



Cherokee County Board of Commissioners WORK SESSION AGENDA

December 16, 2014
3:00 p.m. | Cherokee Hall

1. Recognition of employees who have reached service milestones of 10, 15, 20, 25 and 30 years.
2. Discussion of Regular Agenda Items.

ADJOURN

Executive Session to Follow



Cherokee County Board of Commissioners **AGENDA**

December 16, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Fred Goodwin with Church of the Messiah will give 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"

CALL TO ORDER

CHAIRMAN AHRENS

RATIFY CLOSURE OF EXECUTIVE SESSION

PRESENTATIONS

1. Marshal's Office recognition of employee promotion.

AMENDMENTS TO AGENDA

ANNOUNCEMENTS

APPROVAL OF EXECUTIVE SESSION, WORK SESSION AND REGULAR MEETING MINUTES FROM DECEMBER 2, 2014.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

ZONING CASES

CASE NUMBER:	14-12-026
APPLICANT:	Rheana E. Merrell
ZONING CHANGE:	R-40 to AG
LOCATION:	2150, 2154 and 2158 East Cherokee Drive
MAP & PARCEL NUMBER:	15N22, Parcel 110
ACRES:	3.46 +/-
PROPOSED DEVELOPMENT:	Single Family Residential and Small Farm
COMMISSION DISTRICT:	2
FUTURE DEVELOPMENT MAP:	Suburban Living

As a result of the public hearing held on December 2, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-12-026 Rheana E. Merrell to rezone from R-40 (Residential) to AG (Agricultural) on 3.46 +/- acres for single family residential and small farm.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Various Boards/Committees Appointments

VICE CHAIR/COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval to close banking account with Hamilton Bank.
- 1.2 Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in Pod 8B of the Centennial Lakes Subdivisions.
- 1.3 Consider approval to surplus and recycle obsolete workstations, laptops and a printer from Elections and Voter Registration.
- 1.4 Consider adoption of the 2014 Capital Improvement Element and Short Term Work Plan Annual Update.
- 1.5 Consider Intergovernmental Agreement (IGA) with Cherokee County and the City of Woodstock to conduct elections for the City of Woodstock.
- 1.6 Consider acceptance of Supplemental State Grant Award and budget amendment in the amount of \$8,800.00 for Drug Accountability Court. There is no County match required.
- 1.7 Consider an Impact Fee Exemption request from Rooker for a 30,000 Square foot building in the Cherokee 75 Corporate Park in the amount of \$17,289.16.

- 1.8 Consider Impact Fee Exemption request from Reeves Floral Products for a 50,000+ square foot addition to an existing building in the Airport Commerce Center in the amount of \$21,840.07.
-

COUNTY MANAGER

- 2.1 Consider approval of contract between Cherokee County and Rindt-McDuff Associates, Inc. (RMA) for the Blalock Road Landfill closure at cost not to exceed \$153,300.00.
- 2.2 Consider a transfer of assigned weapons (i.e. sidearm and rifle) of law enforcement officers who have at least 30 years of service and retiring in good standing with the County, contingent upon reimbursement by the Sheriff's Foundation in the amount of the fair market value or purchase price.
- 2.3 Consider approval of 5-year fire services agreement between Cherokee County and the City of Ball Ground Commencing on October 1, 2013.
- 2.4 Consider proposal from Martin-Robbins Fence Company, Inc. for the installation of guardrail along portions of Roscoe Collett Road in the amount of \$49,016.00.
- 2.5 Consider formal acceptance and authorize Chairman to sign the Atlanta Regional Commission (ARC) SFY15 Sub-grant Agreement, Amendment 1 for Senior Services in the total amount of \$716,690.00.
- 2.6 Consider approval of agreement with Hype, Inc. for advertising services on CATS buses; they will pay Cherokee County an amount of 23% of net revenue, estimated to be up to \$16,642.00 annually.

- 2.7 Consider reimbursing the Cherokee Office of Economic Development for purchase of 28.93 acres to expand Cherokee 75 Corporate Park in the amount of \$1,591,150.00.
- 2.8 Consider approval of Professional Services Agreements for annual asphalt purchases from the three proposers and local suppliers: CW Mathews (\$1.2M annually), Blount Construction (\$1.6M annually) and Baldwin Pacing (\$130K annually) for a total purchase value estimated at \$8.79M over three years.
-

COUNTY ATTORNEY

ADJOURN

Cherokee County, Georgia
Agenda Request

Work Session

SUBJECT: Employee Service Recognition

MEETING DATE: December 16, 2014

SUBMITTED BY: Rachael Mahurin

COMMISSION ACTION REQUESTED:

Allow the Human Resources Director to recognize employees who have reached service milestones of 10, 15, 20, 25 and 30 years during the BOC work session.

FACTS AND ISSUES:

40 employees have reached service milestones during the period of July 1, 2014- December 31, 2014. A listing of employees and years of service is attached.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Recognize these employees during the BOC work session.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



Last Name	First Name	Years of Service	Department
ADAMS	ASHLEY	10 YEARS	FIRE FIGHTING
BENNER	ROBERT	10 YEARS	ROADS & BRIDGES
BLACK	CHRISTINE	10 YEARS	COUNTY CLERK
BLACKERBY	JOHN	10 YEARS	UNIFORM PATROL
BRYANT	CHRISTOPHER	10 YEARS	UNIFORM PATROL
BUCHANAN	BRETT	10 YEARS	ENGINEERING
COX	JAMES	10 YEARS	ADULT CORRECTIONAL INSTITUTE
EVANS	ANGELA	10 YEARS	EMERGENCY 911 TELEPHONE
HICKEY	EDWARD	10 YEARS	ADULT CORRECTIONAL INSTITUTE
JOHNSON	JANE	10 YEARS	COURT ADMINISTRATION
LAVINE	DANIEL	10 YEARS	UNIFORM PATROL
LEMOS	ANTHONY	10 YEARS	COURT SERVICES
NOWIAK	KYLE	10 YEARS	COURT SERVICES
SATTERFIELD	KEITH	10 YEARS	ENGINEERING
VAUGHAN	JODY	10 YEARS	INTELLIGENCE
WIEDERHOLD	JOHN	10 YEARS	ADULT CORRECTIONAL INSTITUTE
WOOD	BRYAN	10 YEARS	PROBATE COURT
17			
BARONE	DAVID	15 YEARS	UNIFORM PATROL
FAVEREY	JO ANN	15 YEARS	CODE ENFORCEMENT
GOETTEL	JEFFREY	15 YEARS	UNIFORM PATROL
KULL	VICTORIA	15 YEARS	EMERGENCY 911 TELEPHONE
KUYKENDOLL	SANDRA	15 YEARS	ROADS & BRIDGES
LOWERY	BARBARA	15 YEARS	CLERK OF SUPERIOR COURT
MOTIEJUNAS	NEELY	15 YEARS	CRPA PROGRAMS
NEAL	PATRICK	15 YEARS	SHERIFF TRAINING DIVISION
SEXTON	CONNIE	15 YEARS	CLERK OF SUPERIOR COURT
SHINALL	JAMES	15 YEARS	UNIFORM PATROL
SILK	JOHN	15 YEARS	DISTRICT ATTORNEY
THOMAS	BRYAN	15 YEARS	FIRE FIGHTING
THOMPSON	WILLIAM	15 YEARS	UNIFORM PATROL
TURCOTTE	PETER	15 YEARS	CMANS
TURNER	JEFFREY	15 YEARS	UNIFORM PATROL
WESTBROOK	CHARLES	15 YEARS	UNIFORM PATROL
18			
GRIER	MICHAEL JASON	20 YEARS	UNIFORM PATROL
PAINTER	ROBERT	20 YEARS	CRIME AND INVESTIGATION
PINSON	THOMAS MARCUS	20 YEARS	STORMWATER ENGINEERING
YOUNG	SHARON	20 YEARS	FIRE FIGHTING
4			
CHASTAIN	ANTHONY	25 YEARS	ADULT CORRECTIONAL INSTITUTE
DANIEL	MICHAEL	25 YEARS	FIRE FIGHTING
2			
FLOYD	DANIEL	30 YEARS	FIRE FIGHTING



Cherokee County, Georgia Agenda Request

SUBJECT: Promotion Ceremony

MEETING DATE: 12.16.2014

SUBMITTED BY: Major Jamie Gianfala

COMMISSION ACTION REQUESTED:

Permission to have Chief Hunton recognize and congratulate Deputy Marshal McMullen on his newly appointment promotion to Corporal.

FACTS AND ISSUES:

Plan on inviting his family to the ceremony. Ceremony not expected to last more than five or ten minutes.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

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

Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

A handwritten signature in blue ink, appearing to be "J. Gianfala", is written over the signature lines for the Department Head and Agency Director.



Cherokee County Board of Commissioners

MINUTES

December 2, 2014
Regular Meeting
CHEROKEE HALL 6:00 PM

INVOCATION

Commissioner Poole 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 Gunnin led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:05 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Poole; Commissioner Nelms; County 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 Nelms made a motion to approve; Commissioner Poole seconded and there was unanimous approval.

PROCLAMATION

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

Commissioner Nelms read the proclamation and presented it to Jim and Amanda Arnold and their daughter Evan, thanking them for their involvement in youth sports and Cherokee County.

AMENDMENTS TO AGENDA

1. Coming out of Work Session discussion is an action item under the County Attorney's portion: 3.1 Settlement Agreement.

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

ANNOUNCEMENTS

Chairman Ahrens spoke about the two presentations made during Work Session.

DFCS Director Charity Kemp gave an overview of the successes and challenges of DFCS and went over some of the services they provide.

The General Manager, Charlie Brenna, gave an update on the progress of the Outlet Shoppes. There are 98 stores open - 370,000 square feet of retail space. Their growth is in line with their expectations. They will be adding an additional 35,000 square feet within the first half of 2015.

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

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

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).

Commissioner Nelms made a motion to open the Public Hearing at 6:12 p.m.; Commissioner Poole seconded and there was unanimous approval.

Vicki Taylor Lee gave an overview of the request where the applicant would like to give 1.22 acres of their 3.22 property to their daughter. The property is currently zoned AG.

No one had signed up to speak. The applicant's daughter, Deanna Blalock, stated that she was speaking on behalf of her mother who is recovering from surgery and unable to attend. She said the purpose of the request was to build a decent-sized house so that she could be near her mother to assist her due to health issues.

Commissioner Nelms made a motion to close the Public Hearing at 6:14 p.m.; Commissioner Poole seconded and there was unanimous approval.

Commissioner Johnston stated that this was his district and having seen the application and heard the overview, and the fact there was no opposition to the request, he saw no reason not to approve.

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

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.

Commissioner Nelms made a motion to open the Public Hearing at 6:15 p.m.; Commissioner Poole seconded and there was unanimous approval.

Geoff Morton gave an overview of the request. No one had signed up to speak. Commissioner Johnston stated that although this was in his district, he and Commissioner Nelms, as commissioners on their way out, would be abstaining from voting as the request deals with acquisition of property.

Commissioner Nelms made a motion to close the Public Hearing at 6:16 p.m.; Commissioner Poole seconded and there was unanimous approval.

Commissioner Gunnin stated as a motion that he sees no problem with the request, especially since the property was originally deeded to the County; Commissioner Poole seconded and there was 3-0 approval with 2 abstentions from Commissioners Johnston and Nelms.

PUBLIC COMMENT

No one had signed up to speak.

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)

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

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

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

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.

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

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

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

- 2.3 Consider modification of Personnel Policies regarding retiree medical.

Mr. Cooper spoke briefly about the proposed changes to the personnel policies, specifically to add section 5.11.3 entitled Post Retirement, pertaining to the County's payment of medical premiums for employees who reach 30 + years of service. He then turned the topic over to Ms. Davis.

Ms. Davis stated that she would like to propose two additions to the draft document before the Board related to employee retirement, section 5.11.3.

1. In the Title of 5.11.3, add language so that it to reads 'Post-Retirement of 30+ year Employee'.
2. In the first sentence add language to read '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'.

In addition, she proposed to delete the last sentence.

Below is how the policy reads with the proposed changes incorporated:

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

Ms. Davis stated that these changes were proposed to make it clear that we were only dealing here with 30+ Year Employees only.

Ms. Davis added that in Work Session there had been discussion to expand and make some reference other employees who may retire, but after further discussion, it seems that this is a little more than we are prepared to address tonight. She said that she, Mr. Cooper and HR will review that and perhaps even take it to the benefits committee to bring back something more specific at some point in the future. Or, it may be determined that the plan document speaks to that sufficiently as is.

Ms. Davis stated that another thing she would like to bring up is the policy related to voting for Commissioners going out of office prior to January 1. She stated that with this item dealing with employee benefits package, she would suggest that Commissioners Johnston and Nelms recuse themselves.

Commissioner Poole made a motion to approve as amended by the County Attorney; Commissioner Gunnin seconded and there was approval of 3-0 with 2 abstentions from Commissioners Johnston and Nelms.

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.

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

2.5 Consider resolution naming the east park located on Hwy. 20 near Water Tank Road and Jack Page Lane 'Cherokee Veterans Park'.

Mr. Cooper advised the proposal was submitted and approved unanimously by the Parks and Recreation Advisory Committee and this is the recommendation from staff as well.

Commissioner Johnston made a motion to approve the recommendation from the Parks Advisory Committee, and in doing so, rescind the designation of that name for the planned future park in Keithsburg area on the parcel we acquired from the Thacker Family; Commissioner Gunnin seconded. Commissioner Johnston added for clarification that the Thacker property we bought knowing that it would be many years before it would be approved. We had a request to name that future park Cherokee Veterans Park, but it makes more sense to designate that name to a park that we are actively moving forward on. He added that the people who initially requested that name for the Thacker site are agreeable. The Chairman recalled the motion and second, the resulting vote was for unanimous approval.

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.

Commissioner Gunnin made a motion to approve; Commissioner Poole seconded. Commissioner Johnston stated that this was another recusal item

due to the acquisition of property. The vote was for approval 3-0 with 2 abstentions from Commissioners Johnston and Nelms.

COUNTY ATTORNEY

Amendment:

3.1 Consideration of settlement agreement.

Ms. Davis stated that coming out of Executive Session discussion comes before the Board a proposed settlement agreement related to the separation of an employee from the Solicitor General's office. It includes the separation and release agreement with the County as well as the Solicitor's Office. She stated that if it meets with the Board's approval, we simply need authorization for the Chairman to execute the agreement.

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

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 6:33 p.m.; Commissioner Poole seconded and the motion received unanimous approval.



Cherokee County Board of Commissioners WORK SESSION MINUTES

December 2, 2014

3:00 p.m. | Cherokee Hall

The Chairman began at 3:04 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Brian Poole; Commissioner Jason Nelms; County Manager, Jerry Cooper; County Clerk, Christy Black. Also present were Agency Directors/Department Heads; the media; and the public. County Attorney, Angie Davis arrived late at 3:10 p.m.

1. Cherokee County Division of Family and Children Services presentation by Charity Kemp, Director.

Ms. Kemp began by stating she wanted to get out the positives about DFCS to counter the negative attention they receive. She went over the office positions that make up DFCS and the Board of Directors. Ms. Kemp stated they have two different programs. The Office of Family Independence (OFI) takes care of benefits such as TANF (Temporary Assistance to Needy Families), Food Stamps, Medicaid, Childcare, Heat/Christmas Assistance, and Resource Assistance. Social Services cover the State Child Abuse Hotline, Family Support, Child Protection Services (CPS) Investigations, Family Preservation Services, Foster Care Services, Adoptions, and Foster Care Recruitments.

Ms. Kemp shared changes for DFCS this year. They branched out of the DHR umbrella and have a direct link of an appointed Commissioner, Bobby Cagle, that reports directly to the Governor. They started their family support cases to help families in need of resources and community support. They also started the State intake child abuse hotline. OFI services such as Medicaid and food stamps can be applied for locally but are processed remotely as a State program. Clients can apply at various locations or they can apply online.

Ms. Kemp went over the positive outcomes such as increased accessibility to services, resources, and support for families; increased independence and overall wellbeing; increased positive family functioning for better family life which reduces child abuse and child fatalities; and permanency outcomes for the children which can be through reunifying with a parent, guardianships, permanent custody or

adoptions. In the last 24 months, Cherokee County finalized about 45 adoptions. Ms. Kemp provided a chart showing the increase in intakes in the last year, which nearly doubled and increased the workload.

Ms. Kemp shared various statistics for annual benefits issued in Cherokee County by OFI. In the last year, OFI provided benefits on a monthly average for 111 families, 18 adults, 189 children, and 207 recipients. The total benefits distributed in Cherokee County were \$345,410 for 2013. Food stamps are one of DFCS's biggest areas serving over 23 million annually in over 10 million households. The average benefit per family was \$288.58. The total number of Medicaid applications during the last year was 668,642. In Cherokee County, the number of CPS reports was 152 in July and 239 in October of this year. There were zero child fatalities or serious injury reports. Ms. Kemp stated that the County averages about 80 Family Preservation Cases a month. She also shared a graph showing the increase in foster care totals for the State at 9,602 youth as of September 2014.

Ms. Kemp went over various challenges of DFCS. Cherokee County is a part of Region 3 which has the highest number of foster children in the State, Cherokee County has the highest number in the Region. As a region, they have 220 children in childcare institutes throughout the state and the caseworkers for these children have to travel once a month to meet the childcare providers face-to-face. There are 391 children in foster care in the County averaging about 25 a month. Ten of these children are 18 and older and are voluntarily remaining in foster care. Cherokee County has only about 60 foster homes which offer about 106 beds. There are over 130 children who have been placed with relatives. DFCS works with Goshen Valley Boys Ranch but they have a limited number of beds.

Other challenges presented which includes inadequate technology; huge increase in referrals and the number of cases with the State intake line; extremely high caseloads; high-stress and long hours with limited compensation; potential dangerous situations; and high staff turnover rates, which delays permanency for a child or family. Ms. Kemp addressed things the Commissioners can do to help DFCS such as a newer facility to accommodate the staff adequately. The Cherokee County DFCS office is number one on the State's list needing a new building. They currently have three caseworkers per office; contact them when there is an issue with receiving benefits so they can assist clients in a timely manner; talk to legislators and advocate for higher pay and lower caseloads; talk to local community partners about recruiting additional foster homes; and recruit local DFCS employees.

Chairman Ahrens asked for the main reasons for such a high turnover rate, whether stress or pay. Ms. Kemp replied that it is a combination of long hours, low

pay, high demand, rare time off, and everything is crisis driven. The Chairman asked when they receive a call to go out to a home if they contact the Sheriff's Office and have someone go out with them. Ms. Kemp responded that they average about 10-20 calls a day and they call law enforcement if there are primary safety concerns, but only in severe cases. She added that they have a small after-hours unit that serves from 5:00 a.m. to 8:00 a.m. that responds to calls during that time, but if they receive a large number of calls, they have to call out their regular employees. The Chairman asked what size space they are looking for, ideally. Ms. Kemp replied that currently the State is asking enough space to hold 6x6 cubicles; however, a 9x9 is still small. They require the ability to store volumes of files on each child and be able to have somewhere for families to sit. Ms. Kemp added that they anticipate a 250% increase in staff and the setting the State proposed will hold 70 employees and right now, they have 83 on staff.

Commissioner Nelms asked the selection criteria they use and what they look for in a foster family. Ms. Kemp responded that there is an orientation they can attend to give them an idea of the process such as fingerprints, background checks, medicals, and a home study. If they are still interested at that point, they will go through impact training and modules of teachings and the backgrounds equipped to deal with the children. This gives prospects an opportunity to decide what type of child they could manage effectively and they have the option of the criteria of a child they choose to take. They would have to have an income where they can provide the children outside of the minimal reimbursements they would receive from the State. Ms. Kemp added that you really have to have a passion for the kids as most have been through so much trauma and have developed coping mechanisms as a result. She mentioned there is a foster parent association in the County to provide support for each other. Commissioner Nelms asked how many children that are housed outside of the County. Ms. Kemp replied that it would be around 150 and the rest in various locations such as a mental facility. She added there are times when other counties will call them looking for placement for a child in their custody. The Chairman asked if anyone in the audience had any questions. Chief Vic West commended Cherokee County DFCS for the job that they do for families and children. He encouraged the Board to visit the DFCS office.

2. Update on progress of Outlet Shoppes by Marketing Director, Charlie Brennan.

Ms. Brennan first introduced Ms. Meliza Whitfield, then began by stating they are very pleased with where they are and the growth is exceeding their expectations. She indicated they have been up double digits in traffic every month since August. They currently have 98 stores making up 97% of their space leased. She stated

that they are preleasing for the second phase. She also shared that a couple of restaurants are opening this month and one next spring. The Chairman asked if the opening of Cabela's has effected them any. Ms. Brennan said they have not seen any change related to Cabela's. The Chairman mentioned he heard they had a shuttle service. Ms. Brennan confirmed that they did. She stated that it is a free service that runs in the morning then goes back in the afternoons. She added that on Sundays, they go to Georgia Tech and pick up students. Commissioner Nelms commented that he appreciated what they are doing and has noticed that parking is always full. Ms. Whitfield asked the Chairman if he would be attending the Menorah lighting again this year. The Chairman commented he would as he does most every year, but there is a BOC meeting that evening. He encouraged others to attend if they are able.

3. Topics for meeting with State Delegation on December 10th at 10:15 a.m. at the Chamber of Commerce-Terrace Level.

Chairman Ahrens mentioned a draft letter he had written to the delegation and asked the Commissioners if they had time to review it and if they had any questions. He commented that he thought about leaving off the subject of the RRDA, but decided to leave it on because they have a number of issues to handle with two of the members leaving. The Chairman stated that his main purpose was to give the delegation background on the HOST. He added that the timing needed refining. He stated that he will get the letter out the following day and include the two Commissioners-elect as well.

4. Discussion of Regular Agenda Items.

Chairman Ahrens asked the Commissioners if they had received the list of Boards and Committees with several upcoming Board appointments outside of the new Commissioners. He asked if they wanted to go ahead and vote on those appointments or wait until the new Board. The Chairman asked Ms. Davis her opinion. Ms. Davis replied that it could go either way. The Chairman stated he would get the list out to the Commissioners and they can decide by the next meeting.

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).

Ms. Vicki Taylor-Lee gave an overview of the case. She stated that the Bruce family would not be there but Blalock would be there. The Chairman asked Commissioner Johnston his thoughts on the case. Commissioner Johnston stated that unless someone in the area objects, he doesn't have a problem with it.

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.

Ms. Davis mentioned that the advertisement for this ran after the election and outgoing Commissioners cannot vote on this. Mr. Geoff Morton stated that this portion of the road had once been deeded to the County in 2000 in hopes of improvement and expansion with a future development. The development never took place. The owner has requested it be abandoned. Mr. Morton added the County never maintained it.

COMMISSION BUSINESS

CHAIRMAN

L.B. AHRENS

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

COUNTY MANAGER

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

- 2.1 Consider approval of Agreement with the City of Ball Ground for the County to provide van service for the March of 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.

Mr. Cooper stated this would be for an employee who has been with the County for at least 30 years, is in good standing, and they would receive employee-only medical premiums. Mr. Cooper added that he capped it at 2014 cost, but the Commissioners may choose to adjust that over time. The cost would be about \$5,200 a year. Ms. Davis made several suggestions for clarity. The first she suggested was to add "an employee who meets the tenure requirements set forth below" when speaking of the retired employee. The second suggestion was regarding the years of service to include "less than 30 years." Mr. Cooper asked if they decided to offer a deal as they did before, would they need an independent resolution. Ms. Davis said they would if it was a separate program. She added this may merit more discussion on that point. Ms. Davis commented that they may need to talk to the administrator since the plan indicates a partial payment by the County and they may bring back a plan amendment to make sure everything is consistent. Ms. Tracy Chambers interjected explaining that was written by a law firm when the County's insurance went self-funded and the reason it was written like that was because they had several different retirement incentives but prior to those incentives an employee could keep what they had. Ms. Davis stated that they will need to go back and address the question of full payment versus partial payment on behalf of the retiree. Ms. Davis asked if the County has ever paid out 100% with the current language. Mr. Cooper replied only for individuals who selected a retirement program. The Chairman asked if all was okay. Ms. Davis stated that they need to explore it a little further, but as a matter of policy, they are fine to go ahead vote on it, but will just need to make the plan document fit it. She added she and Ms. Chambers and Mr. Cooper can work on that.

- 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.
- 2.5 Consider resolution naming the east park located on Highway 20 near Water Tank Road and Jack Page Lane "Cherokee Veterans Park".

The Chairman stated that he would pass along a message on behalf of a couple living adjacent to the park, that they preferred it not be named Veterans Park but rather have a section of it dedicated to Veterans.

- 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.

Mr. Cooper stated that the primary reason Ten-8/Osage won was because of the warranty.

Chairman Ahrens indicated there has been a buzz going around about the Holly Springs re-zoning. It is 88 acres adjacent to the school with 230 homes. He asked Ms. Carolyn Mathews from the Cherokee Tribune if she could share anything from the meeting. Ms. Mathews stated there were just discussion of the County receiving a lot of phone calls and an issue of traffic. The Chairman stated that he felt there was enough concern by residents that he would pass on information that our staff is prepared. Commissioner Nelms confirmed that the average lot size is 7,500 square feet. Mr. Watkins stated it is 7,800 square feet. Commissioner Johnston mentioned that Barrett Farms across the street appears to be fairly comparable to what is proposed. Commissioner Gunnin commented that his concern was how the houses are set. He asked if it was from the front or just where. Mr. Watkins stated it is a side setback. Commissioner Gunnin stated that from a firefighting standpoint, the walls facing each other will have to be fire resistant with no opening, but any openings will have to be fire rated. He added that if one catches on fire, the next one will. Further discussion ensued concerning fire safety issues and other building projects.

ADJOURN

Hearing no further items, Commissioner Johnston made a motion to adjourn to Executive Session to discuss property acquisition, personnel matters, pending or threatened litigation. Commissioner Nelms seconded. The motion carried unanimously.



Department of Planning and Land Use
1130 Bluffs Pkwy • Canton, GA 30114 • (678) 493-6101

DATE: December 8, 2014

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

FROM: Vicki Taylor Lee, Zoning Administrator

RE: Recommendation of Planning Commission

CASE NUMBER:	14-12-026
APPLICANT:	Rheana E. Merrell
ZONING CHANGE:	R-40 to AG
LOCATION:	2150, 2154 and 2158 East Cherokee Drive
MAP & PARCEL NUMBER:	15N22, Parcel 110
ACRES:	3.46 +/-
PROPOSED DEVELOPMENT:	Single Family Residential and Small Farm
COMMISSION DISTRICT:	2
FUTURE DEVELOPMENT MAP:	Suburban Living

As a result of the public hearing held on December 2, 2014, the Cherokee County Planning Commission voted to recommend **APPROVAL** of zoning case 14-12-026 Rheana E. Merrell to rezone from R-40 (Residential) to AG (Agricultural) on 3.46 +/- acres for single family residential and small farm.

PL #: 20140000372

Case #: 14-12-026

Date Received: 10-24-14

Applicant:

RHEANA E. MERRELL
2150 E Cherokee Dr. (2154 and 2158)
WOODSTOCK, GA 30188
(Name) (Address) (City) (State) (Zip)

remerrell@comcast.net
(E-mail Address)
(Telephone)

Request rezoning from: R-40 to: AG

Existing use of property: VACANT Proposed use of property: farm

Size of property: 3.46± Square Feet (Acres) Commission District 2

Map 15N22, Parcel 110 Land Lot 697, District 15th

Future Development Map Designation: ~~RESIDENTIAL~~ Suburban Living

The undersigner below is authorized to make this application. The undersigner is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the Board of Commissioners unless waived by the County Commissioner.

Rheana E. Merrell 10/1/14
Signature of Applicant Date

J. Coker 10/1/14
Signature of Notary Public Date

Typed or Printed Name and Title

PLEASE NOTE WE MUST HAVE ALL PROPERTY OWNER'S SIGNATURES AND APPEARANCES ON DEED.

