	Professional Engineer: Georgia #25149		
Certifications	NHI Culvert Design #13056		
Years of Experience	21	Years with Firm	1

Ken Timpson recently joined MA as a highway engineer. He has more than 21 years of experience in the design and management of transportation, site development, utilities and stormwater projects. He has solid experience and proven success in managing complex transportation projects, multi-functional teams and million dollar budgets. He is an equally effective leader and key contributor and can apply hands-on, participatory approach to team management that celebrates employees' successes and provides ongoing feedback for improvement. Timpson has expertise in developing conceptual plans, estimating labor, establishing schedules, creating contingency plans and maintaining budgets. He formulates and defines scope and objectives of projects based on project needs. His experience includes:

- Successfully complete drainage design of approximately 8 miles of rural and urban roadway on State Route 133, Brooks County. Participated in the preliminary field plan review (PFPR). Addressed comments to the PFPR report.
- Participated in drainage design and vertical alignment for Leesburg Bypass.
- Responsible for the development of Bartow County, City of Alpharetta, Georgia Department of Transportation, Oconee County, Gwinnet County, etc. as clients for the company.
- Successfully completed Westside Parkway Phase II & III for the City of Alpharetta.
- Successfully completed Jennings Mill Parkway for Oconee County.

Chris Kingsbury, RLA		Pedestrian Design and Public Involvement	
Education	M.S., Architecture/City Planning, Georgia Institute of Technology B.L.A., Landscape Architecture, University of Georgia		
Registrations	Landscape Architect: Georgia #722; South Carolina #314		
Certifications	N/A		
Years of Experience	34	Years with Firm	25

Kingsbury provides landscape design services for a wide variety of MA clients, which in recent years have included:

- Compliance inventories and tree replacement plans for MARTA projects to ensure compliance with county and city tree protection ordinances. This work is part of MA's role in providing program management services to MARTA.
- City of Milton Comprehensive Parks and Recreation Master Plan. This document developed a unified vision for the new City of Milton that includes trails, coordination of recreation with land use policy, expansion of the system, and improvements to existing facilities.
- Gwinnett County Parks on-call design contract; produced landscape plans and tree protection compliance documents for major parking lot expansion project at Gwinnett Environmental and Heritage Center; this project featured native plants and porous paving surfaces.
- Landscape plans for new entrances to Akers Mill Unit of the Chattahoochee River National Recreation Area in conjunction with the replacement of the US 41 bridge over the river designed by MA.
- Landscape plans for the Ashford Dunwoody/I-285 Interchange project that is converting the existing interchange into a Diverging Diamond Design.
- Cost-to-cure planting plans for residential and commercial properties involved with the Gwinnett Transportation SPLOST for which MA provides on demand services; these range from individual residences to subdivision and office park landscaped entryways.



Proposed Project Team Organization

Eric Brown, PE, RLS		Civil Design and Drainage	
Education	B.S. Civil Engineering, Georgia Institute of Technology		
Registrations	Professional Engineer: Georgia #17039; South Carolina #28521 Registered Land Surveyor: Georgia #3101		
Certifications	Level II Certified Design Professional #18452, GSWCC		
Years of Experience	28	Years with Firm	6

Brown, senior project manager, brings more than 28 years of hands-on, practical involvement in civil site design, project management, quality assurance, quote preparation, scheduling/ coordinating tasks, and problem solving.

Brown's experience includes:

- Storm water management design
- Flood studies
- Prepared plans for stabilization of streams
- Prepared stream studies
- Water system modeling and design
- Erosion control plans and inspection
- Sanitary sewer and storm drainage design
- Traffic analysis and intersection design
- Water and wastewater treatment plants
- Water supply systems, reservoirs, and storage tanks design
- Road widening & intersection improvement projects
- Surveying, including boundary, topo, construction layout & GPS
- Commercial, residential and municipal civil design & construction
- Regulatory contact and permitting
- Land planning, civil design, permitting, & platting

Sidewalk Improvements, City of Cumming, Georgia

Buford Dam Road: MA provided surveying, all design, and construction supervision. This project provides for widening and the addition of sidewalks to 3 miles of Buford Dam Road in the City of Cumming from SR 9 to Samples Road. It includes pedestrian improvements of the bridge over Georgia 400.

James Burgess Road Sidewalks: The James Burgess Road sidewalk project consisted of 2.5 miles of shoulder improvements, curb and gutter, sidewalk and storm drainage improvements from Atlanta Road to SR 20.

Gwinnett Environmental & Heritage Center (GEHC), Gwinnett County, Georgia. The work at the GEHC consisted of two projects. The first project was a parking lot expansion at the Center, which required the design of a parking lot and bus parking on steeply sloping terrain. An existing walking trail also had to be relocated as part of the design. The parking area was designed using pervious pavers and pervious asphalt to reduce stormwater runoff. The second project was the design of a "festival field," which will be used for fairs and corporate events, overflow parking, bus parking and shuttle area, and a pavilion. The bus/shuttle area also used pervious pavers and pervious asphalt to reduce runoff.

Widening of SR 20 (Buford Highway) from Samples to the Chattahoochee River, Forsyth County, Georgia. This project consisted of road widening and reconstruction of an existing state route from a two-lane rural section to a four-lane, divided urban section, also including the bridge replacement over the Chattahoochee River. Project length is approximately 2.06 miles with an estimated construction cost of \$47 million. Project design also included a multi-use trail along the river, a water quality pond, and a parking lot to be located on the National Park Service property. Environmental project manager responsible for preparing the Environmental Assessment (EA)/Finding of No Significant Impact (FONSI) in accordance with the National Environmental Policy Act (NEPA). MA services included traffic, planning, environmental, roadway design, hydraulics, survey, and right of way.

Harris Robinson, PE		Signing & Marking	
Education	M.S., Transportation Engineering, Auburn University B.C.E., Civil Engineering, Auburn University		
Registrations	Professional Engineer: Georgia #16310; Alabama #18719		
Certifications	N/A		
Years of Experience	30	Years with Firm	1

Harris Robinson is a professional engineer with more than 30 years of experience in civil and traffic engineering. His experience includes developing scope of services and budgets; preparing traffic impact studies; designing traffic signal



Harris Robinson, PE

Signing & Marking

installations; developing and implementing traffic signal timings for several corridors using SYNCHRO and ACTRA including US 78 in Gwinnett County, McGinnis ferry Road in Fulton/Forsyth Counties, 34 intersections in DeKalb County, and several other locations; preparing design traffic studies for roadway improvement projects including the Wade Green at I-75 interchange using both CORSIM and SYNCHRO; and working with cities to improve traffic flow.

In a previous position, Harris worked with the City of Roswell as a program manager in their Department of Transportation. His duties included preparing a yearly capital budget and working with funding sources such as ARC and GDOT; reviewing site plans to ensure proper access and traffic flow using MUTCD and AASHTO guidelines; preparing agenda items and reports for commission meetings; and managing roadway improvement projects coordinating consultant work. He was instrumental in developing fiber optic communication systems.

Harris also worked with an Atlanta engineering firm as a senior traffic engineer. He prepared traffic signal plans including fiber optic communication systems; prepared signing and pavement marking plans for freeways, arterials, local streets, and bicycle facilities ensuring compliance with MUTCD; prepared traffic studies for highway improvement concept studies; conducted traffic impact studies and access management studies for different size developments; developed scope of services and project budgets and managed traffic engineers and planners; and prepared RFP submittals.

As a transportation engineer with another firm, Harris prepared construction plans for roadway and airport improvements; conducted airport runway approach studies; developed preliminary roadway plans; and wrote project approach and understanding for roadway proposals.

As a program manager for the City of Tallahassee, Florida, Harris reviewed consultant and in-house prepared construction plans to ensure compliance with the City standards for signalization, signing pavement markings, and maintenance of traffic plans; managed the City Traffic Calming Program including making presentations to neighborhood community groups; and developed traffic calming plans and worked with in-house construction to implement plans.

M.J. Sheehan, PE

QA/QC

Education B.S., Civil Engineering, University of Virginia

Registrations Professional Engineer: Georgia #28980; Virginia #23329; Florida #68965; Mississippi #19302; North Carolina #39361

Certifications Level II Certified Design Professional #17140, GSWCC

Years of Experience 26 **Years with Firm** 12

Colerain Road Improvements, Camden County, Georgia. (PI #0007414). This project includes widening and reconstruction of 5.8 miles of Colerain Road from two lanes to four lanes divided with 20-foot raised median urban roadway and an interchange with I-95. This interchange includes a new 293' long four span bridge over I-95, bike lanes, and sidewalks. The project is in the final design phase with an estimated construction cost of \$25 million.

M.J. is the project manager for this project and is responsible for assuring all aspects of the project s design process from concept through construction completion. He is responsible for all PM duties, which include updating schedules and costs with GDOT and Camden County, overall management of project design activities, which include, survey, design, geotechnical studies, environmental documents/permits, hydro analysis, structural design, erosion control, staging, traffic engineering, and QC/QA efforts.

GRIP 174 (PI #422235) and GRIP 159 (PI #42230), Randolph and Clay Counties, Georgia. Both of these GRIP projects were developed under one contract with GDOT. GRIP 174 is in final design phase and is to be let to contract this summer at an estimated cost of \$31 million. The project consists of 9.09 miles of widening and realignment of US 27/SR 1 from Carnegie Vilulah Road to Cuthbert Bypass and includes a new 182' long three span bridges over the railroad. This project is to be the first major project let to construction utilizing the new TIA funding. GRIP 159 consists of a 7.9 miles of 4-lane rural section of widening and realignment of US 27/SR 1 from Bluffton Bypass to Carnegie Vilulah Road. This project is under



M.J. Sheehan, PE

QA/QC

construction with a cost of \$27 million.

M.J. is the project manager for this contact and is responsible for assuring all aspects of the projects are handled appropriately and coordinated effectively with GDOT. MA services M.J. managed for this contract included survey, design, geotechnical studies, hydro analysis, structural design, erosion control, staging, traffic engineering, and QC/QA efforts.

14th Street at I-75/85, Fulton County, Georgia (PI #0001298). As design team leader, M.J. coordinated and designed all aspects of this project which consisted of widening approximately two miles of 14th Street in midtown Atlanta, as well as the relocation of Williams Street and the inclusion of a new ramp to 17th Street which was largely on bridge structure 828' long and seven spans. This project included the 14th street bridge over I-75/I-85, which was a three span 389' long structure and include work on I-75/I-85. This project also included relocation of several utilities, and future considerations for interstate HOV access and a future 15th Street bridge and roadway. Design of all modified and/or new access to this roadway conformed to GDOT specifications. M.J. developed the concept design, preliminary design, final design, right of way plans, utility relocation plans, staging and maintenance of traffic plans, and handled all post design services. In addition, M.J. was heavily involved in public involvement efforts in providing all material necessary for the public meetings and participated in such meetings.

Qualifications

Project Description	Project Owner	Contact Name & Telephone	Office Where Work Was Performed
<p>Rottenwood Creek Trail Master Plan and Bob Callan Trail, Cobb County, Georgia. MA's landscape architects, engineers, and environmental specialists worked with Cobb County to develop improved access to a unique natural environment in the Cumberland CID district. The trail follows an existing sanitary sewer easement parallel to the Chattahoochee River, then upstream along Rottenwood Creek, which is generally parallel to I-75. Approximately one-third of the trail's length is within the Chattahoochee River National Recreation Area and was coordinated with the National Park Service.</p> <p>For the Bob Callan Trail, MA provided concept design, environmental documents, surveying, civil and structural engineering, and landscape design for several miles of off-road pedestrian and bicycle trail; including culvert bridges and retaining walls. This project was completed in 2007 and features three pedestrian bridges and two miles of porous concrete trails; construction value was \$4 million.</p>	Cumberland CID	Malaika Rivers Executive Director 770.859.2353	Norcross
<p>Interstate North Trail, Cobb County, Georgia. This project connects the existing sidewalk and trail system in the Cumberland-Galleria area of Cobb County to the Cochran Shoals parking lot and trails of the Chattahoochee River National Recreation Area. Approximately 0.3 miles in length, it was funded with a combination of Transportation Enhancement, Cobb County SPLOST and Cumberland Community Improvement District funds. The project was let to construction in fall 2011 with a value of \$529,000.</p>	Cobb County Department of Transportation	Bob Galante, PE, Engineering Division Manager 770.528.1622	Norcross



Proposed Project Team Organization

Project Description	Project Owner	Contact Name & Telephone	Office Where Work Was Performed
<p>City of Buford Streetscapes, Phases 1 and 2. Phase One: This project revitalized approximately one mile of the city's historic downtown business district. The scope of work included, but was not limited to, new sidewalks, pedestrian scale lighting, drainage improvements, and improved parking for businesses. MA's estimate of construction value was \$1,293,801; an award to the low bidder was \$1,177,177; and final construction value was \$1,357,006. Additional contract amounts were the result of the city being able to identify additional funds and slightly expand the areas receiving improvements. Contract length was one year.</p> <p>Phase Two: This contract continued the work installed in Phase One and includes a new central park space for the downtown. The engineer's estimate was \$1,447,770. The low bidder was awarded a \$1,481,682 contract. The time period for both streetscape projects was one year to allow staged construction sequences that minimized disruption to local businesses.</p>	<p>City of Buford Board of Commissioners</p>	<p>Phillip Beard, Chairman 770.945.6761</p>	<p>Norcross</p>
<p>Robert Bell Parkway/Sawnee Avenue Sidewalks. The City of Buford is one of a handful of Georgia municipalities that operates a public school system independent of the County's. To accommodate a new middle school and provide improved access to their existing elementary, high school and fine arts facilities, MA designed a new entry road for the campus. The road features a new intersection with SR 23/Buford Highway, a landscaped median, sidewalks and typical section that accommodates parking for special events. Our engineer's estimate was \$2,930,828 and the low bid was \$2,588,703. Construction was staged over a one-year period starting in the summer of 2003 and ending summer of 2004 to avoid disruption to the existing school facilities. The contract was completed on time and within budget. The Sawnee Avenue work is a companion project to Robert Bell Parkway that will provide additional turn lanes to Sawnee Avenue serving existing school and community facilities. Estimated construction value \$3,000,000.</p>	<p>City of Buford Board of Commissioners</p>	<p>Phillip Beard, Chairman 770.945.6761</p>	<p>Norcross</p>
<p>Streetscape Improvements to Cumming Courthouse Square. MA designed new pedestrian facilities including lighting, street furniture, pocket parks, landscaping and parking improvements to improve downtown circulation. The facilities featured numerous seating areas and wider sidewalks to accommodate staff and citizens visiting Cumming City Hall, Forsyth County Courthouse and county offices around the square. Additional pedestrian facilities were designed and built to provide improved access to an historic cemetery adjacent to the courthouse square and the city's Rural Heritage and Fairground Park. Total value of the work was approximately \$1 million, including design fees.</p>	<p>City of Cumming</p>	<p>Gerald Blackburn City Administrator 770.781.2010</p>	<p>Norcross</p>



Proposed Project Team Organization

Project Description	Project Owner	Contact Name & Telephone	Office Where Work Was Performed
<p>Sidewalk Improvements. Buford Dam Road: MA provided surveying, all design, and construction supervision. This project provides for widening and the addition of sidewalks to 3 miles of Buford Dam Road in the City of Cumming from SR 9 to Samples Road. It includes pedestrian improvements of the bridge over Georgia 400.</p> <p>James Burgess Road Sidewalks: The James Burgess Road sidewalk project consisted of 2.5 miles of shoulder improvements, curb and gutter, sidewalk and storm drainage improvements from Atlanta Road to SR 20.</p>	City of Cumming	Gerald Blackburn, City Administrator 770.781.2010	Norcross
<p>GDOT Transportation Enhancement Program. MA has been privileged to work as an extension of GDOT's staff and assist with project management on the federally funded Transportation Enhancement program since the fall of 2009. Initially, when awarded the contract, MA collected the project files from the Department's District Offices, reviewed the plans and project documents and created a database and schedule for the existing 330 projects. In 2010, MA worked with GDOT's staff on a 'new call' for TE projects. This call added an additional 170 TE projects.</p> <p>MA's statewide network has provided efficiency on this program. When requested, MA's liaisons have been able to meet with GDOT district staff, and project sponsors and their consultants with very short notice. The liaisons have assisted with plan review, right-of-way and utility issues and construction concerns.</p> <p>Project milestones accomplished to date include:</p> <ul style="list-style-type: none"> • Memorandums of Understanding – More than 700 projects • Federal funds authorized – More than \$100 million • Concept approvals for more than 400 projects • Environmental approvals for more than 500 projects 	Georgia Department of Transportation	Elaine Armster, Special Projects Chief 404.631.1784	Norcross
<p>LCI Project Management, Statewide. MA provided comprehensive program and project management services to the Atlanta Regional Commission (ARC) for its Livable Centers Initiative (LCI) Program. These projects were the construction phase of an innovative planning program using federal Surface Transportation Funds for planning activities. Municipal and county governments in the ARC's region are eligible for implementation funding for specific projects if they complete certain planning activities and adopt development and land use regulations that promote pedestrian circulation and transit use. Recipients may use the funds for design services, right-of-way acquisition, and construction. MA provided program-wide budget and scheduling services, sponsor assistance with state and federal requirements, and design review services. MA budget was \$600,000.</p>	Atlanta Regional Commission	Dan Rueter 404.463.3305	Norcross