Rheana E. Merrell 10/1/14
Signature of Owner Date

Signature of Notary Public Date

Rheana E. Merrell, Owner
Typed or Printed Name and Title

Signature of Owner Date

Signature of Notary Public Date

Typed or Printed Name and Title

(SEAL)

I UNDERSTAND THAT I AM TO POST THE NOTICE SIGN(S) ON A HARD-BACKED SURFACE SUPPORTED BY A FREE-STANDING STRUCTURE/WOODEN OR METAL POST(S) ALONG EACH ROAD FRONTAGE OF THE PETITIONED PROPERTY. THE NOTICE SIGNS SHOULD BE CLEARLY VISIBLE FROM THE ROAD WITH NO OBSTACLES BLOCKING THE VIEW. I FURTHER UNDERSTAND THAT I AM NOT TO ATTACH THE NOTICE SIGN(S) TO ANY NATURAL VEGETATION, EXISTING SIGNAGE, OR UTILITY STRUCTURE(S). I AM TO POST THE SIGN AT LEAST 30 DAYS PRIOR TO THE PUBLIC HEARING.

X
APPLICANT'S SIGNATURE

DATE

PLEASE CHECK ALL THAT APPLY

Public Participation Report

Existing Site Resources Map

Agriculture Rezoning Request - Letter of Intent

2150 East Cherokee Drive
Woodstock, Georgia 30188

Rezoning Request for:

2150 East Cherokee Drive
Woodstock, GA 30188

The property located at 2150 East Cherokee Drive is currently zoned R-40. We are requesting the property be rezoned to Agriculture.

The purpose of the rezoning request is to allow us to engage primarily in modest agricultural activities involving gardening and horticultural activities.

Gardening:

We plan on building a small greenhouse that will facilitate year-round growing and harvesting cycles focusing on organic fruit and vegetables. Additionally, we plan on planting and maintaining an eight-month (per year) approximately one-acre organic garden with two annual harvests. We would like to build an **attractive**, small, fruit-and-vegetable stand to be open year round or nearly year round. We might also supplement our harvests with items from other local / regional farmers such as:

apples, oranges, pumpkins, sweet corn, water melon, cantaloupe, and a variety of berries.

Horticultural Activities:

(1) Grow and market Japanese Maples: My wife Elizabeth has an extensive background in landscaping. (Her father was a landscape architect. Elizabeth worked in his business during her teens and into her late 20's). So with our history and experience, we plan to grow and market Japanese Maple trees (both retail and wholesale). Parking for our delivery trucks will be located at the rear of the property and out of site from the road.

(2) Grower and supplier of American Pillar arborvitae. American Pillar is a fast growing, tall, narrow, columnar evergreen discovered by Elizabeth's late father. He propagated a new strain of arborvitae and received a U.S. patent for the propagation of the new arborvitae. The plant is highly prized for its screening ability and fast growth pattern (2'- 3' per year up to 21-22') while maintaining a small footprint, making it ideal for residential areas with limited space availability. In fact, the American Pillar will be utilized as a landscape tool around a significant portion of our property to screen our parking and growing area from public view.

Miscellaneous Agricultural Activities:

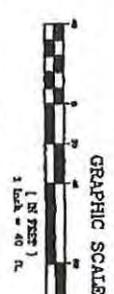
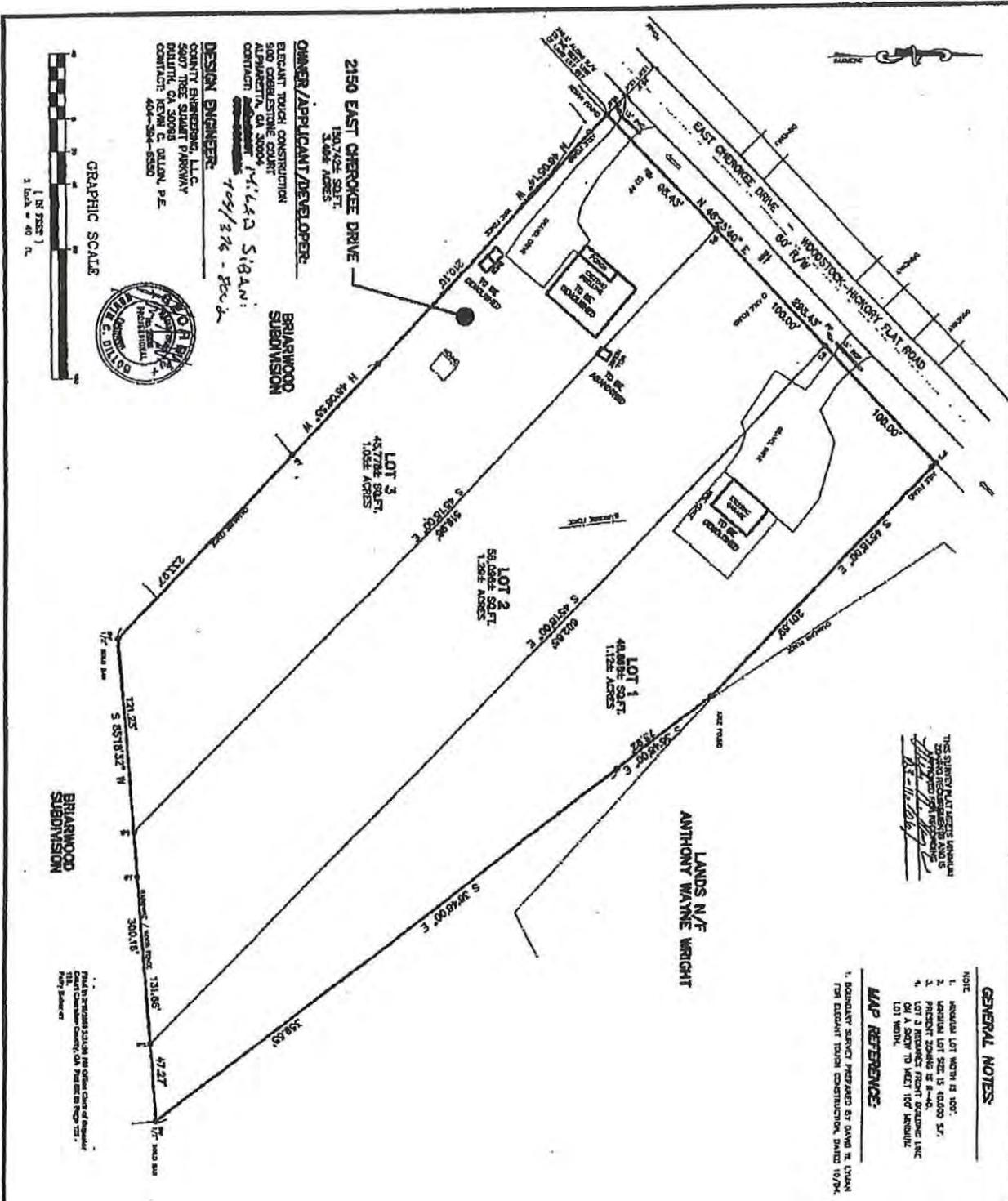
We would like to raise a few chickens (10-12) so we can give away fresh eggs as a benefit and blessing to our local friends, neighbors, and family. The chickens would be limited free range and organic. There would be no slaughtering -- only fresh eggs. (We are very animal friendly.)

Summary

We believe these activities will be non-offensive and a blessing to the neighbors while providing a potential tax benefit to the county. Additionally, they maintain and are in keeping with the property uses up and down East Cherokee Drive.

Thank you for taking the time to consider our proposal.

Warmest regards,
Douglas S. and Elizabeth Derrickson



OWNER/APPLICANT/DEVELOPER:
ELEGANT TOUCH CONSTRUCTION
18017424 S.W. 1ST
3,468 ACRES

DESIGN ENGINEER:
COUNTY ENGINEERING, L.L.C.
5907 TREE SUMMIT PARKWAY
DULUTH, GA 30095
CONTACT: KEVIN C. DILLON, P.E.
404-394-8550

CONTRACT: 1001/376 - 820

BRIARWOOD SUBDIVISION

PLAT TO BE RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, COUNTY OF DEKALB, GEORGIA, ON 3/14/08 AT 10:00 AM. BY DAVID C. DILL, P.E.

THIS SUBDIVISION PLAT IS SUBJECT TO ALL RECORDS AND RECORDS IN THE OFFICE OF THE CLERK OF SUPERIOR COURT, COUNTY OF DEKALB, GEORGIA, DATED 12-11-06.

GENERAL NOTES:

1. HORIZONTAL LOT WIDTH IS 100'.
2. HORIZONTAL LOT SIZE IS 42,000 S.F.
3. PRECINCT ZONING IS R-40.
4. LOT 3 BOUNDARY FRONT OBTAINING LINE OF RECORD TO MATCH 100' HORIZONTAL LOT WIDTH.

MAP REFERENCE:

1. DOCUMENT SUBJECT PREPARED BY DAVID C. DILLON FOR ELEGANT TOUCH CONSTRUCTION, DATED 10/04.

County Engineering, L.L.C.

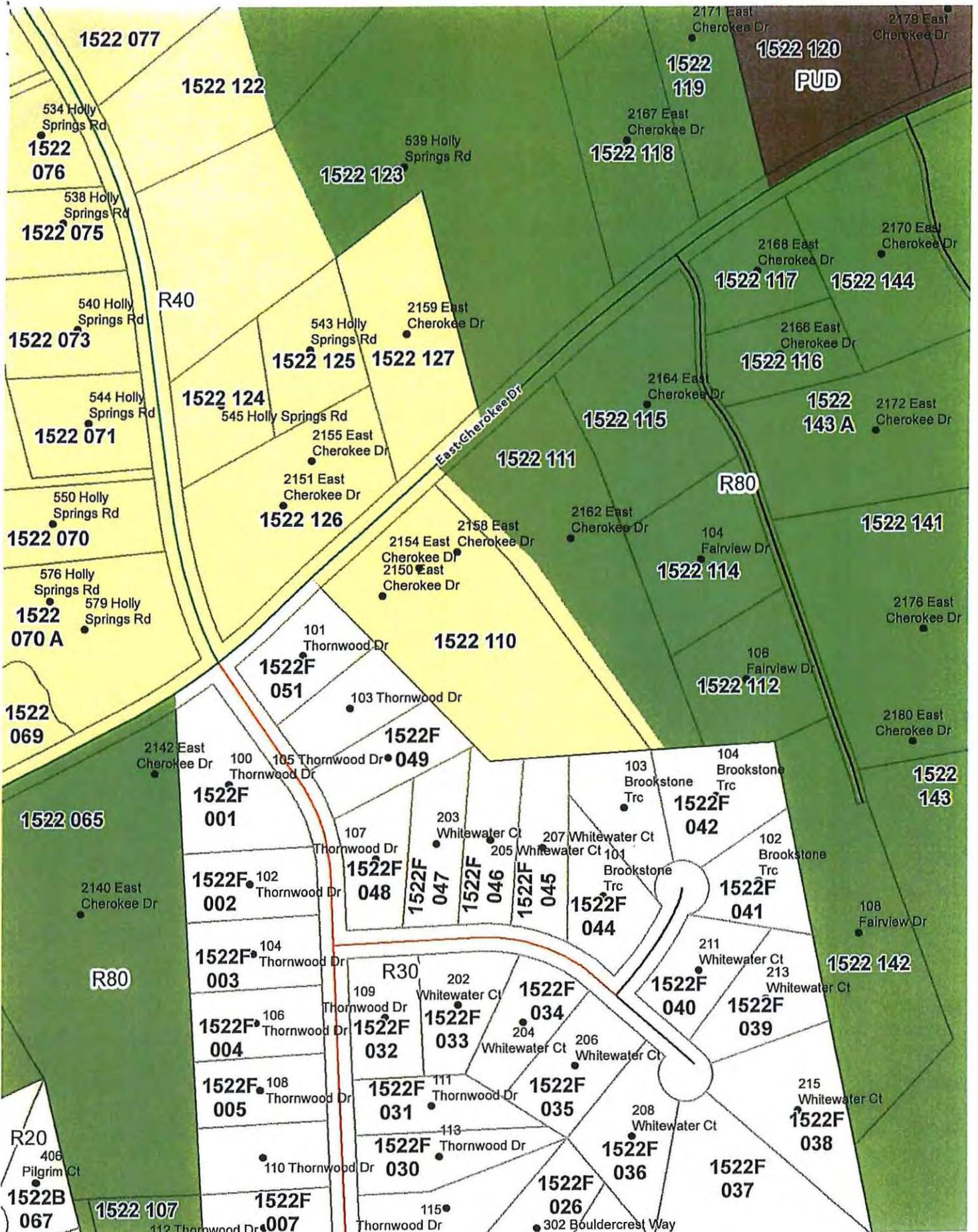
5907 TREE SUMMIT PARKWAY
DULUTH, GEORGIA 30095
404-394-8550

CIVIL SITE DESIGN & LAND DEVELOPMENT

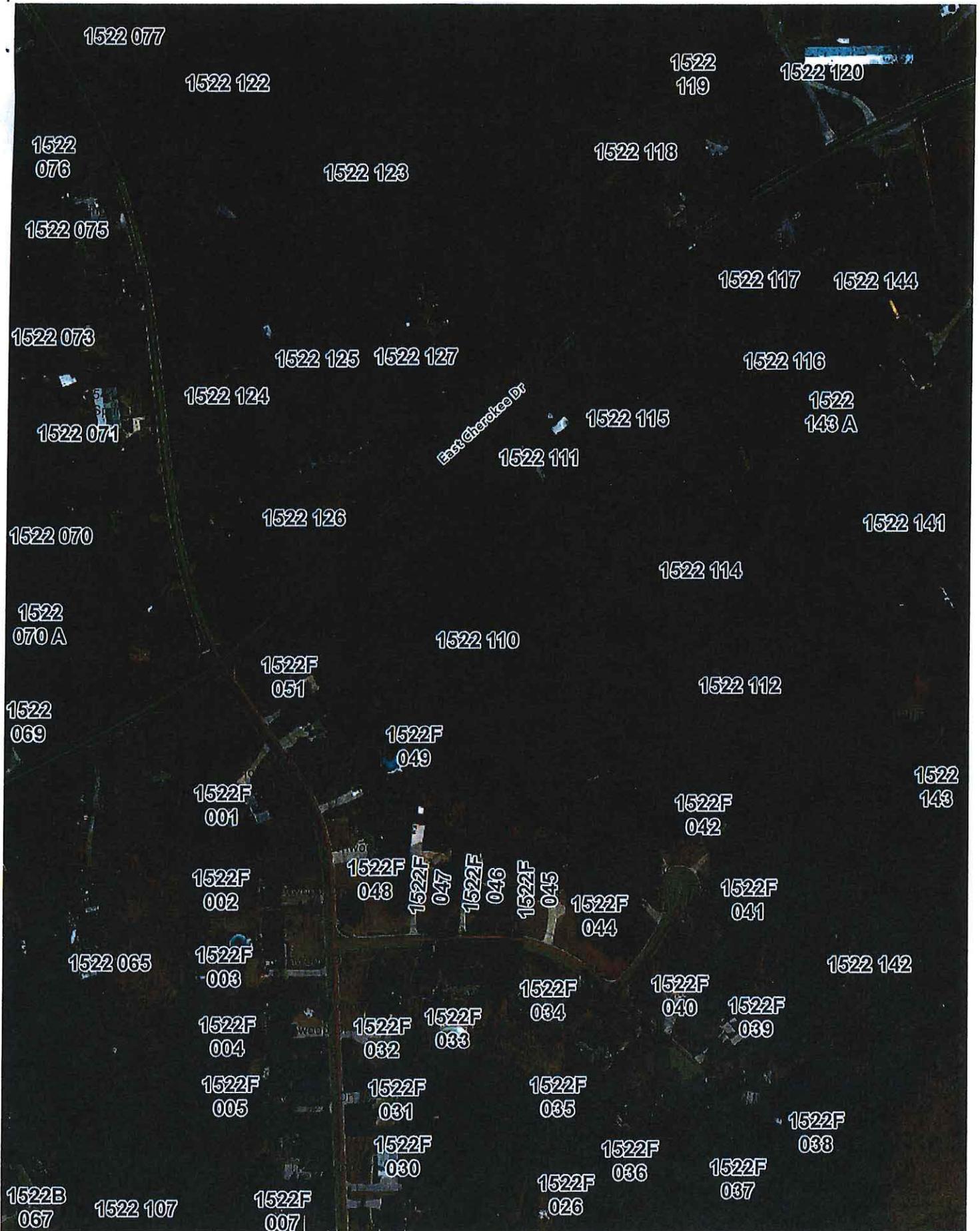
© COPYRIGHT 2005

MINOR SUBDIVISION PLAT
LOTS 1-3
2150 EAST CHEROKEE DRIVE
FOR
ELEGANT TOUCH CONSTRUCTION
LAND LOT 807 OF THE 16TH DISTRICT
WOODSTOCK, CHEROKEE COUNTY, GA.

ACCD DESIGN BY:	DRAMA SCALE: 1" = 40'
ACCD DRAWN BY:	SHEET NO: P1
ACCD CHECKED BY:	FILE NAME: PLAT.DWG
DATE: 3/14/08	JOB NO: 04-005



Zoning map



1522 077

1522 122

1522
119

1522 120

1522
076

1522 123

1522 118

1522 075

1522 117

1522 144

1522 073

1522 125 1522 127

1522 116

1522 124

East Cherokee Dr

1522 115

1522
143 A

1522 071

1522 111

1522 070

1522 126

1522 141

1522 114

1522
070 A

1522 110

1522F
051

1522 112

1522
069

1522F
049

1522
143

1522F
001

1522F
042

1522F
002

1522F
048

1522F
047

1522F
046

1522F
045

1522F
044

1522F
041

1522 065

1522F
003

1522F
032

1522F
033

1522F
034

1522F
040

1522F
039

1522 142

1522F
004

1522F
005

1522F
031

1522F
035

1522F
038

1522B
067

1522 107

1522F
007

1522F
030

1522F
026

1522F
036

1522F
037

aerial



Cherokee County, Georgia Agenda Request

SUBJECT: Close Bank Account With Hamilton Bank MEETING DATE: 12/16/2014

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Consider approval to close banking account with Hamilton Bank.

FACTS AND ISSUES:

Years ago the county established a bank account with Cherokee Bank. The account has a balance of \$111,465.45. This account is no longer necessary as Wells Fargo is the County's banking partner for all our banking requirements. We recommend closing this account and depositing the balance in our Wells Fargo operating account.

BUDGET:

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve

REVIEWED BY:

Janelle Funk

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

A large, stylized handwritten signature in blue ink, likely belonging to the County Manager, written over the signature line.



**Cherokee County, Georgia
Resolution to Close Banking Account
With Hamilton Bank
Board Meeting Date: 12/16/2014**

The Cherokee County Board of Commissioners hereby approves Delaine Cagle to manage the closing of the county's Hamilton Bank Account (Account # 2009249) and depositing the remaining balance in the county's Wells Fargo Bank Account (Account # 2000035185875), as approved this 16th day of December 2014.

CHEROKEE COUNTY BOARD OF COMMISSIONERS:

L.B. Ahrens, Jr., Chairman

ATTEST:

Christy Black, County Clerk



Cherokee County, Georgia Agenda Request

SUBJECT: Subdivision Acceptance
Centennial Lakes
Pods 8B

MEETING DATE: December 16, 2014

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

COMMISSION ACTION REQUESTED:

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in Pod 8B of the Centennial Lakes Subdivision.

FACTS AND ISSUES:

The Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the Centennial Lakes Subdivision – Pod 8B. Based upon their recommendation this project meets the development standards of Cherokee County and it is recommended that all public rights-of-way, roadways and appurtenant drainage structures be accepted for County maintenance.

Included are:	Ceremony Way	700 LF
	Olympic Way	223 LF

BUDGET:

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

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

ADMINISTRATIVE RECOMMENDATION:

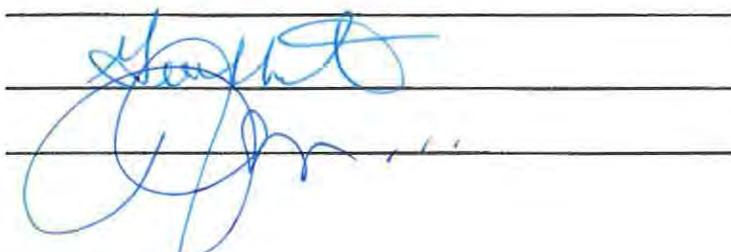
Final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in Pod 8B of the Centennial Lakes Subdivision.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____





Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within **Centennial Lakes, Pod 8B**, for County Maintenance.

Whereas, it is hereby found and determined that all or a portion of **Ceremony Way (700 L.F.)** and **Olympic Way (223 L.F.)** do meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a part of **Ceremony Way (700 L.F.)** and **Olympic Way (223 L.F.)** all having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Centennial Lakes, Pod 8B**, and located in **Land Lots 1250 and 1271**, of the **21st District, 2nd Section** of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2014

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

November 26, 2014

Mr. L. B. Ahrens, Jr., Chairman
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

**Re: Final Acceptance – Centennial Lakes Pod 8B
Including all or part of: Ceremony Way (700 LF), and all of part of Olympic
Way (223 LF).**

Dear Chairman Ahrens:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the aforementioned project. Based upon this information, we conclude that this project meets the Development Standards of Cherokee County.

Therefore, we recommend that the Board of Commissioners accept the rights-of-way, roadways and appurtenant drainage structures within this project for maintenance by Cherokee County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenny Phelps".

Kenny Phelps
Development Inspection Manager

A handwritten signature in blue ink, appearing to read "Geoffrey E. Morton".

Geoffrey E. Morton, P.E.
County Engineer

GEM/jcc



Cherokee County, Georgia Agenda Request

SUBJECT: Surplus

MEETING DATE: 12-21-14

SUBMITTED BY: Kim Stancil

COMMISSION ACTION REQUESTED:

Consider approval to surplus workstations, laptops, and printer at Elections and Voter Registration.

FACTS AND ISSUES:

These devices at Elections and Voter Registration are outdated and in poor condition. They are of no use to the county. We would like to dispose of them through Waste Management.

BUDGET:

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

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

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

Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approval to surplus workstations, laptops and printer

REVIEWED BY:

DEPARTMENT HEAD: Kim Stancil

AGENCY DIRECTOR: _____

COUNTY MANAGER: _____

CHEROKEE COUNTY BOARD OF COMMISSIONERS
 1130 Bluffs Parkway
 Canton, GA 30114

SURPLUS PROPERTY TRANSFER FORM

Date: 12-11-14

Transferred From: <i>Elections office</i>	Transferred To: <i>Surplus</i>
----------------------------------------------	-----------------------------------

Action Requested: Transfer Surplus Destruction

Line	Qty	Description (Model, Serial#, Etc.)	Condition G=Good F=Fair P=Poor	Funding Information	Final Disposition	Fixed Asset#
1	1	Dell OPTIPLEX 960	P			<i>None</i>
2	4	Dell OPTIPLEX 760	P			↓
3	1	Dell DIMENSION 5150	P			
4	3	Dell MONITOR E173FP	P			
5	1	Dell MONITOR 170FPT	P			
6	4	Dell INSPIRON B120	P			
7	1	Dell INSPIRON 1525	P			
8	1	HP LASERJET 2300d	P			
9						
10						
11						
12						

Purchasing Representative Signature: <i>[Signature]</i> Title: <i>SR Proc Specialist</i> Date: <i>12-11-14</i>	Dept Property Coordinator Signature: <i>Kim Stancil</i> Title: <i>Interim Director</i> Date: <i>12-11-14</i>	Received By Signature: _____ Title: <i>MA</i> Date: _____
-------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------



Cherokee County, Georgia Agenda Request

1.4

SUBJECT:

Adoption of the 2014 Capital Improvements
Element (CIE) / Short Term Work Plan
(STWP) Annual Update

MEETING DATE:

12/16/2014

SUBMITTED BY:

Margaret Stallings, Principal Planner

COMMISSION ACTION REQUESTED:

Consider adoption of the 2014 Capital Improvements Element and Short Term Work Plan
Annual Update.

FACTS AND ISSUES:

The Georgia Department of Community Affairs and the Atlanta Regional Commission have finished their review of our 2014 Capital Improvements Element and Short Term Work Plan Annual Update. They have determined that our document is in compliance with the Development Impact Fee Act and the Minimum Standards and Procedures for Local Comprehensive Planning.

Adoption of the 2014 CIE / STWP Annual Update ensures that Cherokee County remains a Qualified Local Government and retains all the rights and privileges associated with this status from the State of Georgia.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Remaining Budget:

Amount Requested:

ADMINISTRATIVE RECOMMENDATION:

Adopt the 2014 Capital Improvements Element / Short Term Work Plan Annual Update with the attached resolution.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> 2014 CIE/STWP Adoption Resolution	Resolution Letter
<input type="checkbox"/> 2014 CIE/STWP Annual Update	Exhibit
<input type="checkbox"/> ARC / DCA Approval Letter	Exhibit

November 5, 2014

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

RE: 2014 Capital Improvements Element Annual Update

Dear Chairman Ahrens,

ARC has completed the regional review of the 2014 Capital Improvements Element (CIE) Annual Update for Cherokee County. We are pleased to inform you that the Georgia Department of Community Affairs (DCA) has determined that the submittal is in compliance with the Development Impact Fee Compliance Requirements and the Minimum Standards and Procedures for Local Comprehensive Planning.

Renewal of Qualified Local Government (QLG) status is contingent upon official adoption of the update as an amendment to the County's Comprehensive Plan. The update may be adopted at any time. Once adopted, please send ARC digital copies of the adoption resolution and the final, adopted update document so that we may forward those materials to DCA. Upon receiving notification that the update has been adopted, DCA will renew the County's QLG status.

I commend you and Cherokee County for your commitment to the comprehensive planning process. Please contact Andrew Smith at (404) 463-5581 or asmith@atlantaregional.com if you have any questions or if we can provide further assistance.

Sincerely,



Dan Reuter
Manager, Community Development Division

Enclosure

Cc: Margaret Stallings, Principal Planner, Cherokee County Dept. of Planning and Land Use



Andrew Smith

From: Brian Johnson <Brian.Johnson@dca.ga.gov>
Sent: Tuesday, November 04, 2014 11:12 AM
To: Dan Reuter; Jared Lombard; Andrew Smith; Jonathan Tuley
Cc: PEMD OPQG Administration
Subject: Cherokee County CIE Annual Update Approval

Dan, Jared, Andrew and Jon:

Our staff has reviewed the Annual Capital Improvement Element (CIE) Update for Cherokee County, and finds that it adequately addresses applicable requirements. The next step is for the local government to adopt the CIE Update. As soon as your office provides written notice that the CIE Update has been adopted and provides DCA with a digital copy of the final adopted version of this document, we will notify the local government that its Qualified Local Government status has been extended. If you have any questions, please contact us at 404-679-5279.

Thanks,



Brian Johnson, Director
Office of Planning and Environmental Management
Georgia Department of Community Affairs
404-679-3105
brian.johnson@dca.ga.gov

RESOLUTION NO. 2014-R-_____

WHEREAS, the Cherokee County Board of Commissioners has prepared an annual update to the Capital Improvement Element and Short Term Work Program; and

WHEREAS, the annual update of the Capital Improvement Element and Short Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and Public Hearing was held at the Cherokee County Administration Building on September 23, 2014 at 6 p.m.;

BE IT THEREFORE RESOLVED, that the Cherokee County Board of Commissioners does hereby adopt the annual update of the Capital Improvements Element and Short Term Work Program covering the five-year period 2014-2018, as per the requirements of the Georgia Planning Act of 1989.

Adopted this 16th day of December, 2014.

BY: _____
L.B. Ahrens, Chairman

ATTEST: _____
Christy Black, County Clerk

Cherokee County

August 22, 2014



**Annual Impact Fee Financial Report
& Short Term Work Plan Update
2014**

CHEROKEE COUNTY		Annual Impact Fee Financial Report - 2014*					
Public Facility	Libraries	Fire Protection	Sheriff's Patrol	Public Safety Facility	Parks/Recreation	Transportation	TOTAL
Impact Fee Fund Balance Oct 1, 2012	\$429,286	\$194,937	\$27,391	\$1,303,224	\$785,595	\$1,320,974	\$4,061,075
Impact Fees Collected (October, 2012 through September 2013)	\$176,328	\$368,621	\$6,351	\$172,231	\$178,486	\$333,993	\$1,236,011
Accrued Interest	\$322	\$19	\$0	\$986	\$457	\$729	\$2,513
Administrative/Other Costs ¹	\$4,268	\$3,972	\$238	\$10,399	\$6,795	\$11,664	\$37,333
(Administrative/Other Costs)	(\$2,769)	(\$2,577)	(\$154)	(\$6,746)	(\$4,408)	(\$7,566)	(\$24,218)
(Impact Fee Refunds)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(Project Expenditures)	\$0	\$0	\$0	\$0	(\$48,793)	\$0	(\$48,793)
Impact Fee Fund Balance Oct 1, 2013	\$607,436	\$564,972	\$33,826	\$1,480,094	\$918,133	\$1,659,794	\$5,263,921
Impact Fees Encumbered	\$3,095,460	\$8,302,026	\$475,487	\$4,876,381	\$4,475,225	\$6,162,178	\$27,386,757

*This annual report covers the last completed fiscal year - October, 2012 to September, 2013.