Proposed Project Team Organization

Project Description	Project Owner	Contact Name & Telephone	Office Where Work Was Performed
<p>Silver Comet Trail Connector, Paulding County, Georgia. MA is designing a multi-use path between Paulding County's new government complex and the popular Silver Comet Trail. The project will provide an off road facility connecting a new public gathering space in front of the administration building to the Seaboard Avenue Trail Head. Design challenges resolved included coordination with GDOT to build the trail in the US 278 right of way, minimize wetland impacts to an adjacent stream and develop a cost-effective design that fit the \$400,000 construction budget. Design is underway and a late summer 2014 letting is scheduled; MA's fees were \$25,500 for design.</p>	Paulding County	Erica Parish, PE 770.445.4759	Norcross

Availability

We have reviewed our workload of current and projected assignments for the key staff, and all proposed staff are available immediately. This includes Ken Timpson, project manager; Don Jones, survey department manager; L.N. Manchi, environmental department head; Eric Brown, lead civil designer; and the supporting specialists.

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 sue and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

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

53328

Federal Work Authorization User Identification
Number

9-10-07

Date of Authorization

Moreland Altobelli Associates, Inc.

Name of Contractor

2015-06: Canton Rd Sidewalk Design

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 the 14th day of
November, 20 14
in Norcross (city), GA (state).


Signature of Authorized Officer or Agent

Buddy Gratton

Printed Name of Authorized Officer or Agent

President

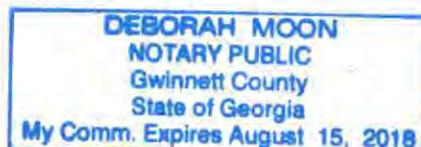
Title of Authorized Officer or Agent

Subscribed and sworn before me on this
14th day of November,
20 14.


Notary Public

[NOTARY SEAL]

My Commission Expires 8-15-2018



**CERTIFICATION OF REVIEW AND ACCEPTANCE OF
PROFESSIONAL SERVICES AGREEMENT**

BIDDER'S NAME: Moreland Altobelli Associates, Inc.

THE UNDERSIGNED CERTIFIES, in preparing my Bid for this Project, that I have read the referenced PROFESSIONAL SERVICES AGREEMENT between Cherokee County and the Contractor and all required other exhibits, attachments and supporting documents, and that my legal advisor and insurance carrier representatives have also read the Agreement. Therefore, I hereby make the following sworn statement:

CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:

 AB I and my legal advisor and insurance carrier representatives have read, understand and accept all the terms and conditions of the Agreement, and if awarded this Project I will promptly execute and furnish all required statements, exhibits and certification of insurance coverage within ten (10) calendar days.

OR

 I and my legal advisor and insurance carrier representatives have read and understand all the terms and conditions of the Agreement, **BUT HAVE NOTED THE FOLLOWING EXCEPTIONS AND/OR QUALIFICATIONS:**

Proposers may provide additional sheets written on their own letterhead to supplement this page, if necessary..

THE UNDERSIGNED FURTHER UNDERSTANDS AND ACCEPTS that such submitted exceptions and/or qualifications may cause Cherokee County to determine the Bid to be non-responsive and the Consultant to be non-responsible, and that the County may fully reject the Bid and select another Consultant based upon the noted or described exceptions and/or qualifications hereto. Such a determination by Cherokee County shall not be a cause of action by the Consultant against Cherokee County.

I CERTIFY that the above information is true and correct and is applicable to the Bid for this Project.

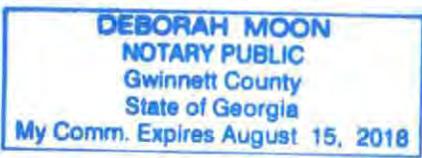
Signed: *Bunby Ak* (SEAL, REQUIRED IF CORPORATION)

THIS FORM TO BE NOTARIZED.

This 14th day of November , 2014.

NOTARY AND WITNESS: County of Gwinnett State of Georgia

Notary Public: *Deborah Moon* (SEAL, REQUIRED)



NON-COLLUSION AFFIDAVIT

I state that I am president of Moreland Altobelli Associates, Inc. (Title) (Name of Firm)

and that I am authorized to make this AFFIDAVIT on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid/Proposal.

I state that:

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

officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as follows:

I state that Moreland Altobelli Associates, Inc. understands and acknowledges that (Name of Firm)

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

Buddy Gratton Signature

Buddy Gratton Printed Name

President Title

Sworn to and subscribed before me this 14th day of November, 20 14

Deborah Moon (Notary Public) My Commission Expires: 8-15-2018

(SEAL REQUIRED)



PRICE PROPOSAL
Canton Road Sidewalk Project, Cherokee County
RFP #2015-06

Survey	\$10,000
Concept Report	\$10,000
PCE for NEPA Compliance	\$15,000
Preliminary Design Plans	\$16,760
Right of Way Plans and Plats	\$6,000
Final Plans	\$15,660
TOTAL	\$73,420

See revised version, next page

5.11 EMPLOYEE RECOGNITION

5.11.1 Service Awards – Employee tenure may be recognized by the presentation of a service gift or cash. These may be awarded to full-time employees by the Board of Commissioners or its designee. Recognition may be given every 5 years.

5.11.2 Retirement – Upon retirement, an employee may be honored by the Board of Commissioners with a plaque and gift. The value of gifts may be determined by the tenure of the employee:

<u>Years of Service</u>	<u>Gift Value</u>
20+	\$ 250.00

5.11.3 Post-Retirement – Upon retirement, an employee may continue medical insurance coverage with the County at the County’s expense for employee-only medical premium costs until the employee age of 65. Cherokee County’s payment of premiums for post-retirement medical benefits shall be capped at the 2014 monthly employee-only medical premium costs, or as may be adjusted by the Board of Commissioners from time to time. Any future cost increases above Cherokee County’s contribution level for 2014 employee-premiums shall be fully paid by the retiree or such medical coverage shall be discontinued. If the retiree obtains employment after retirement with an employer that offers medical coverage at no cost, this benefit shall immediately discontinue and the retiree shall be required to accept coverage with the new employer. The employee-only premium benefit shall be determined by the tenure of the employee:

<u>Years of Service</u>	<u>% Paid for Employee-Only Medical Premiums</u>
30+	100% county/0% employee

5.11 EMPLOYEE RECOGNITION

5.11.1 Service Awards – Employee tenure may be recognized by the presentation of a service gift or cash. These may be awarded to full-time employees by the Board of Commissioners or its designee. Recognition may be given every 5 years.

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<u>Years of Service</u>	<u>Gift Value</u>
20+	\$ 250.00

5.11.3 Post-Retirement of 30+ Year Employee – Upon retirement, an employee who has served the County for at least thirty (30) years may continue medical insurance coverage with the County at the County's expense for employee-only medical premium costs until the employee age of 65. Cherokee County's payment of premiums for post-retirement medical benefits shall be capped at the 2014 monthly employee-only medical premium costs, or as may be adjusted by the Board of Commissioners from time to time. Any future cost increases above Cherokee County's contribution level for 2014 employee-premiums shall be fully paid by the retiree or such medical coverage shall be discontinued. If the retiree obtains employment after retirement with an employer that offers medical coverage at no cost, this benefit shall immediately discontinue and the retiree shall be required to accept coverage with the new employer.

<u>Years of Service</u>	<u>% Paid for Employee-Only Medical Premiums</u>
30+	100% county/0% employee



Cherokee County, Georgia Agenda Request

SUBJECT: Award Banking Business to Wells Fargo MEETING DATE: 12/2/2014

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Based on the results of a competitive RFP, consider approving a four year contract with Wells Fargo as the County’s banking partner and allowing the County Manager to execute the three Agreements required to form the relationship once approved by County Legal.

FACTS AND ISSUES:

In July 2014 Cherokee County issued an RFP soliciting proposals for our banking business. Four proposals were received from Wells Fargo, JP Morgan/Chase, Suntrust, and Bank of America. We solicited proposals from local banks, but none were received.