CHEROKEE COUNTY		Capital Improvements Project Update 2014-2018*						
Public Facility:		Libraries						
Service Area:		County-wide						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2013	Impact Fees Encumbered*	Status/Remarks
New Woodstock Library Facility	2003	2005	\$4,400,000	29%	General Fund, State of Georgia	\$0	\$1,276,000	Complete
R.T. Jones Library Facility Addition	2009	2011	\$1,402,007	30%	General Fund, State of Georgia	\$0	\$420,000	Complete
Waleska Library Facility	2017	2018	\$4,307,000	54%	General Fund, State of Georgia	\$0	\$0	
Library Collection Materials	2003	2003	\$272,344	56%	General Fund	\$0	\$152,513	Complete
Library Collection Materials	2003	2003	\$194,741	55%	General Fund	\$0	\$107,108	Complete
Library Collection Materials	2003	2003	\$367,845	74%	General Fund	\$0	\$273,993	Complete
Library Collection Materials	2004	2004	\$98,973	55%	General Fund	\$0	\$54,435	Complete
Library Collection Materials	2005	2005	\$65,314	53%	General Fund	\$0	\$34,616	Complete
Library Collection Materials	2006	2006	\$217,873	52%	General Fund	\$0	\$113,294	Complete
Library Collection Materials	2007	2007	\$223,690	52%	General Fund	\$0	\$116,319	Complete
Library Collection Materials	2008	2008	\$353,088	92%	General Fund	\$0	\$324,841	Complete
Library Collection Materials	2009	2009	\$359,712	92%	General Fund	\$0	\$222,342	In Process
Library Collection Materials	2010	2010	\$365,325	92%	General Fund	\$0	\$0.00	
Library Collection Materials	2011	2011	\$369,899	92%	General Fund	\$0	\$0.00	
Library Collection Materials	2012	2012	\$373,493	92%	General Fund	\$0	\$0.00	
Total of Costs, Expenditures & Impact Fees Encumbered			\$13,371,304			\$0	\$3,095,460	

**"Impact Fees Encumbered" reflects impact fee collection for May 2000 through September 2013.

CHEROKEE COUNTY		Capital Improvements Project Update 2014-2018*						
Public Facility:		Fire Protection						
Service Area:		County-wide except Canton and Woodstock						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2013	Impact Fees Encumbered*	Status/Remarks
Station 2 Renovation/Expansion	2003	2004	\$65,000	96%	Fire District*	\$0	\$62,400	Complete
Fire Engine 9	2003	2003	\$275,000	89%	Fire District*	\$0	\$244,750	Complete
Fire Engine 20	2003	2003	\$306,000	87%	Fire District*	\$0	\$266,220	Complete
Training Van	2003	2003	\$50,000	88%	Fire District*	\$0	\$44,000	Complete
Holly Springs Fire Station 8	2003	2004	\$1,200,000	100%	None	\$0	\$677,683	Complete
Rescue Unit (Mass Response)	2003	2004	\$216,000	100%	Fire District*	\$0	\$216,000	Complete
Air Truck	2003	2004	\$355,000	100%	Fire District*	\$0	\$355,000	Complete
Fire Engine	2003	2004	\$400,000	87%	Fire District*	\$0	\$348,000	Complete
Station 1 Expansion	2003	2005	\$150,000	88%	Fire District*	\$0	\$132,000	Complete
Station 19 Replacement	2004	2006	\$1,500,000	81%	Fire District*	\$0	\$482,124	Complete
Ambulance Purchase	2004	2009	\$2,050,000	100%	None	\$0	\$2,050,000	Complete
Supply Warehouse	2005	2008	\$2,325,000	90%	Fire District*	\$0	\$1,559,829	Complete
Station 13 Replacement	2010	2011	\$1,200,000	81%	Fire District*	\$0	\$0	
Fire Engine	2007	2007	\$350,000	100%	None	\$0	\$350,000	Complete
Fire Engine x 3	2008	2008	\$1,125,000	100%	None	\$0	\$1,125,000	Complete
Station 15 Relocation & Replacement	2010	2011	\$1,500,000	81%	Fire District*	\$0	\$0	
Heavy Vehicles x 3	2009	2009	\$971,000	90%	Fire District*	\$0	\$0	
Airport Crash Truck	2010	2010	\$800,000	90%	Fire District*	\$0	\$0	
Fire-Emergency Services Training Facility	2010	2015	\$3,141,850	100%	Fire District*	\$0	\$389,020	In Process
Total of Costs, Expenditures & Impact Fees Encumbered			\$17,979,850			\$0	\$8,302,026	

**Impact Fees Encumbered" reflects impact fee collection for May 2000 through September 2013.

* A combination of the Fire District, SPLOST and the Insurance Premium Tax Funds.

CHEROKEE COUNTY		Capital Improvements Project Update 2014-2018*						
Public Facility:		Public Safety Facility						
Service Area:		County-wide (except fire administration)						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2013	Impact Fees Encumbered	Status/Remarks
Public Safety Facility	2000	2002	\$33,599,204	58%	General Fund	\$0	\$4,750,870	In Process
Special Purpose Vehicle Garage	2006	2007	\$125,512	100%	None	\$0	\$125,511	Complete
Total of Costs, Expenditures & Impact Fees Encumbered			\$33,599,204			\$0	\$4,876,381	

*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through September 2013.

CHEROKEE COUNTY		Capital Improvements Project Update 2014-2018*						
Public Facility:		Parks and Recreation						
Service Area:		County-wide						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2013	Impact Fees Encumbered	Status/Remarks
Clayton Area / Weatherby Park	2004	2007	\$2,000,000	20%	General Fund	\$0	\$400,000	Complete
Fields Landing Park Expansion (was Suttalee Area Community Park)	2003	2009	\$700,000	35%	General Fund	\$0	\$245,000	Complete
Biello Park (Little River/Mill Creek County-wide Park Phase I)	2003	2010	\$4,000,000	83%	General Fund	\$48,793	\$2,745,225	Under Construction
Waleska City Park (Cline Park)	2004	2005	\$375,000	93%	General Fund	\$0	\$348,750	Complete
Creighton Road Park (Ray)	2009	2009	\$375,000	83%	General Fund	\$0	\$311,250	Complete
Hobgood Park	2006	2007	\$425,000	100%	General Fund	\$0	\$425,000	Complete
Park Maintenance Facility	X	2016	TBD	TBD	Parks Bond	\$0	\$0	
Total of Costs, Expenditures & Impact Fees Encumbered			\$7,875,000			\$48,793	\$4,475,225	

*"Impact Fees Encumbered" reflects impact fee collection for May 2000 through September 2013.

CHEROKEE COUNTY		Capital Improvements Project Update 2014-2018*						
Public Facility:		Transportation						
Service Area:		County-wide						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2013	Impact Fees Encumbered	Status/Remarks
Towne Lake Parkway (road improvement)	2000	2001	\$4,577,900	42%	GADOT, General Fund	\$0	\$1,922,718	Construction Complete - Reimbursement Phase
Business 5 (road widening and relocation)	2000	2001	\$5,430,756	22%	GADOT, General Fund	\$0	\$1,194,766	Construction Complete - Reimbursement Phase
Riverstone Boulevard (new road construction)	2000	2001	\$1,145,349	22%	GADOT, General Fund	\$0	\$251,977	Construction Complete - Reimbursement Phase
Bell Ferry Road (design and safety planning)	2000	2003	\$784,956	46%	General Fund	\$0	\$361,080	Construction Complete - Reimbursement Phase
Rope Mill Road (new road construction)	2000	2001	\$5,252,228	15%	GADOT, General Fund	\$0	\$787,834	Construction Complete - Reimbursement Phase
Reinhardt College Road (new road construction)	2000	2001	\$718,580	21%	GADOT, General Fund	\$0	\$150,902	Construction Complete - Reimbursement Phase
Eagle Drive (road widening)	2004	2006	\$5,504,074	35%	GADOT, General Fund	\$0	\$1,492,901	Construction Complete - Reimbursement Phase
East Cherokee Drive (road widening)	2005	2007	\$4,800,000	23%	GADOT, General Fund	\$0	\$0	Construction Complete - Reimbursement Phase
Total of Costs, Expenditures & Impact Fees Encumbered			\$28,213,843			\$0	\$6,162,178	

**"Impact Fees Encumbered" reflects impact fee collection for May 2000 through September 2013.

CHEROKEE COUNTY		Capital Improvements Project Update 2014-2018*						
Public Facility:		Sheriff's Patrol						
Service Area:		Unincorporated county						
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding From Impact Fees	Other Funding Sources	Impact Fee Expenditures for 2013	Impact Fees Encumbered	Status/Remarks
Uniform Patrol Div Office # 19	2005	2006	\$1,295,000	58%	General Fund	\$0	\$475,487	Complete
Total of Costs, Expenditures & Impact Fees Encumbered			\$1,295,000			\$0	\$475,487	

**"Impact Fees Encumbered" reflects impact fee collection for May 2000 through September 2013.

Short Term Work Plan

Project Description	FY2014	FY2015	FY2016	FY2017	FY2018	Estimated Total Cost	Funding Sources	Responsible Party
Natural and Historic Resources								
Develop the Etowah River Greenway	X	X	X	X	X	\$2,000,000	County Greenspace Program	BOC, Parks & Rec.
Develop Environmental Awareness Program	X	X	X	X	X	\$10,000	US EPA, Ga DNR	Engineering, Recycling
Develop and adopt a countywide Historic Preservation Ordinance	X	X				Unknown	County, GA DNR	BOC, Planning & Land Use, Historical Society
Pursue qualification as a "Certified Local Government" under the Historic Preservation Division of Georgia DNR	X	X				Unknown	County, GA DNR	Planning & Land Use, Historical Society
Develop Historic Property Resource Kit	X	X				Unknown	County	Planning & Land Use, Historical Society
Develop Historic Resources Map	X	X				Staff Time	County	GIS, Planning & Land Use, Historical Society
Continue to update the Cemetary Location Map as needed	X	X	X	X	X	Staff Time	County	GIS, Planning & Land Use, Historical Society
Investigate developing a National Register nomination for the Reinhardt Campus area in Waleska as a historic district	X	X				\$6,500	Historical Society	Historical Society, City of Waleska
Continue to participate in the Etowah River Habitat Conservation Plan (HCP). Consider adoption of Low Impact Development Guidelines to support the HCP.	X	X				Staff Time	County	BOC, Engineering
Develop a countywide greenspace/land conservation plan.		X	X			\$50,000 + Staff Time	County	BOC, Planning & Land Use, GIS, Parks & Rec.
Develop program to acquire or set aside property identified in countwide greenspace plan.	X	X	X	X	X	Unknown	County Greenspace Program	BOC, Planning & Land Use, Parks & Rec.
Economic Development								
Facilitate stakeholder meetings concerning agribusiness and agritourism in the county.	X	X				Staff Time	Farm Bureau, Chamber of Commerce	Farm Bureau, Chamber of Commerce
Prepare Tax Increment/Finance District Guidelines	X	X				Unknown	County	BOC, Finance, Planning & Land Use
Develop and promote business and manufacturing sites within Cherokee County, especially Bluffs Business Park.	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce
Continue the focused marketing campaign targeting industries identified in the Cherokee County Economic Strategic Plan	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce

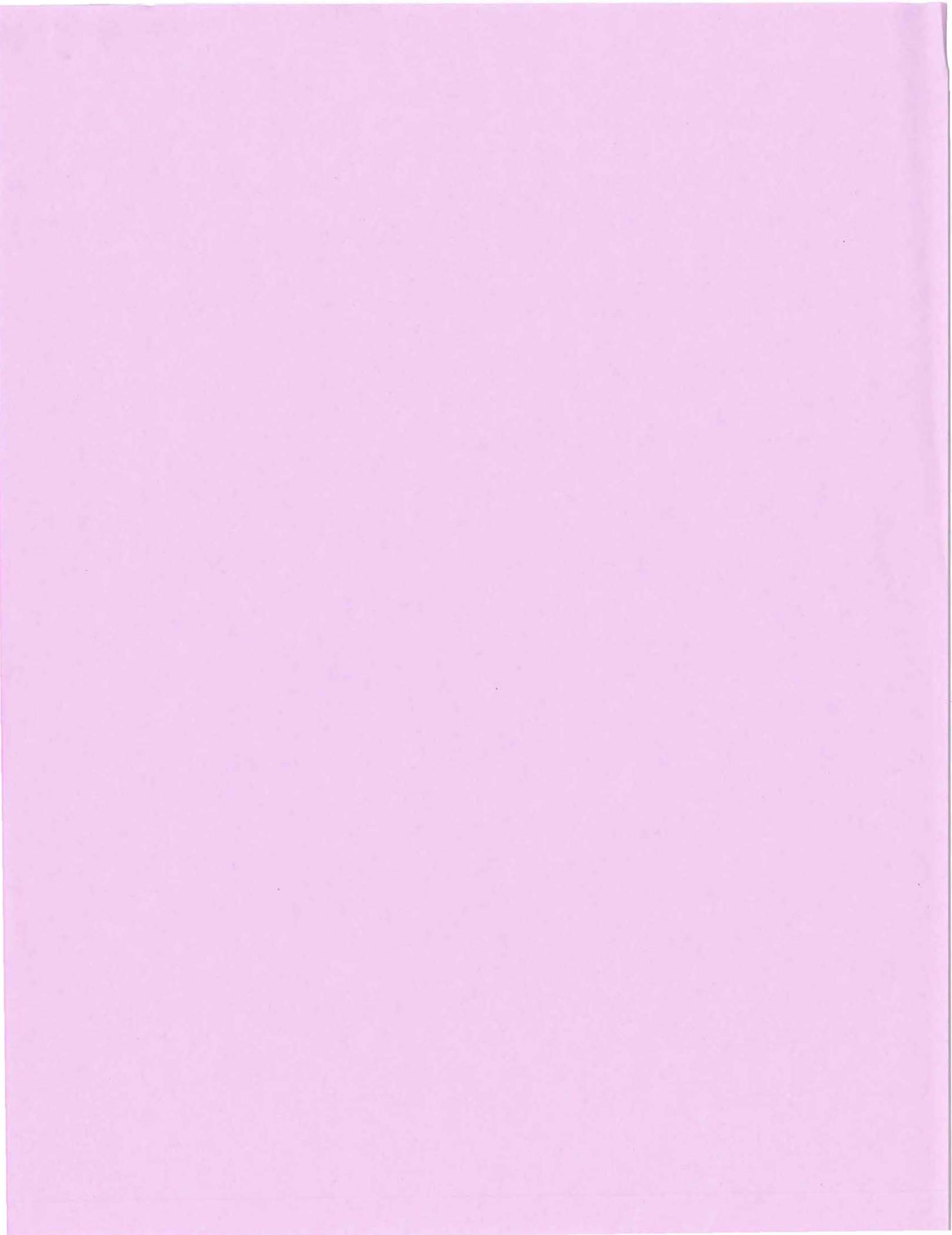
Project Description	FY2014	FY2015	FY2016	FY2017	FY2018	Estimated Total Cost	Funding Sources	Responsible Party
Enhance the entrepreneurship and small business support programs with a comprehensive range of financial assistance, training, networking, professional advice and educational opportunities.	X	X	X	X	X	Staff Time	Development Authority	Development Authority, Chamber of Commerce
Continue the Business Expansion & Retention Program and advocacy for existing industry.	X	X	X	X	X	Staff Time	Development Authority	Development Authority
Implement the Georgia Department of Economic Development's Business InSight program for analysis of existing industry.	X	X	X	X	X	Staff Time	Development Authority	Development Authority
Focus resources on supporting and expanding existing partnerships between local business and educational institutions, such as the CCSD Advisory Committees, Career Pathways, Partners in Education and Cherokee Focus.	X	X	X	X	X	Staff Time	CCSD, Chamber of Commerce	Cherokee County School District, Chamber of Commerce
Coordinating and streamline permitting processes and development regulations across all communities in Cherokee County.	X	X				Staff Time	County	Planning & Land Use, Engineering, Building Inspection, Fire Marshal
Encourage the redevelopment of underutilized shopping centers along major transportation corridors to broaden the retail and personal service offerings in Cherokee County.	X	X	X			Staff Time	County	BOC, Planning & Land Use
Housing								
Upgrade Dilapidated Housing	X	X	X	X	X	Unknown	private	Private Developers
Continue to use federal funds (CDBG & HOME) for the Cherokee County Home Repair Program targeted for low-income seniors and affordable home ownership programs.	X	X	X	X	X	\$1,750,000	County, CDBG	Community Services, GUCC
Construct housing for the elderly and handicapped.	X	X	X	X	X	Unknown	state and federal programs, private	Private Developers
Develop Senior Housing regulations.						Staff Time	County	BOC, Planning & Land Use
Identify areas with adequate infrastructure to provide affordable housing opportunities.	X	X	X	X	X	Staff Time	County	GIS, Planning & Land Use, Engineering
Facilitate County-wide meetings to encourage cooperation on affordable housing financing from federal and state sources.	X					Staff Time	County	Planning & Land Use
Review development ordinances to identify constraints and barriers to providing affordable housing.	X	X	X	X	X	Staff Time	County	Planning & Land Use

Project Description	FY2014	FY2015	FY2016	FY2017	FY2018	Estimated Total Cost	Funding Sources	Responsible Party
Community Facilities								
Review periodically Service Delivery strategies, level of services, and develop a plan to provide services to accommodate new growth.	X	X	X	X	X	Unknown	County	BOC, Public Safety, Engineering
Continue to identify, fund and implement Bells Ferry LCI projects	X	X	X	X	X	\$17,000,000	GDOT, ARC, County, Private	BOC, Planning & Land Use, Engineering, Private Developers
Parks and Recreation								
Barnett Park Renovations	X					\$600,000	Parks Bond	Recreation & Parks, BOC
Biello Park East (Riverside)	X					\$400,000	Impact Fees & Parks Bond	Recreation & Parks, BOC
Biello Park West	X					\$450,750	Impact Fees	Recreation & Parks, BOC
Dwight Terry Renovations	X					\$600,000	Parks Bond	Recreation & Parks, BOC
East Park (Cherokee Veterans)		X	X			\$8,000,000	Parks Bond	Recreation & Parks, BOC
Hobgood Park Phase II	X					\$1,300,000	SPLOST & Parks Bond	Recreation & Parks, BOC
Hobgood Park Renovations	X					\$2,000,000	Parks Bond	Recreation & Parks, BOC
Kenny Askew Park Renovations	X	X				\$200,000	Parks Bond	Recreation & Parks, BOC
Lighting Improvements at Sequoyah	X					\$200,000	Parks Bond	Recreation & Parks, BOC
Patriots Park	X	X	X			\$7,173,350	Parks Bond	Recreation & Parks, BOC
Park Maintenance Facility		X	X			TBD	Parks Bond, Impact Fees	Recreation & Parks, BOC
Recreation Center Renovations	X					\$300,000	Parks Bond	Recreation & Parks, BOC
Thacker Property (Alison Lane)				X		\$500,000	Parks Bond	Recreation & Parks, BOC
Waleska (NW) County Park	X					\$1,200,000	Parks Bond	Recreation & Parks, BOC
Weatherby Park Renovations	X					\$30,000	Parks Bond	Recreation & Parks, BOC
Transportation								
Roadway Improvements	X	X	X	X		\$60,000,000	GDOT, General Fund	BOC
Develop a Context-Sensitive Design Process such as the one recommended by the Georgia Department of Transportation.	X					Unknown	County, DCA, ARC	Engineering, Planning & Land Use
Expand Ride/Share Program	X					\$15,000	County, ARC, GRTA	Community Services

Project Description	FY2014	FY2015	FY2016	FY2017	FY2018	Estimated Total Cost	Funding Sources	Responsible Party
Install Park/Ride Lots	X	X	X	X		\$25,000 per lot	County, ARC, GRTA	Engineering, BOC
Develop Alternative Transportation Education Program	X	X	X	X		\$30,000	County, ARC	Engineering, ARC
Bells Ferry Road widening (2 phases)			X	X		\$28,444,533	Impact Fees	Engineering
Add Interchange at I-575/Rope Mill Road						\$12,000,000	GDOT, General Fund, SPLOST	BOC, City of Woodstock
Public Safety								
Sheriff's Training Facility	X					\$1,500,000	Impact Fees	Sheriff's Department, BOC
Fire Station 1 Expansion				X		\$150,000	Impact Fees, Fire District Fund	Fire Department, BOC
Fire Station 2 Replacement (Ball Ground)			X	X		Unknown	Impact Fees, General Fund	Fire Department, BOC
Fire Station 3 Replacement	X	X				\$1,500,000	Fire District, SPLOST	Fire Department, BOC
Fire Station 5 Replacement	X	X				\$1,800,000	Fire District, SPLOST	Fire Department, BOC
Fire Station 13 Replacement Station		X	X			\$1,200,000	Impact Fees, General Fund	Fire Department, BOC
Fire Station 15 Relocation & Replacement Station		X	X			\$1,500,000	Impact Fees, General Fund	Fire Department, BOC
Fire Station 32 Renovation		X				\$100,000	Fire District, SPLOST	Fire Department, BOC
Future Fire Station (new)				X	X	\$1,085,000	Impact Fees, General Fund	Fire Department, BOC
Fire - Emergency Services Training Facility	X	X				\$3,141,850	Impact Fees, SPLOST	Fire Department, BOC
Purchase property for Future Fire Facilities	X	X	X	X	X	\$750,000	County	Fire Department, BOC
Airport Crash Truck	X	X				\$800,000	Impact Fees, Fire District	Fire Department, BOC
Ladder Truck				X	X	\$1,000,000	Impact Fees	Fire Department, BOC
Fire Apparatus Replacement Program	X	X	X	X	X	\$800,000	SPLOST, Impact Fees	Fire Department, BOC
EMS Squad Replacement Program	X	X	X	X	X	\$700,000	County	Fire Department, BOC
Small Fleet Replacement Program	X	X	X	X	X	\$180,000	County	Fire Department, BOC

Project Description	FY2014	FY2015	FY2016	FY2017	FY2018	Estimated Total Cost	Funding Sources	Responsible Party
Library Services								
Library Collection Materials	X	X	X	X	X	\$835,512	Impact Fees, General Fund, SPLOST	Library System, BOC
Waleska Library Facility				X	X	\$4,307,000	Impact Fees, General Fund, State of Georgia	Library System, BOC
Water and Sewage								
Expand Sewer Service Area	X	X	X	X	X	\$60,000,000	CCWSA	County Water & Sewer Authority
Consolidate Water/Sewer Operations with one (1) Agency	X	X	X	X	X	Staff Time	CCWSA	County Water & Sewer Authority
School System								
Construct New Schools	X	X	X	X	X	\$41,000,000	Tax, bonds	Board of Education
Construct Additions to Existing Schools	X	X	X	X	X	\$235,000,000	Tax, bonds	Board of Education
Land Use & GIS								
Establish an agency to pursue implementing the Bells Ferry LCI Plan.	X	X	X			Unknown	County	BOC, Planning & Land Use
Create small area plans for areas experiencing significant growth pressures or infrastructure issues.	X	X	X	X	X	\$500,000	County	Planning & Land Use
Revise State Route 92 Corridor standards and regulations.	X	X				Staff Time	County	BOC, Planning & Land Use
Develop master plan for downtown Waleska and consider design guidelines for the "college-entertainment" core	X	X				Unknown	City, Reinhart College	Planning & Zoning, City of Waleska, Reinhart College
Continue to update annually the 5-year Capital Improvements Plan and STWP.	X	X	X	X	X	Staff Time	County	Planning & Land Use, Engineering, Public Safety, Parks & Rec.
Conduct annual review of Future Development Map, rezonings and capital projects for plan & map adjustments.	X	X	X	X	X	Staff Time	County	Planning & Land Use
Send a summary of all minor amendments annually to ARC.	X	X	X	X	X	Staff Time	County	Planning & Land Use
Develop Unified Code that combines the zoning ordinance, subdivision regulations and development regulations to consistently implement elements of the Community Agenda.	X	X				\$75,000 + Staff Time	County	Planning & Zoning, Engineering

Project Description	FY2014	FY2015	FY2016	FY2017	FY2018	Estimated Total Cost	Funding Sources	Responsible Party
Revise rezoning process to provide better information on land use changes and infrastructure impact for each proposal.	X	X				Staff Time	County	Planning & Zoning
Create design guidelines for each Character Area for residential and non-residential development.	X	X				Staff Time	County	Planning & Land Use, Engineering
Undertake a Comprehensive Plan update five years after adoption of this Plan.	X	X				Staff Time	County	Planning & Land Use





Cherokee County, Georgia Agenda Request

1.5

SUBJECT: IGA with City of Woodstock to Conduct Elections

MEETING DATE: 12/16/2014

SUBMITTED BY: Kim Stancil, Interim Elections Supervisor

COMMISSION ACTION REQUESTED:

Consider approval of Intergovernmental Agreement with Cherokee County and the City of Woodstock to conduct elections for the City of Woodstock.

FACTS AND ISSUES:

O.C.G.A. 21-2-45(c) states that the governing authority of any municipality may authorize any county within which that municipality wholly or partially lies to conduct any or all elections. Intergovernmental Agreement and fee schedule have been reviewed and approved by Woodstock City Council and Mayor, as well as Cherokee County Board of Elections and Registration.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

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

Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve Intergovernmental Agreement to conduct elections for the City of Woodstock.

REVIEWED BY:

Kim Stancil

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

STATE OF GEORGIA
COUNTY OF CHEROKEE

**INTERGOVERNMENTAL AGREEMENT
FOR CHEROKEE COUNTY
TO CONDUCT ELECTIONS FOR THE CITY OF
WOODSTOCK, GEORGIA**

THIS AGREEMENT entered into between the City of Woodstock, Georgia, a Municipal Corporation, lying wholly within the County of Cherokee, Georgia, hereinafter referred to as the "City," and Cherokee County, a political subdivision of the State of Georgia, (including the Cherokee County Board of Elections and Registration) hereinafter referred to as the "County."

WITNESSETH

WHEREAS, the Georgia General Assembly created a Cherokee County Board of Elections and Registration having jurisdiction over the conduct of primaries and elections (Ga. Laws 1991, p. 3830, *et seq.*, as amended), and provided that the Board of Elections and Registration shall, with regard to the preparation for, conduct and administration of primaries and elections, succeed to and exercise all duties and powers granted to and incumbent upon the election superintendent pursuant to Title 21 of the O.C.G.A.; and

WHEREAS, the city, in the performance of its governmental functions, desires to contract with the County to conduct all elections for the citizens of the City (including referenda, bond issues, special elections, second elections pursuant to O.C.G.A. § 21-2-520, *et seq.*, and run-off elections, hereinafter referred to as the "City Elections") as hereinafter described; and

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45 of the O.C.G.A., a City may by Ordinance authorize the County to conduct City Elections, and the City has heretofore adopted such an Ordinance; and

WHEREAS, the City and the County are also authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement for the conduct of City Elections; and

WHEREAS, O.C.G.A. § 36-70-20, *et seq.*, provides that local governments should develop a service delivery system that is efficient and responsive to citizens; and

WHEREAS, the County is willing to conduct City Elections under the terms and conditions contained herein to accomplish efficiency to the benefit of residents of the City and the County

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)

Conduct of City Elections

This Agreement shall govern the conduct of all the City Elections by the County. Polling places for City Elections shall be at locations mutually acceptable to the City and County. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements. In the event that any unscheduled City Election becomes necessary, the City and the County shall confer and reach a mutually convenient date to conduct any such election.

(2)

Time of Commencement and Completion of Services

The services to be performed pursuant to this Agreement shall commence upon signing of this Agreement and expire on **December 31, 2016**. This Agreement shall automatically be renewed for two (2) additional one-year terms (the "Renewal Term"), unless either party provides to the other party at least one hundred twenty (120) days written notice of termination prior to **December 31, 2016**. The rates set forth on Exhibit "A" shall be re-negotiated between the parties for any Renewal Term to account for increased or decreased costs to the County for provision of these services.

This Agreement may be terminated by either party by providing to the other party at least one hundred twenty (120) days prior written notice of termination at any time during the initial term or the Renewal Term.