The evaluation team assigned Wells Fargo the highest overall score. Wells Fargo was also the lowest cost provider.

Evaluation Criteria	Possible Score	Wells Fargo	JP Morgan	SunTrust	Bank of America
Banking Services Offered	35.00	33.41	32.13	32.44	28.40
Customer Service	15.00	14.47	8.28	10.53	14.78
Cost Factors	40.00	40.00	39.62	34.85	11.38
Subtotal	90.00	87.88	80.04	77.82	54.56
Transition Plan	10.00	10.00	7.20	8.48	6.33
Total Score	100.00	97.88	87.24	86.30	60.89

Please see the Procurement Summary for more details.

BUDGET: N/A

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

ADMINISTRATIVE RECOMMENDATION:

Approve

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER

Collateralization Method:		Bank 1 Dedicated Wells Pass on FDIC	Bank 2 Dedicated JPMC Pass on FDIC	Bank 3 Pooled ST No FDIC	Bank 4 Pooled BoA/ML Pass on FDIC
Fees	Fees				
- Year 1	\$ 22,736	1)	\$ 18,596	2)	\$ 40,912
- Year 2	\$ 32,969	4)	\$ 18,596		\$ 40,912
- Year 3	\$ 32,969		\$ 18,596		\$ 40,912
- Year 4	\$ 32,969		\$ 18,596		\$ 40,912
					\$ 55,651
					\$ 74,201
					\$ 74,201
					\$ 74,201
	Yield over BE Amt	0.02%	0.00%	0.10%	0.00%
J. ECR	Credit Earning Level				
- Year 1	0.35%		0.22%	5)	0.50%
- Year 2	0.25%	7)	0.22%	6)	0.50%
- Year 3	0.25%	7)	0.22%	6)	0.20%
- Year 4	0.25%	7)	0.22%	6)	0.20%
	Break Even OR \$5M Average Balance Maintained by County				
- Break Even Deposits					
- Year 1	\$ 6,495,943	9)	\$ 5,000,000	8)	\$ 8,182,400
- Year 2	\$ 13,187,629		\$ 8,452,727		\$ 8,182,400
- Year 3	\$ 13,187,629		\$ 8,452,727		\$ 20,456,000
- Year 4	\$ 13,187,629		\$ 8,452,727		\$ 20,456,000
					\$ 22,260,400
					\$ 37,100,500
					\$ 37,100,500
					\$ 37,100,500
County Buffer Added	- Year 1	\$ 6,995,943	\$ 5,000,000	10)	\$ 8,682,400
	- Year 2	\$ 13,687,629	\$ 8,952,727		\$ 8,682,400
	- Year 3	\$ 13,687,629	\$ 8,952,727		\$ 20,956,000
	- Year 4	\$ 13,687,629	\$ 8,952,727		\$ 20,956,000
					\$ 22,760,400
					\$ 37,600,500
					\$ 37,600,500
					\$ 37,600,500
Buffer X Yield Interest Paid on Over BE Amount	- Year 1	\$ 100	\$ -	\$ 500	\$ -
	- Year 2	\$ 100	\$ -	\$ 500	\$ -
	- Year 3	\$ 100	\$ -	\$ 500	\$ -
	- Year 4	\$ 100	\$ -	\$ 500	\$ -
	Totals	\$ 400	\$ -	\$ 2,000	\$ -
Total CC Deposits	Available for Investment (Total CC Deposits - BE to Avoid Fees)				
\$ 45,000,000	- Year 1	38,004,057	40,000,000	36,317,600	22,239,600
\$ 45,000,000	- Year 2	31,312,371	36,047,273	36,317,600	7,399,500
\$ 45,000,000	- Year 3	31,312,371	36,047,273	24,044,000	7,399,500
\$ 45,000,000	- Year 4	31,312,371	36,047,273	24,044,000	7,399,500
	Totals	131,941,171	148,141,818	146,221,097	44,438,100
Available X Potential Earnings Potential	Potential Earnings on Investment Amount (Available for Investment * Earnings Potential)				
0.27%	- Year 1	102,611	108,000	98,058	60,047
	- Year 2	84,543	97,328	98,058	19,979
	- Year 3	84,543	97,328	64,919	19,979
	- Year 4	84,543	97,328	64,919	19,979
	Totals	356,241	399,983	325,953	119,983
Yield + Potential	- Year 1	102,711	108,000	98,558	60,047
	- Year 2	84,643	97,328	98,558	19,979
	- Year 3	84,643	97,328	65,419	19,979
	- Year 4	84,643	97,328	65,419	19,979
	Totals	356,641	399,983	327,953	119,983
Grand Total Earnings Potential					
	- Year 1	102,711	108,000	98,558	60,047
	- Year 2	84,643	97,328	98,558	19,979
	- Year 3	84,643	97,328	65,419	19,979
	- Year 4	84,643	97,328	65,419	19,979
	Totals	356,641	399,983	327,953	119,983
Adjustments to Grand Total Earnings					
Cost of Doing Bus	- Year 1	4,737	20,690	12,756	10,297
*Deposits & Transition	- Year 2	4,737	14,930	6,996	4,537
	- Year 3	4,737	14,930	6,996	4,537
	- Year 4	4,737	14,930	6,996	4,537
	Totals	18,948	65,481	33,745	23,906
Net Earnings Potential	- Year 1	97,974	87,310	85,801	49,750
	- Year 2	79,906	82,397	91,561	15,442
	- Year 3	79,906	82,397	58,423	15,442
	- Year 4	79,906	82,397	58,423	15,442
	Totals	337,693	334,501	294,208	96,077
Largest Potential	\$ 337,693	100%	99%	87%	28%
Points Available:	Points Assigned:	40	39.62	34.85	11.38
*Other Considered Costs:					
Other Costs Detail	Cost (Impact Years)				
	Deposits (1-4)	4,737	14,930	6,996	4,537
	Transition Costs (1 only)	-	5,760	5,760	5,760
	Totals	4,737	20,690	12,756	10,297

Notes:
1) As provided in BAFO update, proforma BE analysis @ \$6.5M.
2) Year 1 fees waived
3) First 3 Months Free year 1 (-25%)
4) Calculated for years 2-4, see below to adj for FDIC charges.

5) JPMC 35 bps - 13 bps for FDIC = Net of 22 bps.
6) No min. provided, rate floats with market, appears stable.
7) Minimum ECR

8) Most Fees Waived Year One - Minimum County Balance Used
9) The County calculated rate is used (\$2 More Than on BE Sheet)

10) Not adjusted - BE is < Min. Bal.

	Wells Fargo	JPMC	SunTrust	BoA/ML
Verified Fees	22,736 @ \$6.5M			
Verified ECR	Yes			
Yield	2 bps		0 10 bps	0
With	Lisa		Vivian	Eric

	Four Year Averages			
	Wells Fargo	JPMC	SunTrust	BoA/ML
Fees	\$ 30,411	\$ 13,947	\$ 40,912	\$ 69,564
ECR	0.275%	0.220%	0.350%	0.213%
BE	\$ 11,514,707	\$ 7,589,545	\$ 14,319,200	\$ 33,390,475
BE Balance	\$ 12,014,707	\$ 7,964,545	\$ 14,819,200	\$ 33,890,475
Yield - Bank	\$ 100	\$ -	\$ 500	\$ -
Available to Invest	\$ 32,985,293	\$ 37,035,455	\$ 30,180,800	\$ 11,109,525
Yield - Invest	\$ 89,060	\$ 99,996	\$ 81,488	\$ 29,996
Total Yield	\$ 89,160	\$ 99,996	\$ 81,988	\$ 29,996

Cost of Doing Business	Wells Fargo	JPMC	SunTrust	BoA/ML
	\$ 4,736.95	\$ 16,370.36	\$ 8,436.15	\$ 5,976.50
Net Earnings Potential	84,423	83,625	73,552	24,019

Wells Fargo	Deposit Required to Cover Fees	ECR	Deposit Amt	Base	FDIC	Total Month	Total Year
Amount Different to BE	\$ 0.00	\$13,187,628.86	0.25%	\$ 13,187,629	\$ 1,066	\$ 1,681	\$ 2,747
	\$ 0.00	\$ 6,492,791.87	0.35%	\$ 6,492,792	\$ 1,066	\$ 828	\$ 1,894
	\$ 840,228.57	\$ 5,840,228.57	0.35%	\$ 5,000,000	\$ 1,066	\$ 638	\$ 1,703



Transition Cost / Disruption	Average Rate
\$30	192
\$192	Expected Hours
\$5,760	Total Cost

5 - 6 weeks for initial Tasks	
A/P	
Payroll	
Deposits	
General Banking	Hours
Average of 1 day each week for six weeks for each department	192

Wells Calculation Check on \$10,000,000 average balance level.	FDIC Driven	FDIC Calculation
Annual Expected Fees	Monthly Fee Av	Fee Increase
\$ 20,441	\$ 1,703	Invested Amt
\$ 22,736	\$ 1,895	Added Amt
\$ 28,091	\$ 2,341	Invested Amt
	\$ 446	Added Amt
	\$ 10,000,000	Invested Amt
	\$ 3,500,000	Added Amt
	\$ 350,000	Invested Amt
	\$ 446	Added Amt

Procurement Summary

Date Submitted: 14-Nov-14
Submitted by: Dale Jordan
PSA Number:
Value of Contract: \$ -
Period of Performance: Dec-14 through Nov-18
Supplier Name: Wells Fargo
General Description: Banking Services
Source of Funds: General Fund

Contract Information

Proposed Contract Type

<input type="checkbox"/>	Standard Professional Services Agreement
<input type="checkbox"/>	PSA with Exceptions Approved by Counsel
<input type="checkbox"/>	Supplier Agreement Approved by Counsel
<input type="checkbox"/>	Standard Purchase Order
<input checked="" type="checkbox"/>	PSA, Commercial Account Agreement & Master Agreement for Treasury Mgt Srvs (Once Approved by Legal)

Formal Advertised Procurement: Yes No*

Number of Bidders Contacted / Number of Bids Received: 10 | 4 (See *Notes below.)

Supplier Selection Based on:

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

Weight	Evaluation Criteria
40%	Price
35%	Technical
15%	Service
10%	Transition Plan

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

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

Summary of Analysis / Scoring

Total Score***	Net Value Created	Item(s)	Bidder	Rep Brand	Location
97.9	\$ 337,693	Banking Services	Wells Fargo	N/A	
87.2	\$ 334,501	Banking Services	JP Morgan	N/A	
86.3	\$ 294,208	Banking Services	Sun Trust	N/A	
60.9	\$ 96,077	Banking Services	Bank of America	N/A	

Fair Price Determination:

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

Important Price Evaluation Notes: Each of the Banking organizations provided information on fees and earned credits that resulted in a minimum deposit that would cover the fees. The total amount available for investment (est. at \$45M for each year) was then reduced by the amount required to cover fees for each bank, see Financial Review for details. The amount available to invest was then valued based on the current ROI (0.27%) to establish the earnings value associated with each bank. The earnings were then adjusted for the potential cost of doing business (mainly the cost of making deposits) to determine the net potential return for each bank's unique offering, the higher the values the better.

Why Other Than Low Bidder Selected: (If Applicable) The analysis performed evaluates the potential of each banking relationship's estimated cost as opposed to fees alone and nets this against the alternatives for investment, the greater the return the better for the County.

***Notes:**

Bids were solicited based on a Finance developed SOW. Four proposals were received, all determined to be responsible and responsive. Subsequent to scoring against the RFP criteria, best and final pricing responses were received by 03-Sep-14 and updated and more complete information regarding the Pooled vrs Dedicated methods of collateral were received by 08-Oct-14. Scoring without transition planning resulted in the same order of scoring. Since the evaluation contemplates paying no fees based on maintaining the appropriate balances on-hand, the contract value is \$0.

All Banks - Total Scores

	Wells Fargo	
	Net Score	% of Av
Banking Services Offering	33.41	106%
Customer Service	14.47	120%
Transition Plan	10.00	125%
Subtotal	57.88	112%
Cost Factors	40.00	127%
Total Score	97.88	118%

	JP Morgan	
	Net Score	% of Av
	32.13	102%
	8.28	69%
	7.20	90%
	47.62	92%
	39.62	126%
	87.24	105%

	Sun Trust	
	Net Score	% of Av
	32.44	103%
	10.53	88%
	8.48	106%
	51.45	100%
	34.85	111%
	86.30	104%

	Bank of America	
	Net Score	% of Av
	28.40	90%
	14.78	123%
	6.33	79%
	49.51	96%
	11.38	36%
	60.89	73%

Average Score
31.60
12.02
8.00
51.61
31.46
83.08

High Score 97.88

SCORE WITHOUT TRANSITION PLAN 87.88

80.04

77.82

54.56



Cherokee County, Georgia Agenda Request

SUBJECT: Naming of East Park Project

MEETING DATE: December 2, 2014

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration of a Resolution naming the east park project located Hwy 20 near Water Tank Road and Jack Page Lane ***Cherokee Veterans Park***

FACTS AND ISSUES:

At their August 6, 2014 meeting, the Cherokee County Recreation and Parks Advisory Board voted unanimously to recommend to the Board of Commissioners that the county officially name the park to be constructed on Cumming Highway near Water Tank Road (previously called the east park project; on 149.32 acres sometimes referred to as the Funk tract) ***Cherokee Veterans Park*** in honor of the many men and women from Cherokee County who have served our country in one of the five branches of the U.S. military including the US Army, US Navy, US Air Force, US Marines and the US Coast Guard.

Master planning for the park is underway. As part of the first community input meeting for the park in November, there was very positive feedback on the proposed name for the park. The project architects are preparing concepts for the park that will include a veterans' memorial; the ultimate design of which is yet to be determined.

BUDGET:

Budgeted Amount: NA

Account Name: NA

Amount Encumbered: NA

Account #: NA

Amount Spent to Date: NA

Amount Requested: NA

Remaining Budget: NA

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

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

ADMINISTRATIVE RECOMMENDATION:

Adoption of a Resolution naming the east park project located Hwy 20 near Water Tank Road and Jack Page Lane ***Cherokee Veterans Park***

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

Handwritten signature of Bryan Reynolds in blue ink.

**A RESOLUTION BY
THE BOARD OF COMMISSIONERS OF
CHEROKEE COUNTY, GEORGIA REGARDING
THE NAMING OF CHEROKEE VETERANS PARK**

WHEREAS, in November 2008, Cherokee County citizens overwhelmingly approved \$90 million in general obligation bonds for the acquisition and development of new parklands, as well as renovations and improvements to existing parks; and

WHEREAS, in October 2009, using funds from the voter approved recreation and parks bond, Cherokee County purchased 149.32 acres north of Cumming Highway near Water Tank Road for a future park; and

WHEREAS, Cherokee County desires that this park will add to the unique beauty, heritage and character of our community, attract many visitors to our great county and serve the recreation and leisure interests of our citizens for many years to come; and

WHEREAS, Cherokee County, in a spirit of humility, wishes to pay tribute to the men and women of Cherokee County, both living and dead, who have served in one of the five branches of the United States military; and

WHEREAS, the people of Cherokee County will be forever mindful of the courage and sacrifice shown by these men and women in service to our great nation;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cherokee County that the public park situated on the land herein described is hereby dedicated to that purpose and, as such, will be named ***Cherokee Veterans Park***.

SO RESOLVED by the Cherokee County Board of Commissioners this _____ day of _____, 2014:

L.B. Ahrens, Chairman

Harry Johnston, Post 1

Ray Gunnin, Post 2

Brian Poole, Post 3

ATTEST:

County Clerk

Jason A. Nelms, Post 4



Cherokee County, Georgia Agenda Request

SUBJECT: Ambulance Contract Award

MEETING DATE: 12/2/2014

SUBMITTED BY: Chief Tim Prather, Fire & ES Department

COMMISSION ACTION REQUESTED:

Request authorization of a budget amendment from Fire SPLOST reserves in the amount of \$61,416 and award of the County's standard Professional Services Agreement with Ten-8 in the amount of \$1,677,779 for the purchase of 10 Ten-8/Osage Ambulances over the next four years.

FACTS AND ISSUES:

In order to both expand services and replace aging squads, the Fire & ES Department has budgeted SPLOST monies to purchase new ambulances. RFP# 2014-78 was released on August 20, 2014 and proposals were received on October 3, 2014. Proposals were received by Ten-8 from two different manufacturers: Osage and Medix. Evaluation and pricing information is attached in the Procurement Summary. Ten-8/Osage offered pricing for ambulances on three different chassis – Chevy, Ford and Dodge. Only the Chevy chassis was evaluated against the Medix Chevy chassis ambulance; the price for the Ford and Dodge chassis was too high for consideration. Pricing was requested for the purchase of 10 ambulances over four years – four ambulances upon contract award and two ambulances per year for the next three years.