In the event that the City: 1) fails to make payment to the County as required by this Agreement; 2) receives written notice from the County of such nonpayment; and 3) fails within thirty (30) days of such notice from the County to make proper payment to the County, then the County may terminate this Agreement, effective immediately, by providing written notice of termination to the City.

In the event of termination of this Agreement, all compensation theretofore due to the County for services rendered prior to such date of termination shall be tendered by the City to the County on or before said date of termination, subject only to the satisfactory performance of the County's obligations, if any remain, under the terms and conditions of this Agreement.

(3)

Duties and Responsibilities

The Supervisor of Elections and Registration of the Cherokee County Board of Elections and Registration, or his/her designee(s), shall perform any and all functions for the City in connection with the conduct of City Elections, with the exception of the following tasks to be performed by the City:

- a. Adoption of Election Resolutions and Calls, including placement of and payment for required advertisements, for City Elections ("the Calls") as required by Title 21 of the Official Code of Georgia;
- b. Pursuant to O.C.G.A. § 21-2-130, *et seq.*, setting of qualifying fees, placement of and payment for advertisements in the City's legal organ for qualifying of candidates and amounts of qualifying fees, (hereinafter "Qualifying")
- c. Preparing Qualifying materials for potential candidates and performing Qualifying of candidates, including any write-in candidates, for City Elections pursuant to O.C.G.A. § 21-2-130, *et seq.* All Qualifying fees shall be deposited into the City's general fund to help cover election costs;
- d. Submitting Resolutions and other appropriate election information as required to the Cherokee County Board of Elections and Registration and the Georgia Secretary of State, except for certification of returns pursuant to O.C.G.A. § 21-2-493
- e. Performing qualifying officer duties as required by the Georgia Government Transparency & Campaign Finance Commission for any and all state reports filed by candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- f. Verifying, in a timely manner, accuracy of voter list(s) for City residents;
- g. Paying for change of precinct voter registration cards and any notifications of changes in polling places for City residents.
- h. Ensuring that the City Clerk or her designee is available and readily accessible to the County: 1) during absentee voting periods under O.C.G.A. § 21-2-380; 2) all day on the day preceding day of, and day after any City Election; and 3) as may subsequently be necessary and requested by the County after any City Elections;
- i. Providing to the County a detailed map showing the City's Municipal Boundaries, Municipal Precinct Boundaries, and Voting District Boundaries in compliance with O.C.G.A. § 21-2-226 (c);
- j. Being responsible for all aspects of bond issues, except for City Elections duties specifically assigned to the County herein;
- k. Being responsible for all other required advertisements, except as specifically stated otherwise herein; and

- l. Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

The County Supervisor of Elections and Registration shall:

- a. Place the City's candidate(s), and/or referendum question(s) on the ballot for City Elections within a reasonable time after written notice from the City is received by the County (which notice shall include all necessary details and information), and the County shall have ballots printed or loaded into voting equipment as appropriate;
- b. Hire, train, supervise and pay poll officers and absentee ballot clerks;
- c. Prepare and submit to the City Clerk a draft voter registration list for review, editing and approval;
- d. Perform duties of election superintendent and absentee ballot clerk for City Elections;
- e. Place advertisements in the City's legal organ regarding logic and accuracy testing as required by Sections 183-1-12 - .02 and .07 of the Georgia Administrative Code (to be paid by the City in the event of no County/State/Federal election.);
- f. Provide staff, equipment and supplies for conducting City Elections at City polling places on City Election days and to conduct recounts as may be required;
- g. Certify City Election returns pursuant to O.C.G.A. § 21-2-493, submit certified City Election returns to the Georgia Secretary of State or City Clerk, or as otherwise required by law;
- h. Upon receipt of a notice from the City of a change in City precincts or voting districts, notify City residents of any change in voting districts and/or municipal precincts (costs involved for sending new voter registration cards will be borne by the City); and
- i. Answer, as appropriate, open records requests or complaints forwarded by the City to the County regarding the County's conduct of City Elections (not including Qualifying, Calls, and filing of State Ethics Commission Reports.)

In the event that a City Election is contested, the City shall defend and/or bear all costs incurred in responding to the election challenge, including, but not limited to, attorneys' fees and expenses associated with the election challenge and any appeals thereafter and as further defined in Section 5 of this Agreement. It is not the intent of the parties that the city should reimburse costs unreasonably incurred by the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

(4)

Costs Associated with Elections

It is understood between the parties that should a City Election be held in conjunction with a County, State, and/or Federal Election, the City shall be responsible for fifty percent (50%) of the costs associated with said City Election. Costs shall be as defined in the fee schedule attached hereto and incorporated as part of this Agreement as Exhibit "A"; and

It is further understood between the parties that a "stand alone" City Election conducted by the County on behalf of the City will mean the City will bear the full cost associated with said election in accordance with Exhibit "A"; and

The costs of any City Election shall be billed to the City within ninety (90) days after the date of the City Election. A detailed statement showing all costs and expenses incurred by the County, with the City's portion (if not a "stand alone" election) of said costs reflected, shall be submitted to the Office of the City Clerk, 12453 Highway 92, Woodstock, GA 30188. The City shall pay all invoices within thirty (30) days of receipt. Payments shall be payable to Cherokee County, Georgia and remitted to the County Supervisor of Elections and Registration at 400 East Main Street, Canton, GA 30114.

(5)

Legal Responsibilities

To the extent permitted under Georgia Law, the City shall indemnify and hold the County harmless from any liability resulting from any claims or litigation arising from or pertaining to any City Election, except claims regarding the willful acts of agents or employees of the County in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including but not limited to court costs and attorney fees, incurred by the County as a result of any such claim or litigation. The city shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. All legal services and defenses of litigation required by any Board or person arising from the aforementioned election under this Agreement shall be furnished by the City Attorney for the City. Should the City Attorney for any reason fail to provide the legal services referred to in this paragraph, the Supervisor shall have authority to engage the Cherokee County Attorney at the expense of the City; provided however, that all requests for legal assistance by the Cherokee County Board of Elections and Registration from the City Attorney to provide such services shall be communicated in writing to the City Manager before the City will be obligated to pay for legal services under this paragraph; provided further that the failure of the City Attorney to respond to a request made hereunder, within a responsible time shall be deemed to be refusal to furnish such service. County shall notify the City Manager in

writing of the determination that the City has failed to respond as contemplated hereinabove before incurring legal fees on its own behalf for which the City shall be responsible.

Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

(6)
Miscellaneous

- Section 601.** **Assignment.** Neither party shall, without written consent of the other party, assign or transfer this Agreement or any rights or obligations hereunder.
- Section 602.** **Amendment.** The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- Section 603.** **Construction of Agreement.** This Agreement shall be construed under the laws of the State of Georgia.
- Section 604.** **Severability.** If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of the parties to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.
- Section 605.** **Notice.** Any notice of communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, or when sent by overnight courier, addressed as follows:

City of Woodstock, Georgia:

Attn: Mayor
12453 Highway 92
Woodstock, Georgia 30188

Cherokee County, Georgia:

Cherokee County Supervisor of Elections and Registration
400 East Main Street
Canton, Georgia 30114

Or to such other address as either party may designate for itself by written notice to the other party from time to time.

Section 606. **No Third Party Rights.** This Agreement shall be exclusively for the benefit of the City and the County and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

Section 607. **Uncontrollable Circumstance.** The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations to include, but not limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties.

A party relying on the occurrence of an Uncontrollable Circumstance as an excuse for non-performance shall, as soon as is reasonably possible upon becoming aware of such an event and its consequences, notify the other party of the occurrence of such event and its consequences and shall take all reasonable efforts to eliminate the cause of such non-performance and to resume full performance in accordance with this Agreement.

Section 608. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.

Section 609. **Authority to Enter Agreement.** 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, the County and City both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 1st day
of December, 2014.

Cherokee County Board of Elections



Notary: Kimberly C. Stencil

Notary Public, Cherokee County, Georgia
My Commission Expires May 20, 2018

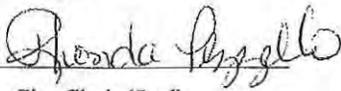
My Commission Expires: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this _____ day
of _____, 20____.

City of Woodstock, Georgia



By: Donnie Henriques, Mayor

Attest: 
City Clerk (Seal)

Cherokee County, Georgia

By: L.B. Ahrens, Chairman

Attest: _____
County Clerk (Seal)

EXHIBIT A FEE SCHEDULE

NOTE: Overtime shall be charged as to all County employees entitled to overtime from the County.

ELECTION DAY POLLING PLACES

- **Poll Workers** - flat rate per Election Day as follows:
 - Manager - **\$190** (1 required for each polling place)
 - Assistant Managers - **\$170** (2 required for each polling place)
 - Clerks - **\$140**
 - (If a clerk works ½ day at the polls, the pay is 50% of the flat rate fee).
 - Library Staff - \$10 per hour

- **Poll Workers (including early voting locations)** - **\$500 per election** for the following:
 - Poll worker recruitment (including student poll workers)
 - Assignment of poll workers
 - Development of poll worker training
 - Poll worker training
 - Poll worker payroll processing

- **Advance Voting Poll Workers**
 - Manager - **\$190** (1 required for each polling place)
 - Assistant Manager - **\$170** (2 required for each polling place)
 - Clerks - **\$140**
 - (If a clerk works ½ day at the polls, the pay is 50% of the flat rate fee).

- **Payment for personal use of cell phones**

- **Facility Rental**
 - Churches @ **\$100 per election**
(includes processing payment for use of polling site).

- **Assigning Polling Equipment** - **\$15 per hour**

- **Coordinating, scheduling, delivery, set-up and pick-up of voting equipment.**
 - **\$15 per hour**
 - **Cost of truck rental**

- **Database and Logic & Accuracy Testing (For TS Units, Express Polls)** - **\$15 per hour**

- **Polling Places** - **\$15 per hour** for the following:
 - Securing Polling Places
 - Contact Preparations
 - Arranging for building access

ABSENTEE BALLOTS AND CLERKS

- **Outreach Activities**
 - Website updates - **\$15 per hour** (not to exceed 4 hours)
 - Newspaper ads @ **cost**
- **Mailing out Absentee Ballot Applications and Ballots (upon request)**
 - Applications- labor - **55 cents per request**
 - Data entry of all required information and processing ballot, Processing received vote-by-mail ballot - **\$5.00 each**
- **Database and Logic & Accuracy Testing (For TS Units, OS Units, Express Polls and Laptops for Absentee Voting)** **\$15 per hour**
- **Optical Scan Ballots (Vote-by-Mail Absentee and Provisional Ballots)**
 - Printing of optical scan ballots - **charged at vendor's cost**
 - Ordering and proofing - **\$12 per hour**
 - Opening ballots - **\$10 per hour**

PROGRAMMING AND TABULATING OPTICAL SCAN BALLOTS

- **Programming Optical Scan Equipment** - \$15 per hour
- **Tabulating Optical Scan Ballots** - \$22.50 per hour
- **Election Night Tabulation for TS Units** - \$22.50 per hour
- **Certification** - Certifying results to the Secretary of State - **\$15 per hour**

OTHER COSTS

- **Ads** - The County will seek reimbursement from the City for the County's **costs for advertisements.**
- **Indirect/overhead costs** (in addition to the indirect and overhead costs of labor)
 - Mileage
 - Gas
 - Office supplies
 - Postage (to include certified express mail, shipping)
 - Copies (25 cents per copy)
 - Miscellaneous Labor (that is not listed)

If not a regular scheduled election, some cost to be pro-rated between the County, School Board, and/or Cities.



Cherokee County, Georgia Agenda Request

SUBJECT: Supplemental Grant Award

MEETING DATE: 12/16/2014

SUBMITTED BY: Jennifer Williams, Coordinator, Drug Accountability Court

COMMISSION ACTION REQUESTED:

Approve Supplemental State Grant Award of \$ 8,800 for Drug Accountability Court

FACTS AND ISSUES:

- Grant Award for period 01/01/2015 – 06/30/2015
- \$ 8,800 for contract personnel for drug treatment and lab services
- Required match will be met with existing personnel

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Amount Requested:

Remaining Budget:

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

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

Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD:

Jennifer Williams, Coordinator

AGENCY DIRECTOR:

COUNTY MANAGER

NATHAN DEAL
GOVERNOR



JACQUELINE BUNN
EXECUTIVE DIRECTOR

November 21, 2014

Judge Ellen McElyea
Blue Ridge Judicial Circuit Drug Court
Cherokee County Justice Center
90 North Street, Suite 390
Canton, GA 30114

Dear Judge McElyea,

Congratulations! I am pleased to inform you that the Accountability Court Grant Funding Committee has awarded a supplementary grant to Blue Ridge Judicial Circuit Drug Court the in the amount of \$8,800. This grant is effective January 1, 2015.

Enclosed is the supplemental award document that must be signed by the authorized official and returned to the Criminal Justice Coordinating Council at the following address:

Accountability Court Grant
Criminal Justice Coordinating Council
104 Marietta Street, Suite 440
Atlanta, GA 30303

If you have any questions regarding this award or the administration of your project, please feel free to contact **Ursula Kelley (404) 657-1968** or ursula.kelley@cjcc.ga.gov. I look forward to working with you and thank you for your service to the State of Georgia.

Sincerely,

Jacqueline Bunn
Executive Director

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

SUBGRANTEE: Cherokee County BOC ORIGINAL State FUNDS: \$142,693

SUPPLEMENTAL State FUNDS: \$8,800

IMPLEMENTING AGENCY: Blue Ridge Felony Accountability Court

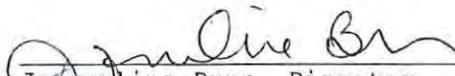
PROJECT NAME: Accountability Court TOTAL State AWARD: \$151,493

SUBGRANT NUMBER: J15-8-008 GRANT PERIOD: 01/01/15-06/30/15

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

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by January 15, 2015.

AGENCY APPROVAL


Jacqueline Bunn, Director
Criminal Justice Coordinating
Council
Date Executed: 11/21/14

SUBGRANTEE APPROVAL

Signature of Authorized Official

Typed Name & Title of Authorized
Official

Employer Tax Identification Number (EIN)

**ACCOUNTABILITY COURT FUNDING COMMITTEE
 SUPPLEMENTAL GRANT REQUEST
 FY'15**

COURT NAME: Blue Ridge Felony Accountability Court
 PRESIDING JUDGE: Ellen McElyea
 FY15 AWARD: 142,693
 Supplemental Award: 8,800
 Supplemental Supplemental Match: 978
 TOTAL FY15 AWARD: 151,493

<u>Budget Worksheet Category</u>	<u>Line Item Approvals</u>	<u>Category Total</u>
A.(1) Personnel/Salaries		
A.(2) Personnel/Fringe Benefits		
B. Equipment		
C. Supplies		
D. Travel		
E. Other		
E.(1) Contract Personnel	Lab Tech	5200
	Matrix	3600
E.(2) Drug Tests/Supplies		
 Total:		 8,800
 Supplemental Match:	Coordinator	 978

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

Instructions:

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

REVENUES:

Department			
Org Code	Object	Account Name	Amount
25820	334100-STAT	State Grant - Drug Acc Court	8,800.00
			8,800.00

EXPENDITURES:

Department			
Org Code	Object	Account Name	Amount
22151000	521200-STAT	Professional Services	8,800.00
			8,800.00

PURPOSE OF TRANSFER/ AMENDMENT

CJCC Accountability Court Grant J15-8-008 Supplemental Award 1
 for contract services for treatment and lab services

Department Head Approval: Jennifer Williams

County Manager Approval: _____

Date Approved by BOC (please attach a copy of Minutes) 12/16/2014

1.7



Cherokee County, Georgia Agenda Request

SUBJECT:

Impact Fee Exemption request from Rooker for
MSK Covertech.

MEETING DATE:

12/16/2014

SUBMITTED BY:**COMMISSION ACTION REQUESTED:**

Consider an Impact Fee Exemption request from Rooker on behalf of MSK for a 30,000 square foot building in the Cherokee 75 Corporate Park.

FACTS AND ISSUES:

Rooker plans to build a 30,000 sqft building designed to accommodate MSK Covertech, a manufacturer of packaging and industrial automation equipment. The total impact fee exemption requested is \$ 17,289.16 .

The Impact Fee Appeals Board considered this request on December 9, 2014 and voted (4-0) to recommend approval of the exemption as requested.

BUDGET:

Budgeted Amount:

Account Name:

Amount Encumbered:

Account #:

Amount Spent to Date:

Remaining Budget:

Amount Requested:

ADMINISTRATIVE RECOMMENDATION:

Consider the request at the December 16th BOC meeting.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> IFAB Recommendation to BOC	Cover Memo
<input type="checkbox"/> Rooker MSK Application	Backup Material

memo

Impact Fee Appeals Board

To: Cherokee County Board of Commissioners
From: Margaret Stallings
CC: Jerry Cooper, Jeff Watkins
Date: 12/10/2014
Re: Recommendation on Rooker - MSK Application

The Impact Fee Appeals Board met last night to consider the application from Rooker - MSK for an impact fee exemption on a new building in the Cherokee 75 Corporate Park. The 30,000 sqft building is being designed as the new North American Headquarters for MSK Covertech. The applicant has requested a 100% exemption with a total value of \$17,298.16 .

Based on the information presented at the meeting and included in the application, the Impact Fee Appeals Board voted (4-0) to recommend to the Board of Commissioners a 100% exemption as requested. The board members were impressed by the detailed business expansion plans presented by the MSK representatives, Braden Camp and Anthony Cappellino.



Cherokee County Project Impact Fee Certification

Project Information

Building Permit Number: PR20140003815
Building Address: Cherokee Parkway
Parcel Identification Number (PIN): 21-1105-0002 TIN: 21N06 285

Property Owner

Name: Cherokee County Development Authority City/State/Zip: Canton, Ga 30114
Address: 3605 Marietta Highway Phone # :

Impact Fee Calculation

Use(s) of Building

<u>Date Issued</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Total Amount</u>
December 02, 2014	Manufacturing	30,000	square foot	\$17,298.16

Fee Category

<u>Description</u>	<u>Amount</u>
Impact Fee-Manufacturing (Fire)	\$10,634.84
Impact Fee-Manufacturing (PSF)	\$5,299.02
Impact Fee-Manufacturing (Sheriff)	\$203.95
Impact Fee-Manufacturing (Roads)	\$656.52
Impact Fee-Manufacturing (Admin Fee)	\$503.82

Created By: Margaret Stallings

Notice: This Impact Fee Certification is valid for 180 days from the date of issuance. The total impact fee for the project matching the above description will not change as long as the building permit is issued within 180 days. This certification cannot be honored for any changes to use and/or quantity.



CHEROKEE | ECONOMIC
OFFICE OF | DEVELOPMENT

25 November 2014

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

Dear Mr. Cooper,

We are drafting this letter in support of Rooker's application for impact fee exemption. They have been chosen as the contractor on a recent international project at Cherokee 75 Corporate Park. The project consists of a 30,000 sq. ft. build to suite on 4.22 acres within the corporate park. The construction of the building will result in a capital investment of \$2,700,000.

The Development Authority of Cherokee County voted unanimously to support the application for exemption at their November 24, 2014 regular called meeting.

Please let me know if you have any questions. Thank you for your consideration.

Sincerely,

Misti Martin, President

Cherokee County Impact Fee Review Application

Type of Application

Check all that apply

- Exemption
 Credit
 Appeal
(Note: Credit may only be given for system improvements.)
 (Note: The decisions of the Impact Fee Administrator and Impact Fee calculations may be appealed.)

Applicant Information

Name	Knox Culpepper	Phone	404-402-8085
Company	Rooker	Fax	
Street Address	445 Bishop Street Suite 200	Email Address	
City	Atlanta	Preferred Contact Method	X Phone
State	GA		X Email
Zip	30318		

Property Information

Street Address	Cherokee Pkwy	City	Acworth
Tax Map		Parcel Number	
Zoning Case Number		Variance Case Number	

Please fill out information below if Applicant is NOT the Property Owner

Owner Name	Infra	Phone	770-928-1099
Street Address	4170 JVL Industrial Park Drive	State	GA
City	Marietta	Zip	30066

Exemption Details

Basis for Exemption

- Extraordinary Economic Development

Please attach the following information to complete waiver request:

- Certified Impact Fee Calculation
- Exemption Information Sheet

Amount of Requested Exemption

\$ 17,289.16

Credit Details

Brief Description of System Improvement(s)

Public Facility of Credit(s) Requested:

- Libraries
 Fire Protection
 Sheriff's Patrol
 Public Safety Facility
 Parks/Recreation
 Transportation

Amount of Requested Credit

\$

Total Value of System Improvement(s)

\$

Please attach the following information to complete credit request:

- Certified Impact Fee Calculation Information about system improvements for credit

Appeals Details

Type of Appeal

- Impact Fee Calculation
- Administrator Decision

Please attach the following information to complete waiver request:

- Certified Impact Fee Calculation
- Information concerning appeal

Brief Description of Appeal

Staff Use Only

Date Received _____

Date of Impact Fee Board Meeting _____

Date of Board of Commissioners Meeting _____

Impact Fee Exemption Information Sheet

Project Name & Address

MSK Covertch
Cherokee Parkway, Acworth, GA 30102

Brief Description of Project

This project consists of a 30,000 square foot build to suite building within the Cherokee 75 Corporate Park. This building will meet the high market demand for this product. Per the Cherokee Office of Economic Development, there have been over 2,500 searches for buildings and land within Cherokee this year alone. 88% of those searches were for buildings. Cherokee is in need of a building of this size. The construction of the building will result in a capital investment of \$2,700,000.00

Industry Classification

NAICS Code _____

Description _____

Capital Investment

Size of Facility (sqft and acres) 30,000 (4.22)

Type of Facility Construction Tilt-up Concrete with Steel Infill

Value of Investment

Land Cost _____

Building \$2,700,000.00

Equipment _____

Local Impact of Project

Annual Payroll at Facility _____

Average Wage _____

Number of Jobs Created and/or Retained _____

Job Skill Levels

Skilled _____

Unskilled _____

Development Authority Recommendation

Yes _____

No _____

If yes, please attach either the minutes of the meeting or a recommendation letter.

Additional Information

Please include any additional information here or as an attachment.



Cherokee County, Georgia Agenda Request

SUBJECT:
Impact Fee Exemption request for Reeves
Floral Products.

MEETING DATE:
12/16/2014

SUBMITTED BY:

COMMISSION ACTION REQUESTED:

Consider an Impact Fee Exemption request from Reeves Floral Products for a 50,000+ square foot addition to an existing building in the Airport Commerce Center.

FACTS AND ISSUES:

Reeves Floral Products plans to build a 50,000+ square foot addition to the existing building at 2300 Airport Industrial Drive. This expanded warehouse building is designed to allow the long-time county business to move some of their operations from North Carolina to Cherokee County. The value of the exemption would be \$21,840.07 .

The Impact Fee Appeals Board considered this request on December 9, 2014 and voted (4-0) to recommend approval of the exemption as requested.

BUDGET:

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

ADMINISTRATIVE RECOMMENDATION:

Consider the request at the December 16th BOC meeting.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> IFAB Recommendation on Reeves	Cover Memo
<input type="checkbox"/> Reeves Floral Application	Backup Material

memo

Impact Fee Appeals Board

To: Cherokee County Board of Commissioners
From: Margaret Stallings
CC: Jerry Cooper, Jeff Watkins
Date: 12/10/2014
Re: Recommendation on Reeves Floral Application

The Impact Fee Appeals Board met last night to consider the application from Reeves Floral Products for an impact fee exemption on a new building in the Airport Commerce Center. The 50,000 sqft addition to an existing building would allow the company to move some of its operations from North Carolina to Cherokee County. The applicant has requested a 100% exemption with a total value of \$21,840.07 .

Based on the information presented at the meeting and included in the application, the Impact Fee Appeals Board voted (4-0) to recommend to the Board of Commissioners a 100% exemption as requested. The board members felt this was an important project to support the growth of this long-term Cherokee County business.

Cherokee County Impact Fee Review Application

Type of Application

Check all that apply

Exemption

Credit

Appeal

(Note: Credit may only be given for system improvements.)

(Note: The decisions of the Impact Fee Administrator and Impact Fee calculations may be appealed.)

(Note: The decisions of the Impact Fee Administrator and Impact Fee calculations may be appealed.)

Applicant Information

Name	Stan Fitts	Phone	770-924-5230
Company	Reeves Floral Products, Inc.	Fax	678-841-1053
Street Address	10288 Hwy 92	Email Address	sfitts@rfpinc.net
City	Woodstock	Preferred Contact Method	<input type="checkbox"/> Phone <input checked="" type="checkbox"/> Email
State	GA		
Zip	30188		

Property Information

Street Address	2300 Airport Industrial Drive	City	Ball Ground
Tax Map		Parcel Number	
Zoning Case Number		Variance Case Number	

Please fill out information below if Applicant is NOT the Property Owner

Owner Name	Phone
Street Address	State
City	Zip

Exemption Details

Basis for Exemption

Extraordinary Economic Development

Please attach the following information to complete waiver request:

- Certified Impact Fee Calculation
- Exemption Information Sheet

Amount of Requested Exemption

\$ 21,840

Credit Details

Public Facility of Credit(s) Requested:

Libraries Fire Protection Sheriff's Patrol Public Safety Facility Parks/Recreation
 Transportation

Amount of Requested Credit

\$

Total Value of System Improvement(s)

\$

Please attach the following information to complete credit request:

- Certified Impact Fee Calculation
Information about system improvements for credit

Appeals Details

Type of Appeal

- Impact Fee Calculation
- Administrator Decision

Please attach the following information to complete waiver request:

- Certified Impact Fee Calculation
- Information concerning appeal

Brief Description of Appeal

Staff Use Only

Date Received _____

Date of Impact Fee Board Meeting _____

Date of Board of Commissioners Meeting _____

Impact Fee Exemption Information Sheet

Project Name & Address

Reeves Floral Products 2300 Airport Industrial Dr. Ball Ground, GA. 30107

Brief Description of Project

Considering adding 50,000+ sq ft to existing warehouse and moving some of our distribution from North Carolina to Cherokee County.

Industry Classification

NAICS Code 424930
Description Floral Wholesale Distribution

Capital Investment

Size of Facility (sqft and acres) 50,000+ additional
Type of Facility Construction Block/Brick warehouse
Value of Investment
Land Cost Existing Land
Building 1,900,000.00
Equipment 225,000.00

Local Impact of Project

Annual Payroll at Facility 1,300,000.00
Average Wage Around 40,000+
Number of Jobs Created and/or Retained 30+
Job Skill Levels
Skilled 15
Unskilled 15

Development Authority Recommendation

Yes _____ No _____

If yes, please attach either the minutes of the meeting or a recommendation letter.

Additional Information

Please include any additional information here or as an attachment.

Reeves Floral Products has been in business in Cherokee County for over 50 years. We own another distribution company in the same industry in Charlotte, NC. We would like to move some of that distribution to Cherokee County if it makes sense cost wise to do so.



Cherokee County Project Impact Fee Certification

Project Information

Building Permit Number: PR20140003826

Building Address: 2300 Airport Industrial Dr, Ball Ground, GA 30107

Parcel Identification Number (PIN): 14-0295-0106 TIN: 14N27 111 F

Property Owner

Name: Reeves Floral Products, Inc

City/State/Zip: WOODSTOCK, GA 30188

Address: 10288 HIGHWAY 92

Phone # :

Impact Fee Calculation

Use(s) of Building

<u>Date Issued</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Total Amount</u>
December 02, 2014	Warehousing	52,294	square foot	\$21,840.07

Fee Category

<u>Description</u>	<u>Amount</u>
Impact Fee-Warehousing (Fire)	\$12,994.20
Impact Fee-Warehousing (PSF)	\$6,474.62
Impact Fee-Warehousing (Sheriff)	\$249.20
Impact Fee-Warehousing (Roads)	\$1,485.93
Impact Fee-Warehousing (Admin Fee)	\$636.11

Created By: Margaret Stallings

Notice: This Impact Fee Certification is valid for 180 days from the date of issuance. The total impact fee for the project matching the above description will not change as long as the building permit is issued within 180 days. This certification cannot be honored for any changes to use and/or quantity.



CHEROKEE | ECONOMIC
OFFICE OF | DEVELOPMENT

25 November 2014

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

Dear Mr. Cooper,

We are currently working with Reeves Floral Products on an expansion of their current facility within Airport Commerce Center in the Ball Ground area. Reeves Floral Products has been in business in Cherokee County for over 50 years. They own another distribution company in the same industry in Charlotte, NC. They would like to move some of that distribution to Cherokee County if the business case makes sense.

The 50,000 sq. ft. expansion of the building will result in a capital investment of \$2,125,000. The project will result in job creation/retention of 30+ jobs. The Development Authority of Cherokee County voted unanimously to support the application for exemption at their November 24, 2014 regular called meeting.

Please let me know if you have any questions. Thank you for your consideration.

Sincerely,

Misti Martin, President



Cherokee County, Georgia Agenda Request

2.1

SUBJECT: Renewal of RMA PSA

MEETING DATE: December 16, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve renewal of contract between Cherokee County and Rindt-McDuff Associates, Inc. (RMA) for the Blalock Road Landfill closure at a cost not to exceed \$153,300.

FACTS AND ISSUES:

Rindt-McDuff Associates, Inc. (RMA) has performed professional services in conjunction with the Blalock Road Landfill closure project. RMA has reduced their fees approximately 10% from 2009 – from \$163,000 in 2009 to \$147,300 in 2014, and is requesting a slight increase to \$153,300, or 4.1%. Services include:

- Appendix I Groundwater Sampling and Reporting
- Appendix II Groundwater Sampling and Reporting
- Monthly and Quarterly Methane Monitoring
- Project Management/Regulatory Liaison
- Blalock Road Methane Mitigation Supervision
- Enhanced Monitored Natural Attenuation Testing

BUDGET:

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

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

ADMINISTRATIVE RECOMMENDATION:

Approve renewal of PSA between RMA and Cherokee County for amount not to exceed totaling \$153,300.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



Rindt-McDuff Associates, Inc.
Engineering and Environmental Consulting

December 1, 2014

Mr. Jerry Cooper
County Manager
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

**Subject: Proposal for 2015 Professional Services Contract
Blalock Road Landfill**

Dear Mr. Cooper:

Rindt-McDuff Associates, Inc. (RMA) is submitting this proposal to continue the Professional Services for the Blalock Road Landfill. This proposal was prepared as a Lump Sum cost for the continued post-closure care of the site for the 2015 calendar year. RMA's anticipated activities and associated cost for the upcoming year are as follows:

REQUIRED SCOPE OF WORK

Groundwater Sampling – Appendix I & Appendix II Testing

RMA will continue to provide services required to complete the regulatory required semi-annual groundwater sampling and all associated reporting requirements for the Site. The Assessment (Appendix II) groundwater-sampling event will occur in April 2015 and the Detection (Appendix I) groundwater-sampling event will occur in October 2015.

Methane Sampling

Monthly Methane monitoring events will occur each month throughout the year. Currently groundwater wells will be monitored for methane on a quarterly basis. For each event, RMA will also include the testing of approx. 10 methane geo-probe points along Blalock Road to track the effectiveness of the Methane Abatement System that was installed in September of 2011 and updated in 2013. A revised methane monitoring plan was submitted to the Georgia Environmental Protection Division (GAEPD) earlier this year in an effort to reduce the number of methane monitoring points. At this time the plan has not been approved.

Project Management, Regulatory Liaison, Hazardous Waste Trust Fund Submittal

Several branches at the GAEPD exercise oversight and review of the landfill. These separate branches often submit requests for information, ask for site meetings, or require coordination activities. RMA manages these requests and coordinates with the regulatory agency on behalf of Cherokee County. RMA also prepares the submittal package each year for the Hazardous Waste Trust Fund for potential reimbursement of remediation expenses incurred at the landfill. RMA also addresses various community issues

Mr. Jerry Cooper

RE: Proposal for 2015 Professional Services Contract for the Blalock Road Landfill

December 1, 2014

concerning the landfill and its relationship to surrounding neighbors. Updated post-closure cost estimates are also prepared and submitted to the County's auditors on an annual basis.

Blalock Road Methane Mitigation

In 2010-2011, it was observed that methane was migrating into the right of way along Blalock Road. In response to this fact, EPD required the county to install a methane mitigation system to contain the methane within the fence boundary. This system was converted to an active system in September of 2011 and updated in 2013 and 2014. This low cost option, has successfully reduced the methane levels in MP-16, however MP-15 still registers higher methane levels than hoped for and is currently being monitored.

Methane levels exceeding allowable limits have also been noted this year in several other wells, primarily MP-12, MP-40 and MP-41. Due to the exceedances, EPD may require additional corrective measures, which could involve well relocations or other mitigative measures. At this time, we are continuing to monitor the situation on a monthly basis and the County is limiting access to the site.

Enhanced Monitored Natural Attenuation Pilot Test

The County has been involved in an ongoing pilot test for Enhanced Monitored Natural Attenuation (EMNA). This program was recommended by RMA and is a process in which electron donors are injected into the groundwater (drill 2 wells and pour in soybean oil or other electron donors) up-gradient of the problem wells. The two donor wells and two testing wells were installed in 2009 and testing began in 2010. Although the results are encouraging, no definitive results have been established. Working with GAEPD in 2013, we extended the pilot study for an additional two years. These wells will continue to be monitored to see if there has been further reduction of Chlorinated Hydrocarbons due to the introduction of electron donors. An annual EMNA report will be prepared and submitted to EPD.

It is hoped that this low cost pilot test will enhance the natural bioremediation occurring in this area and bring all constituents into compliance with the groundwater MCLs. If successful, EPD has indicated that they would like to see the program expanded at the end of the two year extension.

COMPENSATION

RMA's Lump Sum costs to conduct activities at the Site for calendar year 2015 are as follows:

<u>Required 2015 RMA Tasks</u>	<u>2015 Cost</u>
▪ Appendix I Groundwater Sampling and Reporting	\$ 41,000
▪ Appendix II Groundwater Sampling and Reporting	\$ 57,000

Mr. Jerry Cooper

RE: Proposal for 2015 Professional Services Contract for the Blalock Road Landfill

December 1, 2014

▪ Monthly and Quarterly Methane Monitoring	\$ 32,000
▪ Project Management/Regulatory Liaison/Funding	\$ 10,800
▪ Blalock Road Methane Mitigation Supervision	\$ 2,800
▪ Enhanced Monitored Natural Attenuation Testing	\$ 9,700
2015 RMA NOT-TO-EXCEED COST	\$ 153,300

Above is the itemized Scope of Work and Compensation covering the 2015 landfill tasks. If this is acceptable, please incorporate this Scope and Fee into the Standard Cherokee County Contract and we will continue to manage the landfill without interruption.

Should the County request additional services during the year, or GAEPD require additional mitigative services, RMA will provide a separate task order with the proposed scope of work and cost estimate for the County's approval.

Again we appreciate this opportunity to be of service to Cherokee County. We maintain that RMA is a highly qualified team and that our philosophy of seeking the most cost-effective solution to the continued care of the landfill and its associated compliance issues will continue to serve the County's best interest on this project for years to come.

It is a pleasure working with you and your staff and I look forward to continuing my services as Project Manager for your landfill project. If you have any questions concerning this matter, please do not hesitate to call me at (770) 427-8123.

Sincerely,

RINDT-MCDUFF ASSOCIATES, INC.



Richard J. Akin
Principal



Cherokee County, Georgia Agenda Request

SUBJECT: Transfer of Assets

MEETING DATE: December 16, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider policy to allow a transfer of assigned weapons of law enforcement officers who have at least 30 years of service and retiring in good standing with the County to be reimbursed for the fair market value of the weapons.

FACTS AND ISSUES:

The Sheriff's Foundation is requesting to pay fair market value for Chief Deputy Vic Wests' side arm (Glock Model 35, 40 caliber) and rifle and transfer both assigned weapons to Chief Deputy West.

BUDGET:

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

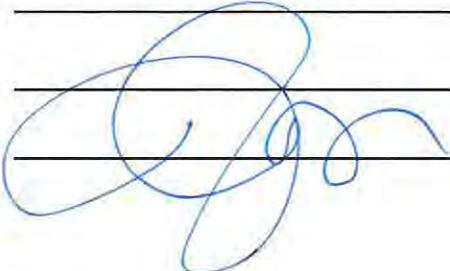
Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.
 Contract: Yes No Ordinance/Resolution: Yes No
 Note: Contracts, ordinances & resolutions require prior review and approval by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of policy and transfer of weapons.

REVIEWED BY:

DEPARTMENT HEAD: _____
 AGENCY DIRECTOR: _____
 COUNTY MANAGER _____



Alpharetta

G E O R G I A U S A



MAYOR
David Belle Isle

COUNCIL
D.C. Aiken
Michael Cross
Jim Gilvin
Mike Kennedy
Donald F. Mitchell
Chris Owens

CITY ADMINISTRATOR
Robert J. Regus

CITY HALL
Two South Main Street
Alpharetta, Georgia 30009
Tel: 678.297.6000
Fax: 678.297.6001

24-HOUR INFORMATION
www.alpharetta.ga.us

Chief Deputy Victor West
Cherokee County Sheriff's Office

9-22-14

Ref: Weapon transfers

Sir, the following is the process that we use to transfer assigned handguns to retiring officers:

Director Gary D George of the Alpharetta Department of Public Safety presented to the Alpharetta City Council a proposal of transferring assigned weapons to retiring officers. This would be the Officer's issued sidearm only. The Public Safety Foundation would pay the City a sum to meet the weapons current replacement price. The Department would assume the responsibility of replacing the weapon in the Department's inventory. A notation would be made on the permanent weapon issue card of the retirement issue of the weapon to the Officer. A letter of transfer signed by the Officer, witnessed by the Department Armorer and approved by the Director of Public Safety would then be notarized and kept with the weapon issue card and maintained for life. Under Federal GAC and in accordance with State law no other records would need to be created or maintained. This would apply to officers that had exceeded a minimum of 10 years and were retiring in good standing from the City of Alpharetta Department of Public Safety.

The City of Alpharetta approved the proposal and we have issued 4 weapons in the last 5 years.

Best Regards,

Police Captain Sanford L West
Office of Professional Standards
Alpharetta Department of Public Safety
2565 Old Milton Parkway
Alpharetta Ga. 30009
678-297-6320
swest@alpharetta.ga.us





MAYOR
David Belle Isle

COUNCIL
D.C. Aiken
Michael Cross
Jim Gilvin
Mike Kennedy
Donald F. Mitchell
Chris Owens

CITY ADMINISTRATOR
Robert J. Regus

CITY HALL
Two South Main Street
Alpharetta, Georgia 30009
Tel: 678.297.6000
Fax: 678.297.6001

24-HOUR INFORMATION
www.alpharetta.ga.us

Alpharetta Department of Public Safety
2565 Old Milton Pkwy
Alpharetta Ga. 30009
678-297-6306

Weapon Transfer

Lt. John Porter #112

On 06-28-2013 The Alpharetta Department of Public Safety has transferred ownership of 1 ea. Glock Pistol Model 21SF in 45 cal. Serial number MUV 434 from the Department Armory to Lt. John Porter as his retirement weapon.

I hereby take possession of above weapon as rightful owner:



Lt. John Porter

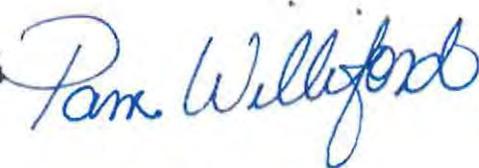


Witness Captain Sanford West Armorer



Approval Director of Public Safety Gary D. George

Notary Public, Forsyth County, Georgia
My Commission Expires October 17, 2014





File # _____

**Alpharetta Police Department
Weapon Assignment and Maintenance Log**

Weapon Type PISTOL	Make GLOCK	Model 21SF	Serial Number MUV434
Caliber .45	Barrel Length 4"	Purchase Date 03/23/2009	Purchased From SPD
Date Removed from Service	Disposition		

Assignment Log

Issued To J. Porter	Badge # 112	Date Issued 5-19-09	Officer's Signature <i>[Signature]</i>
Condition New	Issuing Armorer H. Holcomb	Issuing Armorer's Signature <i>[Signature]</i>	
Date Returned 5/17/13	Officer's Signature J. Porter	Returning Armorer's Signature <i>[Signature]</i>	
Notes For Retirement prep			

.....

Issued To	Badge #	Date Issued	Officer's Signature
Condition	Issuing Armorer	Issuing Armorer's Signature	
Date Returned	Officer's Signature	Returning Armorer's Signature	
Notes			

.....

Issued To	Badge #	Date Issued	Officer's Signature
Condition	Issuing Armorer	Issuing Armorer's Signature	
Date Returned	Officer's Signature	Returning Armorer's Signature	
Notes			



Cherokee County, Georgia Agenda Request

SUBJECT: Fire Services Agreement – Ball Ground MEETING DATE: December 16, 2014

SUBMITTED BY: Chief Tim Prather

COMMISSION ACTION REQUESTED:

Approve 5-year fire services agreement between Cherokee County and the City of Ball Ground commencing on October 1, 2013.

FACTS AND ISSUES:

The current fire services agreement expired on July 24, 2013 and is attached for reference. The original agreement was adopted on July 24, 1998 for an initial period of ten years with an automatic renewal for an additional 5-year period.

The new fire services agreement has been adopted by the Ball Ground Mayor and City Council and was modeled using the Holly Springs Fire Services Agreement recently renewed by the Board of Commissioners and the City of Holly Springs. The Ball Ground agreement does not include a credit for fire plan review and inspections and does not reference Tax Allocation District credits.

BUDGET:

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

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

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

ADMINISTRATIVE RECOMMENDATION:

Approve 5-year Fire Services Agreement

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

FIRE & EMERGENCY SERVICES AGREEMENT
Between
CHEROKEE COUNTY AND
CITY OF BALL GROUND

This Agreement is made and entered into this 1st day of October, 2013, by and between the CHEROKEE COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners, (the "County"), and the CITY OF BALL GROUND, a political subdivision of the State of Georgia, acting by and through its governing authority, the Mayor and City Council for the City of BALL GROUND, (the "City"), collectively referred to as the Parties.

WHEREAS, the County presently furnishes, within its own boundaries and within the City, certain fire and emergency services, including fire suppression, rescue, hazardous material response, fire prevention, emergency medical services (life support), as well as administrative services necessary to support said programs; and

WHEREAS, the City is desirous of contracting for fire and emergency services for the City of BALL GROUND; and

WHEREAS, the Constitution of the State of Georgia, *Art. IX, § III, Para. I*, authorizes local governments to enter into agreements for joint or cooperative action; and

WHEREAS, the Parties desire to provide for a more effective, economical and efficient means of providing fire and emergency services within the City by maximizing the use of personnel, facilities and equipment;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereafter set forth, the Parties do hereby agree as follows:

1. TERM:

The term of this Agreement shall be for a period of five (5) years, commencing on October 1, 2013 and ending on the 30th day of September, 2018, and shall automatically renew for an additional five (5) years, unless the governing authority of one or both Parties takes affirmative action not to renew at the end of the initial term, said term is modified by mutual agreement, or the Agreement is terminated as outlined in Article 12.

2. SERVICE AREA:

The services contracted for herein shall be provided within the corporate limits of the City of BALL GROUND, State of Georgia, as amended through annexation during the term of this Agreement. The expectation is that, by working jointly, the Parties will improve their protection class rating from five (5) to (4) within the contract period.

3. DURING THE TERM OF THIS AGREEMENT, THE CITY SHALL:

a. Pay to the County compensation, the amount of which shall be determined as follows:

First, take the current millage rate of 3.394, or the rate charged unincorporated property if different, and multiply that by 100% of the "Net M&O Tax Digest 40% Value" (Gross Digest

less Exemptions M&O) for the BALL GROUND Tax District, as shown on the County Tax Digest approved by the State of Georgia Department of Revenue (an example of which is attached hereto and marked Exhibit "A").

For example, using this formula based on the 2012 tax digest, the amount of compensation would be determined as follows:

- (i) One would multiply the millage rate and the "Net M&O Tax Digest 40% Value":

$$.00394 \times \$46,961,417 \text{ (2012 "Net M\&O Tax Digest 40\% Value")} = \$185,027.98$$

Payment is due to the County by May 1 each year for services provided during that fiscal year. For example: Payment for services provided by the County for fiscal year 2014 (October 1, 2013 – September 30, 2014) shall be based on the 2013 tax digest and shall be due to the County on May 1, 2014.

- b. Notify the County Fire Chief by e-mail in the event the City makes any changes in the road or street network within the City, temporarily or permanently closes any road or street to vehicular traffic or becomes aware of any changes or interruptions in the water service to any area within the City.
- c. Work cooperatively with the County to maintain an ISO protection class rating of five (5) and accomplish the Parties' goal of achieving a rating of four (4).

4. THE COUNTY SHALL:

- a. Work diligently to respond to all emergency fire, hazardous material, and lifesaving related alarms within the City in a time intended not to exceed eight (8) minutes, and provide fire prevention, pre-fire inspection, hydrant flow, community services and such other usual and customary services as are provided within the County. The County agrees to work cooperatively with the City to maintain an ISO protection class rating of five (5) for the fire department, but will not guarantee a rating of five (5) if actions or inactions by the City (i.e., annexation, code enforcement, water availability) impact the ability to maintain a protection class rating of five (5) or achieve a rating of four (4).
- b. Ensure staffing at Station 2 is sufficient to provide the services identified in this Agreement, which staffing should include an average of three (3) fully qualified and firefighter trained personnel twenty-four (24) hours per day seven (7) days a week during the term of this Agreement. During the term of this Agreement, the individuals used to staff Station 12 will be determined by the County's Fire Chief using acceptable industry standards, and the Fire Chief shall consult with the City Manager regarding staffing concerns. 2
- c. Ensure that an ambulance (squad) is assigned and deployed from Station 2 to respond to ALS alarms.
- d. In responding to specific incidents, rely on support provided by personnel, apparatus and equipment deployed from Stations 2 and surrounding stations.
- e. Discuss with the City, prior to implementation, any operational changes or new programs, which may impact future costs or levels of fire service to the City.

- f. Provide quarterly reporting to the City of equipment deployment, as well as total call volume, type and location in the City, and emergency calls inside the City and the County from Stations 12. 2

5. THE COUNTY AND CITY EACH AGREE TO:

- a. Provide written notice at least ninety (90) days in advance of any proposed changes in its ordinances, laws or regulations which would impact the delivery of fire services set forth herein or which would increase or change the level of services required. The Parties agree that if one Party makes changes to its ordinances, laws or regulations that impact the obligations of the other Party hereunder, the other Party shall have the opportunity to notify the Party making the changes of its decision to accept or reject the changes proposed as well as any additional payment or payment deduction that may be required related thereto.
- b. Mutually decide on the need for capital additions and replacements at stations serving the City, and negotiate a fair and reasonable sharing of such capital costs.

6. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Each of the Parties agree that, insofar as it is authorized to do so by applicable law, it will protect, save and hold harmless the other Party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.

7. LIABILITY INSURANCE:

During the term of this Agreement, the County shall provide the City with a certificate of insurance evidencing commercially reasonable property damage, collision and liability insurance coverage for all apparatus and equipment owned by the City and operated by the County and/or the BALL GROUND Volunteer Fire Department. Said certificate of insurance will indicate the limits of liability indemnification and the coverage period.

8. ENFORCEMENT OF CODES:

- a. The City agrees, during the term of this Agreement or any extensions thereof, to enact and enforce building and fire codes at a level at least equivalent to the codes and enforcement provided by Cherokee County within the County and as required by State of Georgia minimum codes in accordance with Georgia Law.
- b. It is acknowledged by the Parties that the County has assumed no duty to provide code enforcement or building or fire inspection services that might be required under Georgia Law or any ordinance of the City. It is further acknowledged that the Parties recognize the County, by statute, has no authority or duty to enforce any provisions of such code or to enforce any ordinances of the City unless authorized by intergovernmental agreement.

9. DEFAULT:

Failure by either Party to perform its obligations under the terms and conditions of this Agreement shall be deemed a breach and shall entitle the other Party to declare a default and/or terminate this Agreement.

Should either Party file suit, commence any other legal or equitable proceeding against the other for breach of this Agreement or should arbitration proceedings be commenced, the prevailing Party shall be entitled to recover all of its expenses, including attorney's fees, court costs and arbitration expenses in addition to any damages or other judgment allowed.

10. WAIVER:

Failure by either Party to strictly enforce any provision hereof or to declare a breach shall not constitute a waiver thereof, nor shall it waive said Party's right to demand strict performance of that or any other provision of this Agreement at any time thereafter.

11. CONTRACT RENEWAL:

No later than six (6) months prior to the expiration of this Agreement, the County will provide the City with a proposal for renewal of this Agreement, if such renewal is desired, which includes a five (5) year comprehensive plan for services to be provided to the City as defined in Article 4 (a) above and the cost of providing said services to the City. Negotiations for renewal of this Agreement, if such renewal is desired, shall commence not later than six (6) months prior to the expiration of this Agreement.

12. ENTIRE CONTRACT:

This instrument constitutes the entire agreement between the Parties and supersedes all prior agreements. The Parties further acknowledge that any oral representations or understandings not included herein are excluded and agree that any modifications of this Agreement shall have no force or effect unless in writing signed by both Parties.

13. TERMINATION:

This Agreement may be terminated for convenience by either Party when that Party gives notice to the other Party in writing at least twelve (12) months prior to its intended withdrawal from this Agreement.

14. SEVERABILITY:

Should any portion, clause, term, article or other provision of this Agreement be declared invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the validity of the remaining sections shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular clause or provision held to be invalid.

15. THIRD PARTY BENEFITARIES:

This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

16. MUTUAL AID AGREEMENT:

If this Agreement is terminated or not renewed for any reason, the Parties agree to work cooperatively and negotiate a mutual aid agreement for fire and emergency services.

17. NOTIFICATION:

Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing by certified mail, return receipt requested, by enclosing said notice in a postage prepaid envelope addressed as follows:

To the County:

County Manager
1130 Bluffs Parkway
Canton, GA 30114

To the City:

City Manager
P.O. Box 285
BALL GROUND, GA 30107

18. AUTHORITY:

Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

19. RECORDS:

Each Party shall maintain records relating to matters covered by this Agreement as required by Georgia law. Such records shall be maintained for a period of three years following the termination of this Agreement.

20. NON-DISCRIMINATION:

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Parties agree that, during performance of this Agreement, each Party, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, each Party agrees to comply with all applicable implementing regulations and shall include the provisions of this Section 20 in any subcontract for services contemplated under this Agreement.

21. IMMIGRATION COMPLIANCE:

Pursuant to O.C.G.A. § 13-10-91, *et seq.*, the Parties shall not enter into a contract for the physical performance of services within the State of Georgia unless the other Party shall provide evidence on forms attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the contract to ensure that no unauthorized aliens will be employed. Each Party hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "C", and submitted such

affidavit to the other Party. In the event a Party employs or contracts with any subcontractor(s) in connection with the covered contract, the Party employing or contracting with any subcontractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "D", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement.

The Parties hereby agree to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Each Party's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "C" and incorporated herein by this reference.

The Parties agree that the employee-number category designated below is correct in relation that that Party's employee status.

COUNTY:

CITY:

_____ 500 or more employees
_____ 100 or more employees
_____ Fewer than 100 employees

_____ 500 or more employees.
_____ 100 or more employees.
_____ Fewer than 100 employees

Each Party hereby agrees that, in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, such Party will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

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

22. FORCE MAJEURE:

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

[SIGNATURES ON FOLLOWING PAGE]

APPROVED by the Cherokee County Board of Commissioners this ____ day of _____, 2013.

CHEROKEE COUNTY

L. B. Ahrens, Jr., Chairman

ATTEST:

Christy Black, County Clerk

APPROVED AS TO LEGAL FORM:

Angela Davis, County Attorney
JARRARD & DAVIS, LLC



APPROVED by the Mayor and Council of the City of BALL GROUND this 14th day of November, 2013

CITY OF BALL GROUND



Rick Roberts, Mayor

ATTEST:



Karen Jordan, City Clerk

APPROVED AS TO LEGAL FORM:

City Attorney

EXHIBIT "A"

[INSERT COUNTY TAX DIGEST
AS APPROVED BY THE STATE OF GEORGIA DEPARTMENT OF REVENUE]

EXHIBIT "B"

**[INSERT CERTIFICATION OF TAX INCREMENT BASE FOR THE TAX DISTRICT
DEFINED AS "BALL GROUND NEW TOWN CENTER REDEVELOPMENT PLAN – TAX
APPLICATION DISTRICT ONE"]**

EXHIBIT "C"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Local Government Entity

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "D"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

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

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

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

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

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:



Cherokee County, Georgia Agenda Request

SUBJECT: Guardrail Installation and Repair
Roscoe Collett Road

MEETING DATE: December 16, 2014

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider a proposal from Martin-Robbins Fence Company, Inc., for the installation of guardrail along portions of Roscoe Collett Road in the amount of \$49,016.00.

FACTS AND ISSUES:

The Roads and Bridges Department recently completed improving and paving Roscoe Collett Road. Guardrail will be installed along several sections of that roadway. The total length is 1,775 feet.

Martin-Robbins Fence Company holds the annual contract for guardrail installation and repairs with Cherokee County.

Cherokee County uses the services of a guardrail contractor to provide the County with guardrail installation where requested and warranted on existing County roadways, where needed on Roads & Bridges in-house construction projects and as needed for guardrail repairs.

BUDGET:

Budgeted Amount:	\$ 50,000.00	Account Name: Misc. Guardrail
Amount Encumbered:	\$ 0.00	Account #: 64002
Amount Spent to Date:	\$ 0.00	
Amount Requested:	\$ 49,016.00	
Remaining Budget:	\$ 984.00	

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:

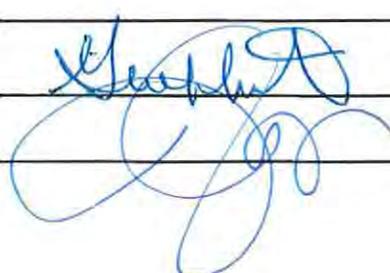
Approval of a proposal from Martin-Robbins Fence Company, Inc., for the installation of guardrail along portions of Roscoe Collett Road in the amount of \$49,016.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____





Cherokee County, Georgia Agenda Request

SUBJECT: SFY15 ARC Sub-grant Amendment.

MEETING DATE: 12/16/2014

SUBMITTED BY: Nathan Brandon, Director

COMMISSION ACTION REQUESTED:

Formally accept and authorize Chairman to sign SFY15 Sub-grant Agreement Amendment 1.

FACTS AND ISSUES:

On August 8, 2014, the Board approved the SFY15 Sub-grant Agreement for the period July 1, 2014 thru June 30, 2015. Amendment 1 has been issued by ARC and needs to be formally accepted by the County, signed and returned to ARC.

There is no budget amendment to the CFY2015 (October 1, 2014 – September 30, 2015) adopted budget needed at this time; the County FY2015 budget was built using these amended contract amounts. Amendments throughout the contract period by ARC are routine as funding fluctuates and the County does a budget amendment at the end of each fiscal year to balance the Senior Center Fund. This annual fiscal year end budget amendment takes into consideration any contract amendments issued throughout the year.

The below chart shows the original SFY15 contract amounts and the amended contract amounts (which were effective 10-1-2014):

Funding Source	Original Contract Award Amount	A1 Contract Award Amount	Difference
Federal Monies	\$329,568	\$419,964	+\$90,396
State Monies	\$239,921	\$243,718	+3,797
County Share*	\$36,639	\$46,957	+\$10,318
Voluntary Client Contributions	\$23,251	\$6,051	-\$17,200
Total	\$629,379	\$716,690	+\$87,311 (net)

**this is the mandatory County share to match the federal monies; this is not the total County general fund contribution.*

The amendment is due to an increase reimbursement rate in the meals program (Title 3B and Title 3C Funding) to \$8.12 per unit from a previous \$5.57 for Home Delivered Meals and to \$16.26 per unit from a previous \$12.66 for Congregate Meals. Actual costs, based on the budget prepared for ARC in May 2014, is \$8.12 per unit for Home Delivered Meals and \$21.44 per unit for Congregate Meals.

BUDGET:

Budgeted Amount:	\$1,138,909	Account Name:	Senior Services Fund 221
Amount Encumbered:	\$ 4,342	Account #:	CFY2015 Budget
Amount Spent to Date:	\$ 148,709		
Amount Requested:	\$ 0		
Remaining Budget:	\$ 985,858		

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:

Formally accept and authorize Chairman to sign SFY15 Sub-grant Agreement Amendment 1.