The Department estimated and budgeted \$144,000 per ambulance. The recommended award proposal price per ambulance is \$158,935 in the first 12 months with a maximum 4.5% increase per year thereafter. Annual pricing as follows:

Ten-8/OSAGE	% Increase Ea	\$ Increase Ea	\$ Total Ea	\$\$\$ Total Per Year
Year 1 4 Ambulances	0.00%	-	158,935.00	635,740.00
Year 2 2 Ambulances	4.50%	7,152.08	166,087.08	332,174.15
Year 3 2 Ambulances	4.50%	7,473.92	173,560.99	347,121.99
Year 4 2 Ambulances	4.50%	7,810.24	181,371.24	362,742.48
Total Purchase Price for 10 Osage Ambulances Over 4 Years				1,677,778.61

A budget amendment to advance \$61,416 from Fire's SPLOST reserves is needed to fully fund the year one (County FY2015) purchase of four ambulances totaling \$635,740.

BUDGET: *Information below is initial purchase of four ambulances in County FY2015. Future purchases will be budgeted during the annual budget process for adoption by the Board.*

Budgeted Amount:	\$574,324	Account Name:	SPLOST 2012 – EMS VEHICLES
Amount Encumbered:	\$0	Account #:	33630000-542200-66300
Amount Spent to Date:	\$0		
SPLOST Reserves:	\$61,416		
Amount Requested:	\$635,740		
Amount Remaining:	\$0		

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:

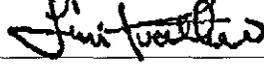
Request authorization of a budget amendment from Fire SPLOST reserves in the amount of \$61,416 and award of the County's standard Professional Services Agreement with Ten-8 in the amount of \$1,677,779 for the purchase of 10 Osage Ambulances over the next four years.

REVIEWED BY:

DEPARTMENT HEAD:



AGENCY DIRECTOR:



COUNTY MANAGER

Procurement Summary

Date Submitted: 17-Nov-14
Submitted by: Kristi Thompson
PSA Number: 2014-78: Ambulances
Value of Contract: \$1,677,779
Period of Performance: 4 Years
Supplier Name: Ten-8
General Description: Purchase of 10 Ambulances
Source of Funds: SPLOST '12 - 66300

Contract Information

Proposed Contract Type

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

Formal Advertised Procurement:

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

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

Number of Bidders Contacted / Number of Bids Received: 6 / Web | 2

Supplier Selection Based on:

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

Weight	Proposal Evaluation Criteria
40%	Cost
30%	Qualifications
10%	Delivery Schedule/Lead Time
10%	Business Mngmt/QC Program
10%	Maintenance, Warranty

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

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

Summary of Analysis / Scoring

Total Score*	Price*	Bidder	Location
90.69	\$ 1,677,779.00	Ten-8 Osage Chevy	Forsyth, GA
87.92	\$ 1,605,680.00	Ten-8 Medix Chevy	Forsyth, GA

Fair Price Determination:

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

Important Price Evaluation Notes: _____

Why Other Than Low Bidder Selected: Osage ambulance scored higher on technical evaluation than Medix and is preferred by Department
 (If Applicable) Difference is less than 1% (\$7,000) cost differential per ambulance.

***Notes:**

Technical spec evaluation is attached.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-78
RFB/RFP NAME: Ambulances

BEST AND FINAL PRICING AND PRICING WITH EXTRA HEAVY DUTY FRONT COIL SPRINGS

<u>Distributor</u>	<u>Manufacturer</u>	<u>Chassis</u>	<u>Cost Per</u>	<u>Lead Time</u>	<u>Max Annual Increase</u>	<u>NOTES</u>
Ten-8	Osage Ambulance	Chevy Xpress Cutaway	\$ 158,935	240 days	4.5%	
Ten-8	Osage Ambulance	Ford F-450	\$ 172,735	240 days	4.5%	Not evaluated; pricing too high to consider
Ten-8	Osage Ambulance	Dodge 4500	\$ 176,990	240 days	4.5%	Not evaluated; pricing too high to consider
Ten-8	Medix Ambulance	Chevy Xpress Cutaway	\$ 153,025	180 days	4.0%	
Ten-8	Medix Ambulance	Chevy Metro Express G4500	\$ 145,025	180 days	4.0%	Not evaluated; does not meet min spec requirement for needed size, too small

<u>PRICING ANALYSIS</u>	<u>\$ DIFF TO LO</u>	<u>% DIFF TO LO</u>	<u>% OF MAX</u>	<u>PTS</u>
Osage Chevy	5,910.00	0.04	0.96	38.46
Medix Chevy	-	0	100.0%	40.00

<u>DELIVERY ANALYSIS</u>				
Osage Chevy	60	0.33	0.67	6.67
Medix Chevy	0	0	100.0%	10

<u>Warranty</u>	Osage Warranty	Points	Medix Warranty	Points
Basic	3 / 36		6 1 / 12	1
Paint	5 / 100		2 4 / 48	1
Electrical	6 / 72		1 6 / 72	1
Body	Lifetime		1 Lifetime	1
		10		4

<u>Business</u>	Osage	Medix
Business Established	1983	2001
Facility Size (SqFt)	70,000	75,000
Certified Techs	Yes	Yes
Ford Certified	Yes	Yes

Max Pts		Osage Chevy	Medix Chevy
30	Quals - Section 4 Q&A	28.57	26.92
40	Cost	38.46	40.00
10	Delivery Schedule	6.67	10.00
10	Business Exp & QC	7.00	7.00
10	Maintenance, Warranty & Design	10.00	4.00
		90.69	87.92

OSAGE	original price		158,935.00	
		% Increase Ea	\$ Increase Ea	\$ Total Ea
Year 1	4 Ambulances Total	0.00%	-	158,935.00
Year 2	2 Ambulances Total	4.50%	7,152.08	166,087.08
Year 3	2 Ambulances Total	4.50%	7,473.92	173,560.99
Year 4	2 Ambulances Total	4.50%	7,810.24	181,371.24
	Total Purchase Price for 10 Ambulances Over 4 Years			1,677,778.61

	OSAGE - CHEVY		MEDIX - CHEVY		NOTES
	YES	NO	YES	NO	
1 INSTRUCTIONS TO OFFERORS	1		1		
2 INFORMATION AND DESCRIPTIVE MATERIAL	1		1		
PRICES AND PAYMENTS	NA		NA		
GENERAL LIABILITY	NA		NA		
WARRANTY		NA		NA	Osage has the better paint and vehicle warranty, same on other areas
WARRANTY SURETY	NA		NA		
DELIVERY		NA	NA		Osage 240 not 180 days
3 SERVICE FACILITY	1		1		
QUALITY ASSURANCE	NA		NA		
GENERAL VEHICLE DESIGN, TYPE, AND					
4 FLOORPLAN	1			1	Medix did not answer
COMPLETED VEHICLE DIMENSIONAL					
5 PARAMETERS	1			1	Meets all but load hieght. Required 30" their's 34"
6 CURB WEIGHT	1		1		
7 PAYLOAD ALLOWANCE	1		1		
8 INTERIOR HEADROOM	1		1		
9 TECHNICAL REQUIREMENTS CAB/CHASSIS	1		1		
10 CHASSIS	1			1	did not provide the alternate pricing
11 ENTERTAINMENT	1		1		
12 EXTERIOR	1		1		
13 INTERIOR	1		1		
14 MECHANICAL	1		1		
15 SAFETY	1		1		
16 BODY CODE	1		1		
17 REAR WHEEL CONFIGURATION	1		1		
18 EMISSIONS	1		1		
19 ENGINE	1		1		
20 TRANSMISSION	1		1		
21 AXLE	1		1		
22 WHEELS	1		1		
23 PAINT SCHEME	1		1		
24 SEAT TYPE	1		1		
25 AIR CONDITIONING	1		1		
26 RADIO	1		1		
27 ADDITIONAL EQUIPMENT	1		1		
28 WARRANTY	1		1		
29 ANTI SWAY BAR(S)	1		1		
30 SHOCK ABSORBERS	1		1		
31 ELECTRIC THROTTLE	1		1		
32 APPOINTMENTS	1		1		
33 CAB SEATING	1		1		
34 HEADLINER	1		1		
35 CAB WARNING SIGN	1		1		
36 CAB FLOORING	1		1		
37 MAP BOX WITH CUP HOLDERS	1		1		
38 BATTERY SWITCH	1		1		
39 ENGINE BLOCK HEATER	1		1		
40 OEM WHEELS	1		1		
41 MIRRORS	1		1		
42 VEHICLE WIRING	1		1		
43 PORTABLE EQUIPMENT CHARGING CIRCUIT	1		1		
44 CIRCUIT PROTECTION	1		1		
45 CIRCUIT GROUNDING	1		1		
46 INSTALLATION AND PROTECTION	1		1		
47 SEQUENCER / LOAD MANAGER	1		1		
48 LOW VOLTAGE MONITORING SYSTEM	1		1		
49 FRONT CONSOLE	1		1		
50 FRONT SWITCH PANEL	1		1		
51 CAB INTERIOR DOME LIGHT	1		1		
52 VOLTMETER/AMMETER DISPLAY	1		1		
53 HOURMETER	1		1		
54 BATTERIES	1		1		
55 SEAT BASE INTERNAL 12 VOLT DC POWER	1		1		
56 POWER OUTLET	1		1		