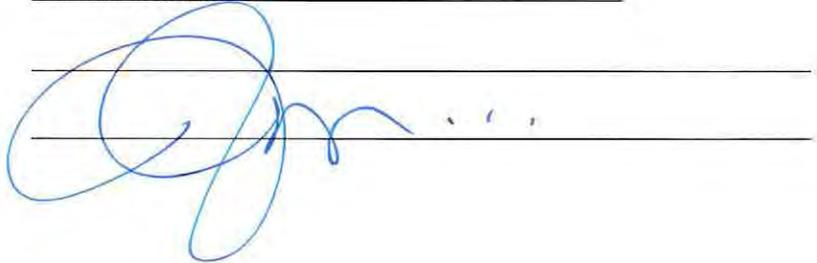
REVIEWED BY:

DEPARTMENT HEAD:

Nathan Brandon

AGENCY DIRECTOR:

COUNTY MANAGER





MEMORANDUM

DATE: October 28, 2014
TO: Contract Agency Director
FROM: Amanda Pavey
SUBJECT: SFY2015 Contract Amendment #1

Please find enclosed the Amendment #1 to the SFY2015 contract between your organization and the Atlanta Regional Commission. Please have all originals signed and return to my attention for final execution. I will return a fully executed original to you once it has been signed by ARC.

Should you have any questions, please feel free to call Pete Blomquist at 404-463-3223.

Thank you.

ARC Contract
No. AG1500.1

FIRST AMENDMENT OF AGING SUBGRANT CONTRACT

THIS AGREEMENT, entered into as of this 1st day August 2014 by and between CHEROKEE COUNTY (hereinafter referred to as the "Subgrantee"), and the Atlanta Regional Commission (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, the parties hereto did enter into a subgrant contract dated July 1, 2014 in which the Subgrantee agreed to perform certain professional services for ARC and ARC agreed to compensate the Subgrantee for the performance of such services, all as more fully set in said contract;

WHEREAS, the parties wish to amend said contract in certain respects as set forth herein below.

NOW, therefore and in consideration of the mutual benefits to the parties, the parties agree that said contract is hereby amended as follows:

1. Pages A-1 through A-5, each labeled *SFY: 2014 Amendment 3*, are hereby deleted in their entirety and replaced with Pages A-1 through A-5, each labeled *SFY: 2015 1st Amendment*, copies of which are attached hereto.
2. Pages B-5 and B-6, each labeled *Original Budget*, are hereby deleted in their entirety and replaced with Pages B-5 and B-6, each labeled *Amendment 1*, copies of which are attached hereto.

Except as specifically modified hereinabove, the remainder of said contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Subgrantee and ARC have hereunto agreed effective as of the date above written,

ATTEST:

CHEROKEE COUNTY

By: _____
Title:

ATLANTA REGIONAL COMMISSION

ATTEST:

Executive Director

By: _____
ARC Assistant Secretary

Chair

DHS - Division Of Aging Services
Area Plan - Provider Service Detail

SFY: 2015 1st Amendment

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Caregiver

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
HCBS-Caregiver-Group									
	OAA Title III E-Family Caregiver Support	\$24,434	1.00%	410	\$0.00	36.00	\$0.00	\$59.60	\$678.72
	Totals for HCBS-Caregiver-Group:	\$24,434		410		36.00	\$0.00	\$59.60	\$678.72
HCBS-Homemaker-Ind									
	CBS - Respite Care State	\$27,760	0.68%	20	\$25.00	1,111.00	\$27,775.00	\$1,388.75	\$25.00
	OAA Title III E-Family Caregiver Support	\$12,953	0.32%	30	\$25.00	518.00	\$12,950.00	\$431.67	\$25.00
	Totals for HCBS-Homemaker-Ind:	\$40,713		50		1,629.00	\$40,725.00	\$814.50	
HCBS-Respite Care In-Home-Ind									
	Alzheimer's Program, State	\$0	0.00%	0	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	OAA Title III E-Family Caregiver Support	\$0	0.00%	0	\$0.00	0.00	\$0.00	\$0.00	\$0.00
	Totals for HCBS-Respite Care In-Home-Ind:	\$0		0		0.00	\$0.00	\$0.00	\$0.00

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

DHS - Division Of Aging Services
Area Plan - Provider Service Detail

SFY: 2015 1st Amendment

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS In-Home

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
HCBS-Homemaker-Ind									
	Alzheimer's Program, State	\$14,146	0.23%	20	\$25.00	566.00	\$14,150.00	\$707.50	\$25.00
	CBS - HCBS State	\$46,866	0.77%	261	\$25.00	1,875.00	\$46,875.00	\$179.60	\$25.00
Totals for HCBS-Homemaker-Ind:		\$61,012		281		2,441.00	\$61,025.00	\$217.17	

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

**DHS - Division Of Aging Services
Area Plan - Provider Service Detail**

SFY: 2015 1st Amendment

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Nutrition / Wellness

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
HCBS-Congregate Meals-Ind									
	OAA Title III C1 - Congregate Meals	\$97,560	1.00%	285	\$16.26	6,000.00	\$97,560.00	\$342.32	\$16.26
	Other	\$0	0.00%	0	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Totals for HCBS-Congregate Meals-Ind:		\$97,560		285		6,000.00	\$97,560.00	\$342.32	\$16.26
HCBS-Home Delivered Meals-Ind									
	ACL Nutrition Services Incentive Program (NSIP)	\$20,567	0.06%	32	\$8.12	2,533.00	\$20,567.96	\$642.75	\$8.12
	Income Tax Check-off	\$1,335	0.00%	2	\$8.12	164.00	\$1,331.68	\$665.84	\$8.12
	NSIP - State	\$9,012	0.03%	14	\$8.12	1,110.00	\$9,013.20	\$643.80	\$8.12
	OAA Title III C2 - Home Delivered Meals	\$146,641	0.42%	224	\$8.12	18,059.00	\$146,639.08	\$654.64	\$8.12
	Other	\$171,605	0.49%	268	\$8.12	21,134.00	\$171,608.08	\$640.33	\$8.12
Totals for HCBS-Home Delivered Meals-Ind:		\$349,160		540		43,000.00	\$349,160.00	\$646.59	

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

DHS - Division Of Aging Services
Area Plan - Provider Service Detail

SFY: 2015 1st Amendment

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Service

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
HCBS-Case Management-Ind									
	CBS - HCBS State	\$96,043	0.51%	1,020	\$0.00	1,020.00	\$0.00	\$94.16	\$94.16
	OAA Title III B - Supportive Services	\$93,037	0.49%	988	\$0.00	988.00	\$0.00	\$94.17	\$94.17
	Totals for HCBS-Case Management-Ind:	\$189,080		2,008		2,008.00	\$0.00	\$94.16	\$94.16
HCBS-Information and Assistance-Group									
	CBS - HCBS State	\$7,776	0.21%	503	\$0.00	346.00	\$0.00	\$15.46	\$22.47
	OAA Title III B - Supportive Services	\$29,997	0.79%	1,939	\$0.00	1,334.00	\$0.00	\$15.47	\$22.49
	Totals for HCBS-Information and Assistance-Group:	\$37,773		2,442		1,680.00	\$0.00	\$15.47	\$22.48
HCBS-Senior Recreation-Group									
	OAA Title III B - Supportive Services	\$21,192	1.00%	53	\$0.00	53.00	\$0.00	\$399.85	\$399.85
	Totals for HCBS-Senior Recreation-Group:	\$21,192		53		53.00	\$0.00	\$399.85	\$399.85
HCBS-Transportation-Ind									
	OAA Title III B - Supportive Services	\$15,500	1.00%	58	\$5.47	2,834.00	\$15,501.98	\$267.28	\$5.47
	Totals for HCBS-Transportation-Ind:	\$15,500		58		2,834.00	\$15,501.98	\$267.28	
HCBS-Transportation-Voucher									
	CBS - HCBS State	\$13,564	0.39%	141	\$0.00	543.00	\$0.00	\$96.20	\$24.98
	OAA Title III B - Supportive Services	\$21,358	0.61%	190	\$0.00	734.00	\$0.00	\$112.41	\$29.10
	Totals for HCBS-Transportation-Voucher:	\$34,922		331		1,277.00	\$0.00	\$105.50	\$27.35

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

DHS - Division Of Aging Services
Area Plan - Provider Service Detail

SFY: 2015 1st Amendment

PSA: Atlanta Region

Provider: Cherokee County Board of Commissioners

Program: HCBS Service

Service	Fund Sources Authorized	Fund Source Revenue	% of Service Revenue	# of Est. Persons	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
HCBS-Volunteer Develop/Opp/Service-Group									
	OAA Title III B - Supportive Services	\$12,952	1.00%	1,342	\$0.00	1,342.00	\$0.00	\$9.65	\$9.65
Totals for HCBS-Volunteer Develop/Opp/Service-Group:		\$12,952		1,342		1,342.00	\$0.00	\$9.65	\$9.65

Note: This report details total budget entered in Area Plan for each service and the # of Units and # of Estimated Persons entered by fund source. This report multiplies number of units by unit cost to assure accurate allocation of units and dollars. Fund Source Revenue does not include Non-Cash Match. In addition, this report calculates the Average Cost per Client and the Average Cost per Unit. The Average Cost per Unit is the Unit Cost unless the Unit Cost is zero then it is calculated as (Fund Source Revenue / # of Units) . The Average Cost per Person is (Unit*Cost / Est. Persons) unless the unit cost is zero then it is calculated as (Fund Source Revenue / Est. Persons).

CHEROKEE COUNTY BOARD OF COMMISSIONERS
 DISTRIBUTION OF RESOURCES
 FISCAL YEAR 2015

SFY 2015 BUDGET	Case Mgmt	IAA Group	Senior Rec	Trans. Ind.	Trans. Voucher	Vol Dev	508AS1 Title II-B	Home-maker	Case Mgmt	IAA Group	Trans Voucher	508AC1 CBS	Home Del. Meals	508AU1 NSIP	Home Del. Meals	508AU2 NSIP State	Congregate Meals	Home Del. Meals	508AS4 Title II-C
UNIT COST REIMBURSEMENT																			
Cost Per Unit of Service				5.47				25.00					8.12		8.1			16.26	8.12
Proposed Annual Units				2,834				1,875					2,533		2,53		1,110	6,000	18,059
Total Cost				15,500			15,500	46,866				46,866	20,567	20,567	9,012	9,012	97,560	146,641	244,201
In Kind																			
Total Cash Unit Costs				15,500			15,500	46,866				46,866	20,567	20,567	9,012	9,012	97,560	146,641	244,201
NON-UNIT COST REIMBURSEMENT																			
Salaries and Fringe	93,037	29,997	21,192		21,358	12,952	178,538		96,043	7,776	13,564	117,383							
Staff Mileage/Per Diem Reimbursement																			
Volunteer Mileage/Per Diem Reimbursement																			
Vehicle Gas & Oil																			
Vehicle Insurance																			
Vehicle Maintenance																			
Building Maintenance/Janitorial																			
Building Repairs																			
Rent																			
Utilities																			
Other Building Expense																			
Computer Purchase																			
Computer Supplies																			
Computer Maintenance																			
Other Computer Operations																			
Equipment Maintenance																			
Advertising																			
Copy/Printing																			
Dues/Subscriptions																			
Employee Testing																			
Insurance																			
Office/Paper Supplies																			
Postage																			
Site Supplies																			
Telephone & Other Telecommunications																			
Training Expenses																			
Other Supply Expenses																			
Service Contracts																			
Other Meal Costs																			
Audit/Legal Fees																			
Other Operating Expenses																			
Reallocated Costs from UCM Spreadsheet																			
Non-Cash Support																			
Total Cash Non Unit Costs	93,037	29,997	21,192		21,358	12,952	178,538		96,043	7,776	13,564	117,383							
TOTAL BUDGET	93,037	29,997	21,192	15,500	21,358	12,952	194,036	46,866	96,043	7,776	13,564	164,249	20,567	20,567	9,012	9,012	97,560	146,641	244,201
FUND SOURCES	Case Mgmt	IAA Group	Senior Rec	Trans. Ind.	Trans. Voucher	Vol Dev	508AS1 Title II-B	Home-maker	Case Mgmt	IAA Group	Trans Voucher	508AC1 CBS	Home Del. Meals	508AU1 NSIP	Home Del. Meals	508AU2 NSIP State	Congregate Meals	Home Del. Meals	508AS4 Title II-C
Federal	79,081	25,497	18,013	13,175	15,603	11,009	182,378						20,567	20,567			82,926	122,051	264,977
State Match	4,652	1,500	1,060	775	918	648	9,553										4,878	7,180	12,058
Local Match																			
Cash	9,304	3,000	2,119	1,550	1,836	1,295	19,104										9,756	14,360	24,116
Non-cash																			
State								46,866	96,043	7,776	13,564	164,249			9,012	9,012			
Voluntary Client Contributions					3,001		3,001												3,050
Client Cost Share Revenue														3	2				
Fees/Private Pay																			
County																			
Total All Fund Sources	93,037	29,997	21,192	15,500	21,358	12,952	194,036	46,866	96,043	7,776	13,564	164,249	20,567	20,567	9,012	9,012	97,560	146,641	244,201

CHEROKEE COUNTY BOARD OF COMMISSIONERS
DISTRIBUTION OF RESOURCES
SFY 2015

SFY 2015 BUDGET	Caregiver Group	Home-maker	In-Home Respite	508A53 Title III-E	Home-maker	In-Home Respite	508AA2 ALZ State	Home Del. Meals	508A11 ITCK	Case Mgmt	Home-maker	508AC8 CBS Respite	Home-maker	Home Del. Meals	Trans. Ind.	208DCT Care Transitions	Total		
UNIT COST REIMBURSEMENT																			
Cost Per Unit of Service #		25	25.00		25.00	25.00		8.12	-		25.00		25.00	5.57	7.58				
Proposed Annual Units		518			565			154			110		40	359	132				
Tot. I Cost		12,953	-		14,148	-		1,335	1,335		27,760		1,000	2,000	1,000		4,000	341,481	
In Kind																			
Total Cash Unit Costs		12,953	-	12,953	14,148	-	-	1,335	1,335	-	27,760	27,760	1,000	2,000	1,000	4,000	4,000	382,194	
NON-UNIT COST REIMBURSEMENT																			
Salaries and Fringe	24,434			24,434															320,353
Staff Mileage /Per Diem Reimbursement																			
Volunteer Mileage/Per Diem Reimbursement																			
Vehicle Gas & Oil																			
Vehicle Insurance																			
Vehicle Maintenance																			
Building Maintenance/Janitorial																			
Building Repairs																			
Rent																			
Utilities																			
Other Building Expense																			
Computer Purchase																			
Computer Supplies																			
Computer Maintenance																			
Other Computer Operations																			
Equipment Maintenance																			
Advertising																			
Copy/Printing																			
Dues/Subscriptions																			
Employee Training																			
Insurance																			
Office/Paper Supplies																			
Postage																			
Supplies																			
Telephone & Other Telecommunications																			
Training Expenses																			
Other Supply Expenses																			
Service Contracts																			
Other Meal Costs																			
Audit/Legal Fees																			
Other Operating Expenses																			
Reallocated Costs from UCM Spreadsheet																			
Non-Cash Support																			
Total Cash Non Unit Costs	24,434	-	-	24,434	-	-	-	-	-	-	-	-	-	-	-	-	-	-	320,353
TOTAL BUDGET	24,434	12,953	-	37,387	14,148	-	-	1,335	1,335	-	27,760	27,760	1,000	2,000	1,000	4,000	4,000	702,547	
FUND SOURCES																			
Federal	18,326	9,715	-	28,041									1,000	2,000	1,000		4,000	419,943	
State Match	3,665	1,943	-	5,608														27,219	
Local Match																			
Cash	2,443	1,295	-	3,738														46,958	
Non-cash																			
State					14,148			1,332	1,332		27,760	27,760						202,343	
Voluntary Client Contribution																		6,851	
Client Cost Share Revenue																			
Fees/Private Pay																			
County								3	3									3	
Total of All Fund Sources	24,434	12,953	-	37,387	14,148	-	-	1,335	1,335	-	27,760	27,760	1,000	2,000	1,000	4,000	4,000	702,547	



Cherokee County, Georgia Agenda Request

SUBJECT: Advertising Services on CATS Buses

MEETING DATE: December 16, 2014

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of an agreement with Hype, Inc. for Advertising Services on CATS buses; they will pay Cherokee County an amount of 23% of net revenue, estimated to be up to \$16,642.00 annually.

FACTS AND ISSUES:

Sealed proposals were solicited for the Advertising Services on CATS buses.

The Cherokee Area Transportation System (CATS), requested sealed proposals from qualified firms to develop and manage advertising services for the CATS bus fleet. This will include, but is not limited to, marketing, sales, graphic design and production, advertising placement, program management, and coordination with Cherokee County and CATS program officials. The goal is to provide professional advertising for the purpose of generating revenue for Cherokee County, while informing the general public of CATS programs/services and overall benefits to the County.

BUDGET:

Annual Budgeted Amount:	\$ 0.00	Account Name: General Fund Rents/Royalties
Amount Encumbered:	\$ 0.00	Account #: 10010-381000
Amount Spent to Date:	\$ 0.00	
Proposed Revenue:	\$ 16,642.00	

Proposed revenue will be used to offset operating expenses for CATS Transportation in FY 2015.

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 with Hype, Inc. for Advertising Services on CATS buses; they will pay Cherokee County an amount of 23% of net revenue, estimated to be up to \$16,642.00 annually.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Contract Summary

Submitted: 25-Nov-14
Issued by: Savannah Shadburn
Number: 2014-55
Type of Contract: REVENUE - est. \$30k per year
Period of Performance: 1 year, with 2 one-year options
Supplier Name: Hype, Inc
General Description: Advertising services for CATS buses
Source of Funds: REVENUE

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

Final Advertised Procurement: Yes No*

Number of Bidders Contacted / Number of Bids Received: 4 | 1

Supplier Selection Based on:

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

Weight	Proposal Evaluation Criteria
	Evaluated Price
	Quality/Service
	References

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

Weighted Score*	Evaluated Price*	Vendor Cost	Bidder	Location
	23% of total gross sales		Hype, Inc	Rome, GA

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 checked="" 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: There is no guaranteed minimum revenue to the County.

Total gross revenue sales is estimated by the supplier at \$11k per month.

Why Other Than Low Bidder Selected:

(If Applicable)

***Notes:** City of Rome currently receives 25% of total gross sales from Hype, Inc. Contract was negotiated in 2011.

Revenue generated for City of Rome: 2012- \$20,260.51; 2013- \$20,679.50

Four (4) companies were directly contacted regarding the solicitation, in addition to RFP posted on website.

Two (2) companies attended the pre-proposal meeting - Hype, Inc and Signal Outdoor.

One (1) company (Hype, Inc) submitted a proposal. Signal Outdoor opted to not submit and gave no reason.

APPENDIX "A"

RFP 2014-55: Advertising Services for CATS Buses

PROPOSAL ACKNOWLEDGEMENT FORM
PROPOSAL DUE DATE/TIME: August 20, 2014 BY 9:45AM local time

I hereby acknowledge that I, as the Proposer:

- a) Have read and understand fully the requirements of this RFP; and
- b) Confirm the pricing, services and products in my Proposal meet the minimum requirements and specifications of this RFP; and
- c) Am duly authorized to execute and submit this Proposal.

Name of Company: Hype, Inc.

Address: 3 Central Plaza, # 115

City: Rome State: GA Zip: 30161

Representative: Jackie Moreland
(printed name)

Title: Owner / Partner

Telephone: 706.346.8824 Fax: —

E-Mail Address: jackie@hypeontheweb.com

Signature: Jackie Moreland Date: 8-18-14

Sworn to and subscribed before me this 18th day of August, 2014

Lucette J. Smith
(Notary Public)

(SEAL REQUIRED)

My Commission Expires: 12-25-14



APPENDIX "B"
RFP 2014-55: Advertising Services for CATS Buses

NON-COLLUSION AFFIDAVIT

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

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

I state that Hype, Inc. understands and acknowledges that
(Name of Company)

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

Jackie Moreland
Signature

08-18-2014
Date

Jackie Moreland
Printed Name

Owner / Partner
Title

Sworn to and subscribed before me this 18th day of August, 2014

Lucette J. Smith
(Notary Public)



[NOTARIAL SEAL REQUIRED]

My Commission Expires: 12-25-14

* END NON-COLLUSION AFFIDAVIT *

APPENDIX "C"
RFP 2014-55: Advertising Services for CATS Buses

DBE FORM 1

SCHEDULE OF DBE PARTICIPATION
 (Reproduce as necessary)

Name of Bidder: Hype, Inc.

Total Bid Amount: TBD

NAME OF DBE SUBCONTRACTOR	ADDRESS (COUNTY, STATE)	TYPE OF WORK SUBCONTRACTED	DBE	SUBCONTRACT VALUE
LitKore, LLC DBA - Speerpro Imp	200 Cobb Pkwy Suite 130 Marietta, GA	Printing of vinyl to be applied	YES	\$
				\$
				\$
				\$
				\$
				\$
				\$

DBE Participation Total Value: \$ TBD

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract. Cherokee County has a DBE participation goal of 3%.

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with Hype, Inc.

Jade Mauland

Sworn to and subscribed before me this 18th day of August, 2014

Lucette J. Smith
 (Notary Public)



[NOTARIAL REQUIRED]

My Commission Expires: 12-25-14

* END DBE FORM 1*

DBE FORM 2

DBE SUBCONTRACTOR IDENTIFICATION AFFIDAVIT
(Reproduce as necessary)

STATE OF GA. COUNTY OF Cobb

I hereby declare and affirm that I am the President
(Title - Owner, President, Co-Venturer, etc.)

and duly authorized representative of L.H. KARA, LLC dba Speedpro Imaging
(Name of Firm)

whose address is 200 Cobb Pkwy N. Suite 130 Marietta, GA 30062
*I hereby declare and affirm that I am a certified DBE.

This firm is interested in quoting/bidding on the following categories of work being procured for:
Advertising Service for CATS Buses

Printing of all vinyl material to be applied to the buses.

This firm has a current DBE certification from the following agencies:

EMSDC & WBENC, WOSA

A copy of the current certification letter notifying the firm that it has been DBE certified by the Georgia Department of Transportation must be attached to this form.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FORGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

8/11/14
(DATE)

[Signature]
(AFFIANT)

Sworn to and subscribed before me this 11th day of August, 2014

[SEAL REQUIRED]

[Signature]
COLLEEN M. STRASBURG
Notary Public, Cobb County, Georgia
My Commission Expires April 15, 2018

DBE FORM 3

LETTER OF INTENT TO PERFORM AS SUBCONTRACTOR
(Reproduce as necessary)

TO: Hype, Inc.
(Name of General Contractor Proposing)

PROJECT: RFP 2014-55: Advertising Signs for CATS Buses

The undersigned intends to perform work in connection with the above project.

The status of the undersigned is confirmed on the attached DBE Contractor Identification Affidavit (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

Printing of all vinyl to be applied to the buses

at the following price: \$ TBD

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

LitCare LLC dba Speedpro Imaging 770-693-1767 8/12/14
(Name of DBE Subcontractor) (Telephone Number) (Date)

200 Cobb Pkwy N. #130 By: [Signature]
(Firm Address) (Signature)

MARIETTA, GA 30062 Name: LITHIA BROWN
(City and State) (Print or Type)

Title: PRESIDENT

DBE FORM 4

DBE UNAVAILABILITY CERTIFICATION
(Reproduce as necessary)

NA

I, _____, of _____,

certify that on the dates below, I invited the following DBE Subcontractor(s) to bid work items to be performed on _____.

DATE OF REQUEST	DBE	NAME OF SUBCONTRACTOR	WORK ITEMS SOUGHT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following Subcontractors submitted bids, which were not the low, responsible bid:

- _____ \$
- _____ \$
- _____ \$
- _____ \$

GOOD FAITH EFFORT REQUIREMENT

The use of a DBE firm is not a requirement for this contract; however, by signing this form, you acknowledge the federal requirement to show good faith effort toward obtaining and utilizing a DBE to perform work on this project.

(Signature)

(Date)



**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

**LittKare, LLC
dba: Speed Pro Imaging**

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICs: 323111
Certification Number: W030123
Expiration Date: 10/31/2014



Roz Lewis, Greater Women's Business Council
Executive Director

Pamela Prince-Eason, WBENC President & CEO

Candace Waterman, WBENC Sr. Director of
Compliance & Alliance Relationships

**GEORGIA MINORITY SUPPLIER
DEVELOPMENT COUNCIL**



THIS CERTIFIES THAT

LittKare, LLC dba Speedpro Imaging
[Speedpro Imaging]

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the Georgia Minority Supplier Development Council

****NAICS Code(s): 323111 ; 541850 ; 541890 ; 323120**

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

June 30, 2014

AT02418

Issued Date

Certificate Number

July 31, 2015

Expiration Date

Stacey J. Key, President & CEO GMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)



hereby grants

National Women's Business Enterprise Certification

to
LittKare, LLC
dba
Speed Pro Imaging

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

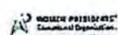
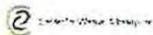
WBENC National WBE Certification was processed and validated by
Greater Women's Business Council, a WBENC Regional Partner Organization.

Authorized by Roz Lewis, Executive Director
Greater Women's Business Council

Expiration Date: 10/31/2014
WBENC National Certificate Number: 2005123348

NAICS Codes: 323111, 541430

UNSPSC Codes: 82121505



APPENDIX "D"
RFP 2014-55: Advertising Services for CATS

CONTRACTOR AFFIDAVIT AND AGREEMENT

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:

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

Federal Work Authorization User Identification
Number

Executed on the _____ day of
_____, 20____
in _____ (city), _____ (state).

Date of Authorization

Signature of Authorized Officer or Agent

Name of Contractor

Printed Name of Authorized Officer or Agent

2014-55: Advertising Services for CATS Buses

Name of Project

Title of Authorized Officer or Agent

Cherokee County Board of Commissioners

Name of Public Employer

Subscribed and sworn before me on this _____ day of
_____, 20____.

*NA
please see
attached*

Notary Public

[NOTARY SEAL]

My Commission Expires _____

* END CONTRACTOR AFFIDAVIT AND AGREEMENT *

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) RFP
[type of public benefit], as referenced in O.C.G.A. § 50-36-1, from
Cherokee County, GA [name of government entity], the undersigned applicant
verifies one of the following with respect to my application for a public benefit:

- 1) I am a United States citizen.
- 2) I am a legal permanent resident of the United States.
- 3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
Drivers License

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Rome (city), Georgia (state).

[Signature]
Signature of Applicant

Jeff Arwood
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
18th DAY OF August, 2014

[Signature]
NOTARY PUBLIC

My Commission Expires:
12-25-14



O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) RFP
[type of public benefit], as referenced in O.C.G.A. § 50-36-1, from
Charohee County, GA [name of government entity], the undersigned applicant
verifies one of the following with respect to my application for a public benefit:

- 1) I am a United States citizen.
- 2) I am a legal permanent resident of the United States.
- 3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
Driver's license

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Rome, GA (city), GA (state).

Jackie Moreland
Signature of Applicant

Jackie Moreland
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
16th DAY OF August, 2014

Lucette J. Smith
NOTARY PUBLIC
My Commission Expires:
12-25-14



Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation employs ten (10) or fewer employees and is not required to register with and/or utilize 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. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on 08, 18, 2014 in Rome (city), GA (state).

Hype, Inc.
Printed Name of Exempt Private Employer

Jackie Moreland
Signature of Exempt Private Employer or
Authorized Officer or Agent

Jackie Moreland, Owner/Partner
Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 18th DAY OF August, 2014.

Lucette J. Smith

NOTARY PUBLIC

My Commission Expires:

12-25-14



* This affidavit is for submissions made on or after to July 1, 2013.

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation employs ten (10) or fewer employees and is not required to register with and/or utilize 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. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on Aug, 15, 2014 in Marion (city), GA (state).

Speed pro Imaging - Marietta

Printed Name of Exempt Private Employer

Kaufman

Signature of Exempt Private Employer or
Authorized Officer or Agent

KAREN BROWN, VP

Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 15 DAY OF August, 2014.

[Signature]

NOTARY PUBLIC

My Commission Expires
COLEEN M. STRASSBURG
Notary Public, Cobb County, Georgia
My Commission Expires April 15, 2018

* This affidavit is for submissions made on or after to July 1, 2013.

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation employs ten (10) or fewer employees and is not required to register with and/or utilize 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. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on Aug, 15, 2014 in Snellville (city), GA (state).

Senad Sinanovic

Printed Name of Exempt Private Employer

Senad Sinanovic

Signature of Exempt Private Employer or
Authorized Officer or Agent

ID# 066718930

Senad Sinanovic Installer

Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 15 DAY OF August, 2014.

Amber G. Badore

NOTARY PUBLIC

My Commission Expires:

January 11, 2016



* This affidavit is for submissions made on or after to July 1, 2013.

APPENDIX "E"
RFP 2014-55: Advertising Services for CATS

COMPENSATION PLAN FORMAT

Please provide a proposed compensation plan.

Minimum Guaranteed Yearly Amount \$ _____ and/or

- a. Year 1, 23% % of *net revenue.
- b. Years 2 and 3, 25% % of *net revenue.

*Production costs are paid by the advertiser. Net revenue is defined as revenue minus as agency commission.

Payments are payable monthly to Cherokee County within 30 days of closing the monthly billing.

Jackie Moreland
Signature

8-18-14
Date

Jackie Moreland
Printed Name

Hype, Inc.
Company Name

Owner / Partner
Title

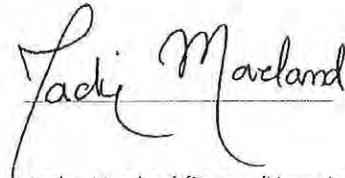


Introduction

Hype, Inc is pleased to submit the following proposal for the establishment of a business partnership with Cherokee County and the Cherokee Area Transportation System (CATS). By providing creative services, sales, and support, Hype hopes to develop and maintain a successful revenue generator for the county by using the county's own inventory of public transportation buses. As an additional bonus to the new revenue stream for Cherokee County, this partnership can provide a fresh and affordable advertising venue for local businesses. With Hype's experience, knowledge, and reputation, we have confidence in a successful venture and thank those involved for giving us the opportunity to participate in this process.



Jeff Arwood/Partner/Hype, Inc.



Jackie Moreland/Partner/Hype, Inc.



Qualifications & Relative Experience

For over 8 years Hype has been producing one-of-a-kind creative and advertising solutions for north Georgia and parts of Tennessee. Providing marketing expertise to both large and small companies, we are knowledgeable in helping move the needle in both sales and awareness.

Hype provides a full range of advertising services including: Print, Television, Radio, Direct Mail, Outdoor, Promotions, Media Buying and Placement, and Design Services. And, in 2011 Hype helped implement the first ever transit advertising program for the City of Rome, Georgia. We continue to successfully manage it today.

Creatively our stable of talent enables us to remain fresh by matching the right person with the right job at a moment's notice. So any design (transit or otherwise) created "in house" is both innovative and eye-catching.

But it's our sales experience that will make all the difference in a project of this type. Getting clients and keeping them is what makes and sustains any successful ad program. That's done by first investing in local relationships. In a small to mid-size town that's something a firm of our size is perfectly suited for. Our track record speaks for itself.

Hype, Inc. is also a proud member of the Georgia Transit Association (GTA).



Proposed Schedule

With September being an optimal time to approach decision makers regarding their 2015 advertising budgets it will be imperative that we move quickly. Historically January through March is the slowest time of year for advertising buys, but with the right marketing plan implemented during fourth quarter 2014, we feel confident in having enough commitments to carry us through the new year.

Month One (October 2014):

- Join Cherokee County Chamber of Commerce and become active in Cherokee County business to business events/opportunities *
- Produce Sales Materials
- Begin Sales Calls

Month Two (November 2014):

- Attend/sponsor Good Morning Cherokee and Chamber business after hours
- Sales Calls
- First round of installs *(initial installation may take an extended period of time - we may recommend a staggered bus schedule to accommodate)*

Month Three (December 2014):

- Advertise on Member 2 Member email (offer depends on sales)
- Sales Calls
- Second round of installs

Month Four (January 2015):

- Marketing dependent upon sales
- Sales Calls
- Installs

Rates and Commitments
(proposed)

Ad Area	Measurements	Production & Installation**	Monthly Rate per Bus*			Monthly Rate Multiple Buses*		
			4 mo.	9 mo.	12 mo.	4 mo.	9 mo.	12 mo.
E350 BUS								
COMBO								
Curb Side	86"x70"	\$650.00/ad/bus	\$400/mo	\$350/mo	\$300/mo	\$375/mo	\$325/mo	\$275/mo
Driver Side	92"x70"	\$675/ad/bus						
WINDOWS								
Curb Side	114"x38"	\$465/ad/bus						
Driver Side	114"x38"	\$465/ad/bus	\$500/mo	\$450/mo	\$400/mo	\$475/mo	\$400/mo	\$350/mo
E450 BUS								
HALF WRAP								
	160"x84"	\$1,250/ad/bus	\$800/mo	\$750/mo	\$700/mo	\$700/mo	\$650/mo	\$600/mo
COMBO								
Curb Side	104"x72"	\$775/ad/bus	\$500/mo	\$450/mo	\$400/mo	\$475/mo	\$400/mo	\$350/mo
Driver Side	114"x72"	\$875/ad/bus						
WINDOWS								
Curb Side	152"x38"	\$750/ad/bus	\$450/mo	\$400/mo	\$350/mo	\$400/mo	\$350/mo	\$300/mo
Driver Side	152"x38"	\$620/ad/bus						

* Minimum four consecutive month commitment required.

** Perforated vinyl is 50/50 with 1.5 mm holes and includes optically clear laminate. Solid vinyl is cast with laminate. Mullions between windows will be covered with solid vinyl. Initial design includes up to 3 revisions. Trip fee and taxes are not included.

Advertising rates will guarantee a minimum of 3 days per week and should avoid language concerning specific routes.

The cost of a production trip fee (to be determined) will be divided among all advertisers on the installation schedule.

All production and installation charges must be prepaid by advertisers.

Sales Revenue

Hype, Inc. will agree to pay Cherokee County 23% of the gross ad sales revenue for the first year of the agreement (to cover start-up expenses) and 25% every year thereafter. This number does not include production revenue. Production revenue will be paid by advertiser in advance and a trip fee will be divided among the advertisers. Cherokee County will receive a monthly listing of invoices with their payment.

In the event of unsold space the county may reserve the right to use it for its own purposes. However we ask that the county coordinate availability with Hype so that "sold" space has priority over "unsold" space. Unless specified by the county, Hype will consider all ad space occupied by the county as available for sale and that revenue generation takes precedence.

Sales Projections

	NOV	DEC	TOTAL
FIXED ROUTE			
E450 total of 2	\$ 806	\$ 1,008	\$ 1,814
DEMAND RESPONSE			
E350 total of 3	\$ 768	\$ 1,152	\$ 1,920
E450 total of 9	\$ 1,209	\$ 2,015	\$ 3,224
TOTAL	\$ 2,783	\$ 4,175	\$ 6,958

CATS 2015 PROJECTIONS

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
FIXED ROUTE													
E450 total of 2	\$ 1,612	\$ 1,612	\$ 1,612	\$ 1,612	\$ 1,612	\$ 1,612	\$ 1,612	\$ 1,612	\$ 1,612	\$ 1,612	\$ 1,612	\$ 1,612	\$ 19,344
DEMAND RESPONSE													
E350 total of 3	\$ 1,536	\$ 1,536	\$ 1,536	\$ 1,920	\$ 1,920	\$ 1,920	\$ 1,152	\$ 1,152	\$ 1,536	\$ 1,920	\$ 1,920	\$ 1,920	\$ 19,968
E450 total of 9	\$ 2,418	\$ 2,418	\$ 2,418	\$ 2,821	\$ 2,821	\$ 2,821	\$ 2,418	\$ 2,418	\$ 2,821	\$ 3,224	\$ 3,224	\$ 3,224	\$ 33,045
TOTAL	\$ 5,566	\$ 5,566	\$ 5,566	\$ 6,353	\$ 6,353	\$ 6,353	\$ 5,182	\$ 5,182	\$ 5,969	\$ 6,756	\$ 6,756	\$ 6,756	\$ 77,358

E350 Average Rate: \$384

E450 Average Rate: \$403

Numbers shown are total revenue projection only.

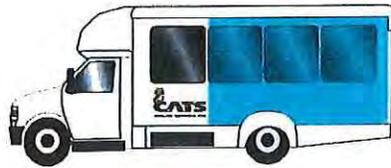
All projections are based on average rates. These projections are EXTREMELY conservative. The total potential revenue per month is \$11,170 or \$134,040 annually, based on average rates.

First and third quarters are traditionally slow in ad sales. Second and fourth quarters are usually the busiest.

All 2014 projections are based on a contract award date of September 20 with actual sales calls realistically starting in October. This should give us ample time to get in front of most of the decision makers before they finalize their 2015 advertising budgets.

Configurations

In an attempt to keep pricing simple and promote optimal visibility we recommend limiting size options.



E450 Combo

Driverside is 114" x 72"

Approximate production cost: \$875.00
(includes solid and perl vinyl and installation)



Curbside is 104" x 72"

Approximate production cost: \$775.00
(includes solid and perl vinyl and installation)



E450 Window

Driverside is 152" x 38"

Approximate production cost: \$620.00
(includes solid and perl vinyl and installation)



Curbside is 152" x 38"

Approximate production cost: \$750.00
(includes solid and perl vinyl and installation)



E450 Wrap

Approximate production cost: \$1250.00

Hypr is aware of CATS' reluctance to cover side logos, but there will be instances where clients request this option.

Configurations



E350 Combo

Driverside is 92" x 70"
Approximate production cost: \$675.00
(includes solid and perf vinyl and installation)



Curbside is 86" x 70"
Approximate production cost: \$650.00
(includes solid and perf vinyl and installation)



E350 Window

Driverside is 114" x 38"
Approximate production cost: \$465.00
(includes solid and perf vinyl and installation)



Curbside is 114" x 38"
Approximate production cost: \$465.00
(includes solid and perf vinyl and installation)

E-Verify Exemption Information

Details required from
<http://www.ecgc.org/content.asp?contentid=379>

Please refer to accompanying documentation:

*E-Verify Exemption Affidavit
for Private Employers*

and

SAVE Affidavit

The screenshot shows the ACCG website with a navigation menu including Home, Legislative Agency, Member Services, Leadership Development, Civil Engagement, Georgia Counties, and About ACCG. The main content area is titled "E-Verify Exemption Information" and "E-Verify Occupation Tax Certificate (Business License) Private Employer Information".

E-Verify Exemption Information

E-Verify is an Internet-based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.

State law requires that every public employer and every private employer that contracts for the physical performance of services with a county must be registered with and use the E-Verify program. Private employers seeking an occupation tax certificate from the county will also have to register and use the E-Verify program starting January 1, 2012 for private employers with 500 or more employees. Private employers with 100 or more employees must register by July 1, 2012 and employers with more than 10 employees must register by January 1, 2013. This program is free and it is the responsibility of the contractor to complete the registration process.

State law further requires all county employers maintain an active labor distribution: E-Verify.com

E-Verify Registration
To register for E-Verify, please contact: reg@ecgc.org

The ACCG site for governing to complete your registration. If you need assistance, please contact customer service number 1-800-444-4444.

E-Verify Usage
Once you are registered use July 2011 or through later.

To sign up for a free webinar:

E-Verify Public Works Contract Information
Georgia law requires that any private employer that contracts with a county for a public works contract must be registered for and use E-Verify. All subcontractors must sign the Contractor E-Verify Affidavit, all subcontractors must sign the Subcontractor E-Verify Affidavit and all subcontractors must sign the Subcontractor Affidavit. The county is only responsible for the Contractor E-Verify Affidavit. The contractor is responsible for all subcontractor affidavits and the subcontractors are responsible for the sub-subcontractor affidavits.

E-Verify Occupation Tax Certificate (Business License) Private Employer Information

Beginning on January 1, 2012, private employers with 500 or more employees seeking an occupation tax certificate with the county will be required to register for and use E-Verify and to sign an E-Verify affidavit attesting to such. Private employers with 100 or more employees must be registered beginning on July 1, 2012 and employers with more than 10 employees must be registered beginning on July 1, 2013. If any employer has less than 11 employees, they are exempt from this requirement, but must complete an affidavit attesting that they are exempt.

- Affidavit for Private Employers
- Exemption Affidavit for Private Employers
- Affidavit for Private Employers (Developed by ACCG and GMA): ACCG and GMA have created a joint private employer and exemption affidavit for your use. There have been many questions about the affidavits that the Attorney General's Office has prepared for this purpose. Please consult with your county attorney before using the version of the affidavit.

E-Verify Reporting

Each year, counties must submit two new annual reports to the Department of Audit. The first report, the E-Verify Compliance Report, is due by December 31, 2011 and by that date for each subsequent year. This report will include the public employer's federal work authorization program verification user number and date of authorization and the legal name, address, and federal work authorization program user number of the contractor and the date of the contract between the contractor and public employer.

The second report, the Occupation Tax Certificate (Business License) Report is due on December 31, 2012 and by that date for each subsequent year. This annual report will include each license or certificate issued by the county in the previous 12 months, including the name of the entity and business issued license or other document and the employer's assigned employment eligibility verification system user number as provided in the Private Employer E-Verify Affidavit.

Reporting data can be found on the Department of Audit website.

E-Verify checks



Negotiable Items

Installation Tools

Our installer uses many of the tools mentioned as not permitted. Unfortunately, they are simply the tools of this particular trade. We would ask that the county approve them. Hype can provide a detailed list.

Professional Liability for Subcontractors

Our installer and vinyl producer have no need for Professional Liability Insurance as their job descriptions do not require it. As stated in the Service Agreement, approvals of ad content would fall upon Hype and ultimately the county.

Policy Change and Claims Made

Our insurance provider has requested we ask the county to waive the 30 day notification of policy change as well as lower the 6 year "Claims Made" to one year which is considered industry standard.

Early Termination

In the unlikely event of early termination Hype retains the right to receive a percentage of revenue through the client contract duration and client's contract will be honored for the duration of the agreement.



County Provided
Addenda

The bidder acknowledges the receipt of Addenda "A"

(please see accompanying package)

The bidder acknowledges the receipt of Addenda "B"

(please see accompanying package)

The bidder acknowledges the receipt of Addenda "C"

(please see accompanying package)

The bidder acknowledges the receipt of Addenda "D"

(please see accompanying package)

The bidder acknowledges the receipt of Addenda "E"

(please see accompanying package)



More Information
about Hype, Inc

Please visit <http://www.hypeontheweb.com> for more information about Hype, Incorporated.
We are pleased to be participants in this opportunity and look forward to a long and prosperous partnership.

submitted by:
hype, incorporated
3 Central Plaza / #115 Rome Georgia, 30161 706.346.8824 hypeontheweb.com



August 20, 2014

Geoffrey Morton
Public Works Agency Director
Cherokee County
1130 Bluffs Parkway
Canton, GA 30114

Mr. Morton,

I wanted to follow up with you regarding your RFP for advertising for the CATS system. At this time, we have decided to not submit for the contract. Having been a north metro resident for 20 years, I have witnessed the growth in Cherokee County. It is exciting to see the development and the path that the county has taken. We hope to be a part of it, sometime in the future.

Thank you for explaining your needs and future growth in Canton and possibly county-wide. We are not shy about investing with our municipal partners. So I would like to stay in touch. As your system continues to grow and you are looking for long term investment partners, we would like to come back to you.

Thank you.

Sincerely,

Mark Renier
General Manager
Signal Outdoor



Cherokee County Board of Commissioners
 Procurement & Risk Management Department
 1130 Bluffs Parkway, Canton, GA 30114
 Phone: (678) 493-6000
 Fax: (678) 493-6035

REQUEST FOR PROPOSALS

RFP 2014-55: Advertising Services for CATS Buses

THE PROJECT: The Cherokee County Public Works Agency, which operates public transit services known as Cherokee Area Transportation System (CATS), is requesting sealed proposals from qualified firms to develop and manage advertising services for the CATS bus fleet. This will include, but is not limited to, marketing, sales, graphic design and production, advertising placement, program management, and coordination with Cherokee County and CATS program officials. The goal is to provide professional advertising for the purpose of generating revenue for Cherokee County, while informing the general public of CATS programs/services and overall benefits to the County.

The County reserves the right to reject any or all proposals, to waive technicalities and to make a selection and final award as deemed to be in the best interest of the County; or to make no award at all. The County further reserves the right to reject the proposal of any supplier who has previously failed to perform properly or complete on time contracts of a similar nature, or who upon investigation shows is not in a position to perform the contract.

SCHEDULE:

RFP Issued	July 22, 2014
Pre-Proposal Meeting	August 06, 2014 at 10:00am
Questions Due	August 13, 2014, by 9:45am
Proposals Due	August 20, 2014, by 9:45am
Interviews, if required	August 27, 2014
Anticipated Award Date	September 16, 2014

PRE-PROPOSAL MEETING: There is a mandatory pre-proposal meeting scheduled for 10:00AM local time on August 06, 2014 in the Business Center Conference Room at the County Administration Building, located at 1130 Bluffs Pkwy – Canton, GA 30114, for anyone interested in participating in this project. The Pre-Proposal Meeting is mandatory for any responsive Proposal.

QUESTIONS: Only written inquiries will be permitted during the solicitation period. Questions are to be submitted in writing via email to: sshadburn@cherokeega.com no later than 9:45am local time on Wednesday, August 13, 2014. Answers will be posted via formal Addendum and only released as part of the Proposal Documents on the County's website. All interested parties are instructed to monitor the County's website on a regular basis throughout the solicitation period.

PROPOSAL SUBMITTAL INSTRUCTIONS: Interested proposers should submit one (1) original and three (3) copies of their sealed proposal, addressed to:

2014-55: Advertising Services for CATS Buses
Attn: Savannah Shadburn
Cherokee County Board of Commissioners
Procurement & Risk Management Department
1130 Bluffs Parkway, Canton, GA 30114

Proposals will, at a minimum, include the following:

1. Executed forms and affidavits attached as Appendices A through E.
2. The statement: "The bidder acknowledges the receipt of Addenda _____." (list each)
3. Bidder's information on qualifications and experience.
4. Proposed schedule for implementing services.
5. Revenue generation proposal for services that is detailed sufficiently to evaluate the financial implications of the Proposal for the agreement contemplated, or the term of the Contract, as appropriate.
6. The statement: "This proposal shall be valid for sixty (60) calendar days after the date for receipt and opening of proposals."

The proposal due date/time is: **not later than 9:45am local time on Wednesday, August 20, 2014.**

Proposals will NOT be accepted by fax or e-mail without the written permission of the Procurement & Risk Management Director. Proposals not containing all of the above required documentation and forms may be deemed "non-responsive".

Notification of Award/issuance of contract is anticipated by September 16, 2014.

CONTRACT: The term of the contract awarded to the successful proposer shall be for an initial period of one (1) year, with two (2) automatic one-year renewal periods, for total contract term not to exceed three (3) years. The contract shall be fixed-price per the agreed upon pricing submitted in the successful proposal.

SPECIFICATIONS:

GENERAL GUIDELINES

Cherokee County is seeking a qualified Supplier to develop and manage an advertising program

for the CATS bus program, which will include the sale and placement of exterior and interior advertising space on the CATS vehicles. The successful Supplier shall have the exclusive right and responsibility for soliciting contracts for advertising on the CATS vehicles, for placing and maintaining materials, servicing all advertising contracts, collecting of all accounts receivable, and generally perform all other service and activities required to maintain a reasonable and satisfactory amount of paid advertising on CATS vehicles at all times.

PROGRAM SCHEDULE

The Advertising Services Proposal should be based on an initial term of twelve (12) months. The Proposal shall include a specific schedule of activities for the implementation of the program during the first six (6) months of the contract. In addition, the Proposal should outline any unique activities and schedule for their accomplishment as a part of the program for the remainder of the initial term of program services.

DESIGN, PRODUCTION, AND INSTALLATION

The Supplier shall be responsible for the design and production of all advertising to be mounted or affixed on CATS vehicles. The Supplier shall submit a proof, either electronically or in print, of each design to Cherokee County for review and approval. **Cherokee County shall approve all advertising prior to installation.** All installation, removal and maintenance of advertising materials on CATS vehicles shall be performed by the Supplier at the CATS facility located at 884 Univeter Rd – Canton, GA 30115. Buses may not be driven offsite for the installation and removal of advertising signs. The installation, maintenance, removal and any other work to be performed by the Supplier shall be performed reasonably, at the convenience of Cherokee County, and shall be performed Monday through Friday from 4:00 pm to 6:00pm and when the buses are not in use or being serviced. Cherokee County will provide a reasonable work area to accommodate installation of signage. Any portion of the advertising material that is placed improperly or that becomes faded, cracked, peeled, or otherwise damaged, regardless of the cause thereof, must be removed by the Supplier, at no cost to the County, within five (5) working days after notification by Cherokee County or a designated CATS representative. The Supplier will be expected to coordinate advertising installation activities with CATS Operations and Maintenance Managers to ensure smooth operations and reliable service for Cherokee County and its customers.

ADVERTISING LIMITATIONS

The Supplier shall have the right to place advertising on all four exterior sides and standard interior areas of CATS buses. Advertising on bus fronts and rears shall not block grill work or windows. Advertising on the rear of buses shall not visibly detract from any safety signage or lights. Advertising shall not cover the CATS logo and phone number, bus number, or wheelchair symbol decal. All advertising materials applied to the exterior of CATS buses shall be pressure sensitive, removable, self-adhesive vinyl signage that is guaranteed or certified not to damage paint during its installation or removal. Supplier shall be responsible for installation and removal of signage, as well as, repair of any surface damages caused by the installation or removal of signage.

Only “commercial advertising” will be permitted, meaning that advertisements should be promoting a legal business, product, or service where the primary purpose of the advertising is to generate profit from, or promote, the operation of the business, of the sale of the product or the performance of the service. When possible, Supplier shall use best effort practices to solicit and secure advertising contracts with Cherokee County based businesses. Advertisements that

include the following will be prohibited from CATS vehicles: deceptive advertising, promotion of illegal goods or activities, implied endorsements by Cherokee County or its various Agencies, lewd or obscene matter, promotion of tobacco or tobacco-related products, sole promotion of sale of alcohol, promotion of any political or social issue, promotion of any religious denomination or belief, rotating/moving or flashing parts, and any other materials deemed "non-commercial advertising" by Cherokee County.

DAMAGE TO CATS BUSES AND COUNTY PROPERTY

Application or removal of advertising by the Supplier may result in damage to CATS vehicles and property, including: paint, paint schemes, County logos or exterior surfaces. Prior to placement of advertising under this contract, Cherokee County and the Supplier will conduct a joint inspection and document any existing damage on CATS vehicles and County property. Supplier will be responsible for any damage resulting from application or removal of advertising materials.

OUTDATED MATERIAL

Advertising materials that have exceeded the period for which they are posted must be removed within three (3) days of the dated copy. It shall be the responsibility of the Supplier to pull outdated advertising material. No layering of vinyl advertisements is permitted; the previous vinyl must be removed before application of the new vinyl.

STORAGE OF ADVERTISING MATERIALS

The Supplier shall maintain all signs and other advertising media not mounted on or affixed to CATS vehicles or property at the Supplier's place of business. Storage of advertising materials will not be permitted on Cherokee County facilities.

RECORD KEEPING AND REPORTING OF MONTHLY SALES

The Supplier shall keep full and accurate records, rendering monthly reports to Cherokee County as of the last business day of each month. This monthly report shall include, at a minimum, the total gross monthly billings submitted by the Supplier, less reasonable agency discounts. The Supplier shall submit these reports to Cherokee County no later than the 15th day of each month following the month of service. No other expenses or costs shall be deducted from the gross billings prior to determining Cherokee County's Monthly Net Revenue Share. All operating expenses and other costs shall be included in and paid exclusively from the Supplier's share of total revenue.

PAYMENT OF REVENUE SHARE TO CHEROKEE COUNTY

The Supplier shall pay Cherokee County the Monthly Net Revenue Share of total billings or the Monthly Revenue Guarantee according to the program developed by the Supplier in its proposal. Payments shall be made to Cherokee County no later than thirty (30) days following the end of the month for which payments are due. In the event that Cherokee County increases or decreases the number of buses in revenue service by 20% or more, at any time during the contract period, the Supplier and Cherokee County agree to renegotiate the Revenue Guarantee that reflects the increase or decrease in available advertising space.

ADVERTISING RATES

The Supplier shall lease all advertising space at fair market, advertised rates. The Supplier agrees to provide Cherokee County with a copy of its printed rate schedule, and to further deliver revisions as they are made.

CHEROKEE COUNTY USE OF AVAILABLE SPACE

Cherokee County shall have the right to use any unsold space for its own purposes or for use by other governmental entities or non-profit organizations for the placement of public service messages. Any available, unrented space will also be available for Cherokee County's use, at no charge, until such space is rented.

LIMITATIONS ON IN-KIND PAYMENTS

The Supplier shall obtain prior approval from Cherokee County before accepting any advertising trade-outs or other non-cash or in-kind consideration for payments for any advertising rights with respect to Cherokee County property.

CONTRACTOR EMPLOYEES

Supplier must designate a lead installer who will be present and be responsible for overseeing the installation, maintenance, and removal of advertising. Each installer and the lead installer must report in person to Cherokee County on-duty maintenance supervisor before performing any work on CATS vehicles. In the event a Cherokee County vehicle is damaged during the performance of the work, the installer must immediately report such damage to the maintenance supervisor. Supplier or its employees shall not be permitted to use flame guns, razor blades, or other sharp objects to remove advertising, unless authorized by Cherokee County. Supplier shall comply with all federal, state, and local employment regulations. Supplier is solely responsible for the provision of and satisfactory work performance of its employees. At all times, the Supplier shall be an independent Supplier and not an employee or agent of Cherokee County.

COUNTY DEMOGRAPHICS:

Cherokee County is perfectly located 30 miles north of Atlanta where "Metro Meets the Mountains." The county is 434 square miles in area, and with a population of about 225,000, it is the 7th largest of Georgia's 159 counties. There are 5 main municipalities in Cherokee County: Canton, Woodstock, Ball Ground, Holly Springs, and Waleska. Cherokee County offers a well-educated and well-equipped workforce, exceptional transportation, and a host of financial incentive programs necessary for sustainable, long-term growth. Cherokee County provides services to approximately 6,000 businesses, with an industry mix of 68% Services, 15% Goods, and 17% Government.

PROGRAM BACKGROUND:

The CATS program began operation in 2007 and provides safe, reliable, accessible and affordable transportation to the citizens of Cherokee County. The program provides Fixed Route services throughout Canton and Demand Response services for rural residents. The CATS program utilizes fourteen buses, which are listed in Schedule A.

The Fixed Route is designed to transport citizens to medical facilities and shopping destinations within the city limits of Canton. This service operates Monday through Friday from 8:00am to 4:00pm, with exception to federal holidays. Route 100 stops at thirty-two locations, including: City Hall, YMCA, Northside Hospital, Riverstone Medical Offices, Riverstone Shopping Center, Walmart, and Cherokee High School. Route 200 stops at twenty-six locations, including: City Hall, MUST Ministries, Sequoyah Regional Library, Department of Family & Children Services, Canton Marketplace Shopping Center, Walmart, and Prominence Point Shopping Center. These routes provided transportation to 2,546 riders in April of 2014. Schedule A includes the stop schedule for both Route 100 and Route 200.

The Demand Response service is designed to transport citizens throughout Cherokee County for banking, shopping, medical appointments, and business affairs. Due to the high demand of this service, trips are limited to the closest facility to the rider's home, with exception to medical appointments. This service is provided on a first-come, first-served basis and appointments must be made at least 24 hours in advanced. In April of 2014, this service provided transportation to the Cherokee County Senior Services offices to 399 riders, Cherokee Day Training Center to 3,022 riders, and general public trips to 825 riders.

FEDERAL PROGRAM REQUIREMENTS:

The CATS program is funded in part by Federal grant monies, and this procurement is subject to the following Federal Transit Administration (FTA) regulations:

- I. No Government Obligation to Third Parties
 - A. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 - B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- II. Program Fraud and False or Fraudulent Statements and Related Acts
 - A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
 - B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
 - C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
- III. Access to Records and Reports
 - A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the

United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- G. FTA does not require the inclusion of these requirements in subcontracts.

IV. Federal Changes

- A. Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

V. Civil Rights Requirements

- A. *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 Federal transit law at 49

U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the underlying contract:

- i. *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- ii. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

VI. Incorporation of Federal Transit Administration (FTA) Terms

- A. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions

required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Cherokee County requests which would cause Cherokee County to be in violation of the FTA terms and conditions.