	OSAGE - CHEVY		MEDIX - CHEVY		NOTES
	YES	NO	YES	NO	
57	125 VOLT AC POWER	1		1	
58	INVERTER/CHARGER	1		1	
59	EXTERIOR SHORE POWER	1		1	
60	INTERIOR 110/125 VOLT AC OUTLETS	1		1	
61	ADDITIONAL 125VAC OUTLET	1		1	
62	ELECTRICAL EQUIPMENT	1		1	
63	SPOTLIGHT	1		1	
64	SIREN AMPLIFIER	1		1	
65	SIREN SWITCHING	1		1	
66	SPEAKER	1		1	
67	AIR HORNS	1		1	
68	BACKUP ALARM	1		1	
69	REAR OBSERVATION MONITORING SYSTEM	1		1	
70	FLASHER	1		1	
71	ADDITIONAL FLASHERS	1		1	
72	EXTERIOR LIGHTING	1		1	
73	DOT MARKER/CLEARANCE LIGHTS	1		1	
74	HEADLIGHT FLASHER	1		1	
75	BRAKE/TAIL/TURN & BACK-UP LIGHTS	1		1	
76	CHASSIS GRILLE LIGHTS	1		1	
77	INTERSECTION LIGHTS	1		1	
78	FRONT LIGHTBAR	1		1	
79	SIDE BODY WARNING LIGHTS	1		1	
80	SIDE BODY BRAKE/TAIL LIGHTS	1		1	
81	REAR WHEEL WELL LIGHTS	1		1	
82	SIDE BODY SCENELIGHTS	1		1	
83	REAR LIGHTBAR	1		1	
84	REAR MID-HEIGHT LIGHTS	1		1	
85	WARNING LIGHT FLASH REQUIREMENTS	1		1	
86	VISUAL WARNING DEVICE REQUIREMENTS	1		1	
87	CONSTRUCTION CHARACTERISTICS	1		1	
88	CERTIFIED WELDING PERSONNEL	1		1	
89	CORNER EXTRUSIONS	1			1 Meets,exceeds or is acceptable
90	ROOF		1	1	
91	SIDES		1	1	Meets,exceeds or is acceptable
92	FLOOR	1		1	
93	DRIVE SHAFT GUARD	1		1	
94	SIDE IMPACT PROTECTION REQUIREMENT	1			1 Meets,exceeds or is acceptable
95	CONSTRUCTION COMPLIANCE	1			1 Meets,exceeds or is acceptable
96	COMPARTMENT & ENTRY DOOR CONSTRUCTION	1		1	
97	COMPARTMENT DOOR LINER	1		1	
98	EXTERIOR COMPARTMENT DEPTH	1		1	
99	INSULATION - DOLPHIN/KRAFT		1		1 Meets,exceeds or is acceptable
100	INSULATION -SPRAY FOAM - WALLS/CEILING		1		1 Meets,exceeds or is acceptable
101	HEAT SHIELD	1		1	
102	VAPOR BARRIER	1		1	
103	FENDER INSULATOR	1		1	
104	CAB CONNECTION	1		1	
105	MOUNTING	1		1	
106	COMPARTMENT DIMENSIONS	1			1 Meets,exceeds or is acceptable
107	LEFT SIDE COMPARTMENTATION	1			1 Meets,exceeds or is acceptable
108	RIGHT SIDE COMPARTMENTATION	1			1 Meets,exceeds or is acceptable
109	SIDE ENTRY DOOR		1	1	Meets,exceeds or is acceptable
110	STEPWELL	1		1	
111	DOOR TRIM	1		1	
112	STEPWELL LIGHT	1		1	
113	SIDE ENTRY DOOR ASSIST RAIL	1		1	
114	GLOVEBOX	1		1	
115	REAR OF WHEEL WELL - P4	1			1 Meets,exceeds or is acceptable
116	REAR OF WHEEL WELL - P5	1		1	
117	REAR PATIENT ENTRY DOORS		1	1	Meets,exceeds or is acceptable
118	DOOR TRIM	1		1	
119	REAR ENTRY DOOR ASSIST RAILS	1		1	
120	REAR BODY CLOCK	1		1	
121	PATIENT COMPARTMENT EXHAUST VENT	1		1	

	OSAGE - CHEVY		MEDIX - CHEVY		NOTES
	YES	NO	YES	NO	
122	SLIDING WINDOW	1		1	
123	SLIDING WINDOWS	1		1	
124	EXTERIOR COMPARTMENT FABRICATION	1		1	
125	EXTERIOR COMPARTMENT DOOR HOLD OPENS	1		1	
126	EXTERIOR COMPARTMENT DOORS		1	1	Meets,exceeds or is acceptable
127	EXTERIOR COMPARTMENT DOOR HANDLES AND LATCHING		1	1	Meets,exceeds or is acceptable
128	EXTERIOR OXYGEN COMPARTMENT VENT	1		1	
129	EXTERIOR COMPARTMENT FLOOR TILE	1		1	
130	DOOR GRABBERS	1		1	
131	POWER DOOR LOCK SYSTEM - ALL PATIENT AND COMPARTMENT DOORS	1		1	
132	POWER DOOR LOCK ACTIVATION	1		1	
133	STAINLESS STEEL DOOR SILL PROTECTION	1		1	
134	COMPARTMENT ILLUMINATION	1		1	
135	OXYGEN TANK MOUNT	1		1	
136	VERTICAL DIVIDER	1		1	
137	FIXED SHELF	1		1	
138	ADJUSTABLE SHELVEING	1		1	
139	EXTERIOR MODULE COMPARTMENT COMPLIANCE	1			1 Meets,exceeds or is acceptable
140	GRAB RAIL	1		1	
141	REAR BUMPER		1	1	Meets,exceeds or is acceptable
142	DOCK BUMPERS	1		1	
143	COT PROTECTION PLATE	1		1	
144	TOW HOOKS	1		1	
145	BODY HARDWARE	1		1	
146	BODY PROTECTION	1		1	
147	FUEL ENTRY	1		1	
148	FUEL GUARD	1		1	
149	RUNNING BOARDS AND GUARDS	1		1	
150	CORNER GUARDS	1		1	
151	STONE GUARDS	1		1	
152	FENDERETTES	1		1	
153	LICENSE PLATE	1		1	
154	UNDERCOATING		1	1	Meets,exceeds or is acceptable
155	INTERIOR PATIENT COMPARTMENT COMPONENTS	1		1	
156	INVENTORY CONTROL	1		1	
157	CABINET GLASS	1		1	
158	CABINET LATCHES	1		1	
159	CABINERY	1		1	
160	PATIENT COMPARTMENT CABINET DRAWER AND DOOR FACES	1		1	
161	PATIENT COMPARTMENT LIGHTS	1		1	
162	ADDITIONAL FLUORESCENT LIGHT STRIP	1		1	
163	CEILING HEADLINER		1	1	Meets,exceeds or is acceptable
164	CONDUIT	1		1	
165	ACTION AREA LIGHT	1		1	
166	FLUORESCENT TIMER	1		1	
167	FLOORING	1		1	
168	REAR THRESHOLD	1		1	
169	INTERIOR PROTECTION	1		1	
170	ACTION WALL	1		1	
171	LEFT SIDE CABINERY	1		1	
172	PRIMARY ACTION AREA CLOCK	1		1	
173	SPEAKER SYSTEM	1		1	
174	ACTION AREA OVERHEAD CABINET	1		1	
175	DOUBLE CABINET	1		1	
176	OVERHEAD CABINET	1		1	
177	SECOND ACTION AREA	1		1	
178	LOWER REAR STREETSIDE CABINET	1		1	
179	MEDICATION CLIMATE CONTROLLING UNIT	1		1	
180	OXYGEN COMPARTMENT	1		1	
181	WIRING MODULE	1		1	

	OSAGE - CHEVY		MEDIX - CHEVY		NOTES
	YES	NO	YES	NO	
182	SLIDING DOOR WALK-THROUGH	1		1	
183	HEAT/COOL EQUIPMENT FURNISHED	1		1	
184	ALS CABINET	1		1	
185	ALS COMPARTMENT COMPLIANCE	1		1	
186	VACUUM FORMED UPHOLSTRY	1		1	
187	ATTENDANT SEAT	1		1	
188	CPR SEAT	1		1	
189	STORAGE UNDER CPR SEAT	1		1	
190	FOLD DOWN CPR SEAT BACKREST	1		1	
191	SQUAD BENCH	1		1	
192	SQUAD BENCH CARGO NET	1		1	
193	OXYGEN BOTTLE STORAGE	1		1	
194	SHARPS/WASTE CONTAINER	1		1	
195	WASTE CONTAINER	1		1	
196	SEATBELT BUCKLES ON SQUAD BENCH FACE	1		1	
197	SQUAD BENCH CABINET	1		1	
198	IV HOLDERS	1		1	
199	COT MOUNT	1		1	
200	REAR ENTRY ASSIST RAIL	1		1	
201	ASSIST RAILS	1		1	
202	SIGNAGE	1		1	
203	OXYGEN	1		1	
204	OXYGEN SYSTEM	1		1	
205	OXYGEN FLOWMETER	1		1	
206	OXYGEN REGULATOR	1		1	
207	OXYGEN MONITOR	1		1	
208	SUCTION AND ASPIRATION SYSTEMS	1		1	
209	SHARPS/BIO-HAZARD	1		1	
210	PATIENT CODE SIGNAL SYSTEM	1		1	
211	RADIO EQUIPMENTS CONNECTIONS	1		1	
212	FIRE EXTINGUISHERS	1		1	
213	DOT TRIANGLES	1		1	
214	TOUCH UP PAINT	1		1	
215	CHASSIS PAINT	1		1	
216	MODULE SURFACE PREPARATION	1		1	
217	PAINT	1		1	
218	BODY PAINT COLOR	1		1	
219	PINSTRIPES	1		1	
220	SAFETY STRIPE	1		1	
221	REAR BARRICADE CHEVRON	1		1	
222	ENTRY DOOR PERIMETER SAFETY STRIPES	1		1	
223	REAR ENTRY DOOR PERIMETER SAFETY STRIPES	1		1	
224	RUBRAIL SAFETY STRIPE	1		1	
225	SOL PACKAGE INSTALLATION	1		1	
226	LETTERING	1		1	
227	COLORS	1		1	
228	OPERATOR'S MANUAL	1		1	
229	OPERATING INSTRUCTIONS	1		1	
230	ELECTRICAL SCHEMATICS CD	1		1	
		219	11	216	14

% Achieved	0.952	0.939
Total Points Based on % Achieved	28.57	28.17

Adjustments for Critical Differences:

Missing Drawings		-0.25
Load height is a Safety Issue		-1

Adjusted Technical Score	28.57	26.92
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Notes:

Highlighted 6 specs were evaluated and scored as separate individual criteria; did not "double" count in this criteria.

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 2nd day of December, 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 Ten-8 Fire & Safety Equipment, Inc. ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as manufacture and delivery of new ambulances (squads); and

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

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

Design, manufacture and delivery of new Squads to Cherokee County. The County intends to purchase four (4) new Squads on a Chevrolet Express Commercial Cutaway Chassis with extra heavy duty front coil springs as offered by the Consultant in its best and final offer dated October 30, 2014. Further, the County reserves the right to purchase up to six (6) more Squads (estimated two per year) over the next three years, pricing for which has been secured by the Consultant in its proposal and best and final offer. Additionally, the County reserves the right, should funding become available, to increase the number of Squads per year and/or request pricing from the Consultant for a different chassis.

B. The Work

The Work to be completed under this Agreement (the “Work”) consists of design, manufacture and delivery of new Squads, the pricing, scope of work and specifications of the Squads as described in Consultant’s response to RFP#2014-78 and its best and final offer dated 10/30,2014, attached and incorporated herein as Exhibit “C”.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before December 31, 2018. Design, Manufacture and Delivery of each Squad shall be no more than 240 days from ordering by County. 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 shall be paid to the Consultant upon receipt and approval by the County of an invoice setting forth in detail the services performed. Invoice(s) shall be submitted upon final delivery of the Squad(s) to a County specified delivery location and upon acceptance of the Squad(s) by the County, and such invoices shall reflect charges incurred versus charges budgeted. 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 thirty (30) days after approval of the invoice by County staff.

B.

(1) The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed One Million Six Hundred Seventy-Seven Thousand and Seven Hundred Seventy-Eight Dollars and Sixty-One Cents (\$1,677,778.61), except as outlined in Section II(C) above.

The compensation for Work performed shall be based upon Consultant's proposal and best and final pricing dated October 30, 2014 as outlined below:

Year	# of Squads	Total Squad	Per	Max % Increase Allowed	Max \$\$ Increase Allowed	Total County Cost Per Year
One (12-1-2014 to 12-31-2015)	4	\$158,935		0%	\$0.00	\$635,740.00
Two (1-1-2016 to 12-31-2016)	2	\$166,087.08		4.5%	\$7,152.08	\$332,174.15
Three (1-1-2017 to 12-31-2017)	2	\$173,560.99		4.5%	7,473.92	\$347,121.99
Four (1-1-2018 to 12-31-2018)	2	\$181,371.24		4.5%	\$7,810.24	\$362,742.48
TOTAL 4 YEAR						\$1,677,778.61

(2) The Max Percent Increase Allowed shall not be assumed by the Consultant. Prior to ordering, the Percent Increase, if any, shall be verified in writing by the Consultant to the County and confirmed in writing by the County as acceptable.

C. There is no reimbursement for costs as part of this Agreement.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County's Reliance on the Work

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

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

Guy Binion shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

F. Assignment of Agreement

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

G. Responsibility of Consultant and Indemnification of County

The Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

H. Independent Contractor

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the

time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Consultants, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

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

(2) Minimum Limits of Insurance:

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

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

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

(a) General Liability and Automobile Liability Coverage.

- (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant;

automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.

- (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Consultant's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
- (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.
- (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

- (7) Subcontractors:
Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.
- (8) Claims-Made Policies:
Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee:
The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

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

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

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

The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit “A”, and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the

subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

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

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

- 500 or more employees.
- 100 or more employees.**
- Fewer than 100 employees.

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

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

K. Records, Reports and Audits

(1) Records:

- (a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such

records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

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

(2) Reports and Information:

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

(3) Audits and Inspections:

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

L. Conflicts of Interest

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

M. Confidentiality

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

Consultant acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively

declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

N. Licenses, Certifications and Permits

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

O. Key Personnel

All of the individuals identified in Exhibit ___ 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 ____, 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

Chief Dan West, or his designee, 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 does not apply.

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 Chief Dan West for the County and Guy Binion 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:

Ten-8 Fire Equipment, Inc.
Attn: Guy Binion
1591 Collier Road
Forsyth, GA 31029

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:

By: _____
Its: _____

SIGNED, SEALED, AND DELIVERED
in the presence of:

[CORPORATE SEAL]

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:

205879
Federal Work Authorization User ID#

4/14/2009
Date of Authorization

Ten-8 Fire & Safety Equipment, Inc.
Name of Contractor

#2014-78: Ambulance Purchase
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 _____, ____, 20____ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF
_____, 201____.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "B"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Ten-8 Fire & Safety Equipment, Inc. on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

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

Federal Work Authorization User ID#

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

Date of Authorization

Executed on _____, ____, 201__ in _____(city), _____(state).

Name of Subcontractor

Signature of Authorized Officer or Agent

#2014-78: Ambulance Purchase
Name of Project

Printed Name and Title of Authorized Officer or Agent

Cherokee County Board of Commissioners
Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"

Consultant's Proposal and Best and Final Offer

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 Board of Commissioners

2015 Meeting Schedule

Meetings are held the first and third **Tuesday** of each month. **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	6th	20th
February	3rd	17th
March	3rd	17th
April	7th	21st
May	5th	19th
June	2nd	16th
July	7th	21st
August	4th	18th
September	1st	15th
October	6th	20th
November	3rd	17th
December	1st	15th

Cherokee County Holidays

Jan 1 – New Year’s Day
Jan 19 – Martin Luther King Day
May 25 – Memorial Day
July 3 – Independence Day
September 7 – Labor Day

November 11 – Veterans Day
November 26 – 27 Thanksgiving
December 24, 25, 28 – 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.