- VII. Energy Conservation Requirements
- A. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- VIII. Disadvantaged Business Enterprise(DBE)
- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3 %. A separate contract goal has not been established for this procurement.
- B. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Cherokee County deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- C. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the Cherokee County. In addition, the Contractor may not hold retainage from its subcontractors.
- D. The Contractor must promptly notify Cherokee County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Cherokee County.
- IX. Assignability Clause (piggyback procurements)
- A. Public Agency Participation/Assignability
- i. Any public agency (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity) shall have the option of participating in any award made as a result of this proposal at the same prices, terms, and conditions. CATS reserves the right to assign all or any portion of the vehicles awarded under this Contract including option quantities. This assignment, should it occur, shall be agreed to by CATS and the Contractor. Once assigned, each agency will enter into its own contract and be solely responsible to the Contractor for obligations to the buses assigned. CATS' right of assignment will remain in force over the 5-year period or until completion of the contract to include options, whichever occurs first. CATS shall incur no financial responsibility in connection with contracts issued by another

public agency. The public agency shall accept sole responsibility for placing orders or payments to the Contractor.

RANKING CRITERIA AND WEIGHTING: Proposals will be evaluated on their responsiveness to the requirements set forth in the RFP and ranked based on the criteria and weights outlined below:

<u>Max # of Points</u>	<u>Criteria</u>
20	Business Qualifications
40	Services to be Provided
40	Cost Proposal/Impact to the County
100	Total Points

Review and ranking of the Proposals will be made based on pricing and meeting the minimum specifications of the items. Negotiations, if deemed necessary, may be conducted with the Proposers who are determined to be in competitive range.

END OF REQUEST FOR PROPOSALS

Appendices A, B, C, D and E and Schedule A begin next page.

APPENDIX "A"

RFP 2014-55: Advertising Services for CATS Buses

PROPOSAL ACKNOWLEDGEMENT FORM
PROPOSAL DUE DATE/TIME: August 20, 2014 BY 9:45AM local time

I hereby acknowledge that I, as the Proposer:

- a) Have read and understand fully the requirements of this RFP; and
- b) Confirm the pricing, services and products in my Proposal meet the minimum requirements and specifications of this RFP; and
- c) Am duly authorized to execute and submit this Proposal.

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Representative: _____
(printed name)

Title: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

Signature: _____ Date: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

(Notary Public) (SEAL REQUIRED)

My Commission Expires: _____

*** END PROPOSAL ACKNOWLEDGEMENT FORM ***

APPENDIX "B"
RFP 2014-55: Advertising Services for CATS Buses

NON-COLLUSION AFFIDAVIT

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

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

I state that _____ understands and acknowledges that
(Name of Company)

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

Signature

Date

Printed Name

Title

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

(Notary Public)

[SEAL REQUIRED]

My Commission Expires: _____

*** END NON-COLLUSION AFFIDAVIT ***

APPENDIX "C"
RFP 2014-55: Advertising Services for CATS Buses

DBE FORM 1

SCHEDULE OF DBE PARTICIPATION
(Reproduce as necessary)

Name of Bidder: _____

Total Bid Amount: _____

NAME OF DBE SUBCONTRACTOR	ADDRESS (COUNTY, STATE)	TYPE OF WORK SUBCONTRACTED	DBE	SUBCONTRACT VALUE
				\$
				\$
				\$
				\$
				\$
				\$
				\$

DBE Participation Total Value: \$ _____

The attainment of DBE participation goals for this contract will be measured as a percentage of the total dollar value of the contract. Cherokee County has a DBE participation goal of 3%.

The undersigned will enter into a formal agreement with the DBE Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with _____.

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

(Notary Public)

[SEAL REQUIRED]

My Commission Expires: _____

*** END DBE FORM 1***

DBE FORM 2

DBE SUBCONTRACTOR IDENTIFICATION AFFIDAVIT
(Reproduce as necessary)

STATE OF _____ COUNTY OF _____

I hereby declare and affirm that I am the _____
(Title -- Owner, President, Co-Venturer, etc.)

and duly authorized representative of _____
(Name of Firm)

whose address is _____

*I hereby declare and affirm that I am a certified DBE.

This firm is interested in quoting/bidding on the following categories of work being procured for _____

This firm has a current DBE certification from the following agencies:

A copy of the current certification letter notifying the firm that it has been DBE certified by the Georgia Department of Transportation must be attached to this form.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FORGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

(DATE)

(AFFIANT)

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

(Notary Public)

[SEAL REQUIRED]

My Commission Expires: _____

*** END DBE FORM 2***

DBE FORM 3

LETTER OF INTENT TO PERFORM AS SUBCONTRACTOR
(Reproduce as necessary)

TO: _____
(Name of General Contractor Proposing)

PROJECT: _____

The undersigned intends to perform work in connection with the above project.

The status of the undersigned is confirmed on the attached DBE Contractor Identification Affidavit (DBE FORM 2).

The undersigned is prepared to perform the following described work in connection with the above project:

at the following price: \$ _____.

The undersigned agrees to enter into a contract with you to perform the above work, if you are awarded the prime contract.

(Name of DBE Subcontractor) (Telephone Number) (Date)

(Firm Address) By: _____
(Signature)

(City and State) Name: _____
(Print or Type)

Title: _____

DBE FORM 4

DBE UNAVAILABILITY CERTIFICATION
(Reproduce as necessary)

I, _____, of _____,

certify that on the dates below, I invited the following DBE Subcontractor(s) to bid work items to be performed on _____.

DATE OF REQUEST	DBE	NAME OF SUBCONTRACTOR	WORK ITEMS SOUGHT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following Subcontractors submitted bids, which were not the low, responsible bid:

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

GOOD FAITH EFFORT REQUIREMENT

The use of a DBE firm is not a requirement for this contract; however, by signing this form, you acknowledge the federal requirement to show **good faith effort** toward obtaining and utilizing a DBE to perform work on this project.

(Signature)

(Date)

APPENDIX "D"
RFP 2014-55: Advertising Services for CATS

CONTRACTOR AFFIDAVIT AND AGREEMENT

**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:

Federal Work Authorization User Identification
Number

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

Executed on the _____ day of _____, 20____
in _____ (city), _____ (state).

Date of Authorization

Signature of Authorized Officer or Agent

Name of Contractor

Printed Name of Authorized Officer or Agent

2014-55: Advertising Services for CATS Buses

Name of Project

Title of Authorized Officer or Agent

Cherokee County Board of Commissioners

Name of Public Employer

Subscribed and sworn before me on this _____ day of _____, 20____.

Notary Public

[NOTARY SEAL]

My Commission Expires _____

*** END CONTRACTOR AFFIDAVIT AND AGREEMENT ***

APPENDIX "E"
RFP 2014-55: Advertising Services for CATS

COMPENSATION PLAN FORMAT

Please provide a proposed compensation plan.

Minimum Guaranteed Yearly Amount \$ _____ and/or

- a. Year 1, _____ % of *net revenue.
- b. Years 2 and 3, _____ % of *net revenue.

*Production costs are paid by the advertiser. Net revenue is defined as revenue minus as agency commission.

Payments are payable monthly to Cobb County within _____ days of closing the monthly billing.

Signature

Date

Printed Name

Company Name

Title

* END COMPENSATION PLAN FORMAT *

Schedule A

2014 CATS Bus Listing

Program	Year	Make	Model	Passenger Capacity	Wheelchair Accessible
Demand Response	2011	Ford	Goshen/Bus	11	Yes
Demand Response	2010	Ford	Goshen/Bus	20	No
Demand Response	2011	Ford	Goshen/Bus	16	Yes
Demand Response	2011	Ford	Goshen/Bus	16	Yes
Demand Response	2011	Ford	Goshen/Bus	16	Yes
Demand Response	2011	Ford	Goshen/Bus	16	Yes
Demand Response	2013	Ford	Goshen GCII	16	Yes
Demand Response	2013	Ford	Goshen GCII	16	Yes
Demand Response	2013	Ford	Goshen GCII	16	Yes
Demand Response	2013	Ford	Goshen GCII	16	Yes
Demand Response	2013	Ford	Goshen PacerII	13	No
Demand Response	2014	Ford	Goshen PacerII	11	Yes
Fixed Route	2010	Ford	Ford Shuttle	16	Yes
Fixed Route	2010	Ford	Ford Shuttle	16	Yes
Fixed Route	2010	Glaval	Apollo	30	





Pictured: 2013 Ford Goshen GCII - 16 passenger bus.

Route 100:

STOPS

101- City Hall (Transfer for both Routes)
8:00, 9:00, 10:00, 11:00, -Lunch- 1:00, 2:00, 3:00
102- East Marietta & Main Street
8:01, 9:01, 10:01, 11:01, -Lunch- 1:01, 2:01, 3:01
103- North Cherokee Apts. @ North St.
8:02, 9:02, 10:02, 11:02, -Lunch- 1:02, 2:02, 3:02
104- North Street (at courthouse benches)
8:03, 9:03, 10:03, 11:03, -Lunch- 1:03, 2:03, 3:03
105- G. Cecil Pruett Community Center -YMCA
8:05, 9:05, 10:05, 11:05, -Lunch- 1:05, 2:05, 3:05
106- Ingles
8:06, 9:06, 10:06, 11:06, -Lunch- 1:06, 2:06, 3:06
107- Juniper Street & Canton Mill Loft Apts.
8:07, 9:07, 10:07, 11:07, -Lunch- 1:07, 2:07, 3:07
108- Birch St & Lakeview Drive
8:08, 9:08, 10:08, 11:08, -Lunch- 1:08, 2:08, 3:08
109- Oakside Professional Center
8:09, 9:09, 10:09, 11:09 - Lunch - 1:09, 2:09 3:09
110- Lancaster Ridge Apts.
8:10, 9:10, 10:10, 11:10, -Lunch- 1:10, 2:10, 3:10
111- Oakside Apts. @ Hilltop
8:11, 9:11, 10:11, 11:11, -Lunch- 1:11, 2:11, 3:11
112- Oakside Apts. @ Cul-de-Sac Shelter
8:13, 9:13, 10:13, 11:13, -Lunch- 1:13, 2:13, 3:13
113- Northside Hospital
8:14, 9:14, 10:14, 11:14, -Lunch- 1:14, 2:14, 3:14
114- Hospital Road & Mashburn Road
8:15, 9:15, 10:15, 11:15, -Lunch- 1:15, 2:15, 3:15
115- Hospital Road & Highway 140
8:16, 9:16, 10:16, 11:16, -Lunch- 1:16, 2:16, 3:16
116- Highway 140 & Reinhardt College Parkway
8:17, 9:17, 10:17, 11:17, -Lunch- 1:17, 2:17, 3:17
117- River Ridge Apts. & Heritage Apts.
8:18, 9:18, 10:18, 11:18, -Lunch- 1:18, 2:18, 3:18
118- Riverstone Medical
8:19, 9:19, 10:19, 11:19, -Lunch- 1:19, 2:19, 3:19
119- Bealls
8:20, 9:20, 10:20, 11:20 -Lunch- 1:20, 2:20 3:20
120- Belk
8:21, 9:21, 10:21, 11:21, -Lunch- 1:21, 2:21, 3:21
121- Publix (Riverstone Pkwy)
8:22, 9:22, 10:22, 11:22, -Lunch- 1:22, 2:22, 3:22
122- Walmart (Transfer for both Routes)
8:26, 9:26, 10:26, 11:26, -Lunch- 1:26, 2:26, 3:26
123- Cracker Barrel
8:30, 9:30, 10:30, 11:30 - Lunch- 1:30, 2:30, 3:30
124- Starbucks - Riverstone Pkwy
8:32, 9:32, 10:32, 11:32 -Lunch- 1:32, 2:32, 3:32
125- Riverstone Pkwy & Juniper St. (Canton Mill)
8:35, 9:35, 10:35, 11:35, -Lunch- 1:35, 2:35, 3:35
126- Pizza Hut
8:36, 9:36, 10:36, 11:36, -Lunch- 1:36, 2:36, 3:36
127- Cherokee High School
8:37, 9:37, 10:37, 11:37, -Lunch- 1:37, 2:37, 3:37
128- Lower Scott Mill Road
8:38, 9:39, 10:39, 11:39, -Lunch- 1:39, 2:39, 3:39
129- Cherokee Overlook Subdivision
8:41, 9:41, 10:41, 11:41, -Lunch- 1:41, 2:41, 3:41
130- Hillcrest Subdivision
8:42, 9:42, 10:42, 11:42, -Lunch- 1:42, 2:42, 3:42
131- Laurels @ Greenwood Apts.
8:43, 9:43, 10:43, 11:43, -Lunch- 1:43, 2:43, 3:43
132- Chevron, Hickory Flat Hwy & Marietta Rd
8:46, 9:46, 10:46, 11:46, -Lunch- 1:46, 2:46, 3:46-----

Route 200:

STOPS

201- City Hall (Transfer for both Routes)
8:00, 9:00, 10:00, 11:00, -Lunch- 1:00, 2:00, 3:00
202- Must Ministries
8:01, 9:01, 10:01, 11:01, -Lunch- 1:01, 2:01, 3:01
203- Lower Dr. John T. Pettit
8:03, 9:03, 10:03, 11:03 -Lunch- 1:03, 2:03, 3:03
204- Hearthstone Landing Apts./ CFVC
8:04, 9:04, 10:04, 11:04, -Lunch- 1:04, 2:04, 3:04
205- Upper Dr. John T. Pettit & Main Street
8:05, 9:05, 10:05, 11:05, -Lunch- 1:05, 2:05, 3:05
206- Shipp Street @ Shelter
8:06, 9:06, 10:06, 11:06, -Lunch- 1:06, 2:06, 3:06
207- Shipp Street @ Main St.
8:07, 9:07, 10:07, 11:07, -Lunch- 1:07, 2:07, 3:07
208- Jefferson Circle @ Shelter
8:09, 9:09, 10:09, 11:09, -Lunch- 1:09, 2:09, 3:09
209- Jefferson Circle @ Stop Sign
8:10, 9:10, 10:10, 11:10 - Lunch- 1:10, 2:10, 3:10
210- Crisler Street & E. Main Street
8:11, 9:11, 10:11, 11:11, -Lunch- 1:11, 2:11, 3:11
211- Library
8:13, 9:13, 10:13, 11:13, -Lunch- 1:13, 2:13, 3:13
212- Department of Family & Children Services
8:15, 9:15, 10:15, 11:15, -Lunch- 1:15, 2:15, 3:15
213- Hasty Elementary School
8:16, 9:16, 10:16, 11:16, -Lunch- 1:16, 2:16, 3:16
214- Best Buy
8:18, 9:18, 10:18, 11:18, -Lunch- 1:18, 2:18, 3:18
215- Target
8:20, 9:20, 10:20, 11:20, -Lunch- 1:20, 2:20, 3:20
216- Walmart (Transfer for both Routes)
8:25, 9:25, 10:25, 11:25 -Lunch- 1:25, 2:25, 3:25
217- K-Mart (Canton Corners)
8:35, 9:35, 10:35, 11:35, -Lunch- 1:35, 2:35, 3:35
218- Colonial Village
8:37, 9:37, 10:37, 11:37, -Lunch- 1:37, 2:37, 3:37
219- Ridge Pine Office Park
8:38, 9:38, 10:38, 11:38, -Lunch- 1:38, 2:38, 3:38
220- McDonald's @ Ridge Rd. & Hwy 5
8:40, 9:40, 10:40, 11:40, -Lunch- 1:40, 2:40, 3:40
221- Prominence Point Shopping
8:41, 9:41, 10:41, 11:41, -Lunch- 1:41, 2:41, 3:41
222- Kroger
8:43, 9:43, 10:43, 11:43, -Lunch- 1:43, 2:43, 3:43
223- Cherokee Health Department
8:50, 9:50, 10:50, 11:50, -Lunch- 1:50, 2:50, 3:50
224- Dairy Queen
8:52, 9:52, 10:52, 11:52, -Lunch- 1:52, 2:52, 3:52
225- Coppermine Manor Subdivision
8:54, 9:54, 10:54, 11:54, -Lunch- 1:54, 2:54, 3:54
226- Marietta Road & Edwards Street
8:55, 9:55, 10:55, 11:55, -Lunch- 1:55, 2:55, 3:55

REVISED 04/02/2014



Cherokee County, Georgia Agenda Request

SUBJECT: Economic Development – Land Purchase Payment MEETING DATE: December 16, 2014

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Approve payment/reimbursement to the Cherokee Office of Economic Development (COED) for the purchase of 28.93 acres for \$55,000/acre for a total amount of \$1,591,150, and budget amendment to increase the FY2015 budget for Economic Development by \$1,091,150 – from \$500,000 to \$1,591,150.

FACTS AND ISSUES:

COED has an option to purchase 28.93 acres on or before January 14, 2015 for \$55,000/acre. If COED does not take advantage of the option to purchase on or before January 14, 2015, the price increases to \$65,000/acre or a total price of \$1,880,450. The 28.93 acre parcel is located immediately adjacent to the West of Cherokee 75 Corporate Park.

The SPLOST 2012 Program has \$1.4 million, plus \$750,000, remaining earmarked for Economic Development. Approximately \$200,000 will be transferred from the Towne Lake Parkway Paving Project to Economic Development. The Towne Lake Parkway Project was completed \$1 million under budget.

BUDGET:

Budgeted Amount: \$500,000

Account Name: SPLOST - ED

Amount Encumbered: \$0

Account #:

Amount Spent to Date: \$0

Amount Requested: \$1,591,150

Remaining Budget: -\$1,091,150

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

Contract: Yes No Ordinance/Resolution: Yes

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

ADMINISTRATIVE RECOMMENDATION:

Approve reimbursement/payment to COED in the amount of \$1,591,150 and budget amendment to increase FY2015 Budget from \$500,000 to \$1,591,150.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

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

Instructions:

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

REVENUES:

Department Org Code	Object	Account Name	Amount
32390	389000	Use of Reserves	1,091,150.00
			1,091,150.00

EXPENDITURES:

Department Org Code	Object	Account Name	Amount
37510000	572000-67300	Payments to COED	1,091,150.00
			1,091,150.00

PURPOSE OF TRANSFER/ AMENDMENT

The Cherokee Office of Economic Development has an option on 28.93 acres for \$1,591,150.
 The current FY2015 Budget for Econ Dev spending is \$500,000.

Department Head Approval: _____ *James Dink* _____

County Manager Approval: _____

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

Jerry Cooper

From: mmartin@cherokeega.org
Sent: Monday, December 01, 2014 4:51 PM
To: Jerry Cooper
Cc: L. B. "Buzz" Ahrens Jr.
Subject: Crawfis
Attachments: Crawfis Contract Executed bt MD_GC.pdf

Hi guys,

Thanks again for lunch last week! Hope y'all had a great Thanksgiving!

Per our discussion, attached is the contract with Crawfis for the remaining 28.93 acres (@ \$55,000/acre for a total of \$1,591,150). Hopefully we can get this on the agenda for the December 16th meeting. Heath is coordinating the title search and survey. We'll get back with you on that information. We are currently set to close on or before January 14, 2015.

Thanks again and let me know if you have any questions!

MM

Misti Martin
PRESIDENT
770.345.0600 TEL
770.345.0030 FAX
cherokeega.org

--

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

**CONTRACT FOR PURCHASE OF REAL PROPERTY
WITH OPTION TO PURCHASE ADDITIONAL PROPERTY**

THIS CONTRACT FOR PURCHASE OF REAL PROPERTY WITH OPTION TO PURCHASE ("Agreement") made and entered into this 14 day of January, 2014, by and between the Development Authority of Cherokee County, whose principal address is 3605 Marietta Hwy, Canton, GA 30114, hereinafter referred to as "Purchaser" and George Crawfis, whose principal address is 6016 Old Alabama Road, Acworth, GA 30102-1516 hereinafter referred to as "Seller":

WITNESSETH:

WHEREAS, Seller is the fee simple owner of certain real property being, lying and situated in the County of Cherokee, State of Georgia, such real property having the street address of 6016 Old Alabama Road, Acworth, GA 30102-1516 and such property being more particularly described as County Parcel ID 2105-248A, consisting of a total of 34.8+/- acres, and Parcel ID 2105-247, consisting of 1.13 +/- acres ("the Premises"), the Premises being and containing a total of 35.93+/- acres; and

WHEREAS, Purchaser desires to purchase a minimum of 7 acres of the Premises, said 7+ acres being that portion of the Premises lying east of the creek which runs thru the Premises and as approximately shown on the tax map attached hereto as Exhibit "A" (the "Purchase Property"), the exact boundaries of the Purchase Property to be surveyed and agreed upon by both parties; and

WHEREAS, Purchaser desires to procure an option to purchase the remainder of the Premises, consisting of approximately 29+/- acres (the "Option Property") upon the terms and provisions as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and for the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. ADDITIONAL DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following meanings:

- (a) "Execution Date" shall mean the day upon which the last party to this Agreement shall duly execute this Agreement;
- (b) "Option Fee" shall mean that amount paid by Purchaser to Seller for the exclusive right and option to purchase the Option Property;
- (c) "Option Term" shall mean that period of time commencing on the Execution Date and lasting for a period of 18 months or less;

(d) "Option Exercise Date" shall mean that date, within the Option Term, upon which the Purchaser shall send its written notice to Seller exercising its Option to Purchase;

(e) "Closing Date" shall mean the last day of the closing term or such other date during the closing term selected by Purchaser.

(f) "Due Diligence Period" Purchaser shall have a due diligence period that begins on the Execution Date. The due diligence period will be for a period of ~~45~~ ³⁰ days. *30 days*

2. CONTRACT FOR PURCHASE & SALE OF REAL PROPERTY. Seller agrees to sell and Purchaser agrees to buy the Purchase Property upon the following terms and conditions:

(a) Purchase Price. The purchase price for the Purchase Property shall be the sum of Fifty-five Thousand and No/100 Dollars (\$55,000.00) per acre for a minimum of 7 acres, the exact amount to be determined by the survey;

(b) Earnest Money. Purchaser has paid to the Seller One Hundred and No/100 Dollars (\$100.00), receipt whereof is hereby acknowledged by Seller, which earnest money is to be applied as part payment of purchase price of said Property at the time sale is consummated.

(c) Warranty of Title. Seller agrees to furnish a marketable title to said Purchase Property and agrees to convey said Property by warranty deed to Purchaser at time sale is consummated, subject to all valid restrictions of record; zoning ordinances affecting said Property; encumbrances, if any, as specified in contract; general utility and sewer easements of record.

(d) Title Examination. The Purchaser shall have reasonable time after acceptance of this contract in which to examine title and in which to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have reasonable time after receipt of such objections to satisfy all valid objections and if Seller fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to Seller, this contract shall be null and void. Marketable Title as used herein shall mean title which a title insurance company licensed to do business in the State of Georgia will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein. Purchaser shall bear the cost of any such title examination.

(e) Destruction of Premises. Seller warrants that when the sale is consummated, the improvements on the Property will be in the same condition as they are on the date this contract is signed by the Seller, natural wear and tear excepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then, at the election of the Purchaser: (1) The contract may be canceled; (2) Purchaser may consummate the contract and receive such insurance as is paid on the claim of loss. If Purchaser has not been so notified within forty-five (45) days subsequent to the occurrence of such damage or destruction, Purchaser may, at its option, cancel the Contract.

EXCEPT AS PROVIDED FOR IN ITS SPECIFIC STIPULATIONS.

(f) Entry. Purchaser, his agents or representatives, at Purchaser's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, testing, and surveying the Property. Purchaser assumes all responsibility for the acts of himself, his agents, or representatives in exercising his rights under this paragraph and agrees to hold Seller harmless for any damages or injuries resulting therefrom.

(g) Closing and Possession. (1) Real estate taxes on said Property for the calendar year for which the sale is closed shall be prorated as of the date of Closing; (2) Seller shall pay the State of Georgia property transfer tax; (3) Purchaser shall pay the cost of a survey of the Property by a registered Georgia Land Surveyor of Purchaser's choice; (4) The closing shall take place on or before seventy-five (75) days from the Execution Date, at a time and place convenient to Seller and Purchaser; and (5) Seller agrees to deliver possession of the premises to Purchaser at Closing.

3. GRANT OF OPTION. For and in consideration of the Option Fee payable to Seller as set forth herein, Seller does hereby grant to Purchaser the exclusive right and option ("Option") to purchase the Option Property upon the terms and conditions as set forth herein.

(a) Option Fee. Purchaser has paid to Seller the sum of One Hundred Fifty and No/100 Dollars (\$150.00), the receipt of which is hereby acknowledged. The Option Fee shall be applied toward the Purchase Price of the Option Property upon closing.

(b) Additional Consideration. In addition to the Option Fee, Purchaser agrees to assist Seller in rezoning the Premises to Light Industrial, master planning the 35.4+/- acres, and marketing the Premises at Purchaser's expense.

(c) Exercise of Option. Purchaser may exercise its exclusive right to purchase the Option Property pursuant to the Option, at any time during the Option Term, by giving written notice thereof to Seller. As provided for above, the date of sending of said notice shall be the Option Exercise Date. In the event the Purchaser does not exercise its exclusive right to purchase the Option Property granted by the Option during the Option Term, Seller shall be entitled to retain the Option Fee and this Agreement shall become absolutely null and void and neither party hereto shall have any other liability, obligation or duty herein under or pursuant to this Agreement.

(d) Purchase Price. The purchase price for the Option Property shall be the sum of Fifty-five Thousand and No/100 Dollars (\$55,000.00) per acre, the exact amount to be determined by the survey; with the option to extend the Option Term for an additional six months at a purchase price of Sixty-five Thousand and No/100 Dollars (\$65,000.00) per acre.

(e) Default by Purchaser; Remedies of Seller. In the event Purchaser, after exercise of the Option, fails to proceed with the closing of the purchase of the Premises pursuant to the terms and provisions as contained herein and/or under the Contract, Seller shall be entitled to retain the Option Fee as liquidated damages, and any additional consideration as outlined in section 5(b) of this contract, and shall have no further recourse against Purchaser;

(f) **Default by Seller; Remedies of Purchaser.** In the event Seller fails to close the sale of the Premises pursuant to the terms and provisions of this Agreement and/or under the Contract, Purchaser shall be entitled to either sue for specific performance of the real estate purchase and sale contract or terminate such Contract and sue for money damages.

4. MISCELLANEOUS.

(a) **Execution by Both Parties.** This Agreement shall not become effective and binding until fully executed by both Purchaser and Seller.

(b) **Notice.** All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage pre-paid. Such notices shall be deemed to have been served on the date mailed, postage pre-paid. All such notices and communications shall be addressed to the Seller at 6016 Old Alabama Road, Acworth, GA 30102-1516 and to Purchaser at 3605 Marietta Hwy, Canton, GA 30114 or at such other address as either may specify to the other in writing.

(c) **Fee Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(d) **Successors and Assigns.** This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement.

(e) **Time.** Time is of the essence of this Agreement.

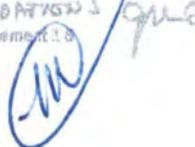
(f) **Headings.** The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(g) **Cost of this Agreement.** Any cost and/or fees incurred by the Purchaser or Seller in executing and fulfilling this Agreement shall be borne by the respective party incurring such cost and/or fees.

(h) **Real Estate Commissions.** Purchaser and Seller agree that no Real Estate Agents or Brokers have been used in connection with the marketing, sale or purchase of the Property and that no real estate sales commissions are due upon the Closing of the sale of the Property. Should any person claim that a commission is due, the Seller shall indemnify and hold harmless the Purchaser from any and all liability incurred as a result of such claims, including all costs, damages, and attorney's fees incurred by Purchaser as a result of such claims.

5. SPECIAL STIPULATIONS.

(a) Seller has the right to remove any structure from the Premises, providing that in the event he removes any part of the structure he must remove the entire structure. *WITH THE EXCEPTION OF MASONRY FOUNDATIONS*

me


(b) Purchaser agrees to assist Seller in rezoning the Premises to Light Industrial at Purchasers expense, as well as provide a sewer easement to the Option Property in the event the Purchaser does not exercise the option to purchase the Option Property.

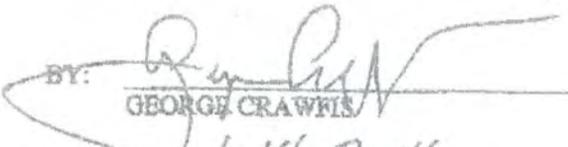
IN WITNESS WHEREOF, the parties have herunto set their hands and affixed their seals as of the date first hereinabove written.

DEVELOPMENT AUTHORITY OF
CHEROKEE COUNTY

BY: 

NAME: Marshall L. Day, Chairman

DATE: 1/8/2014

BY: 
GEORGE CRAWFIS

DATE: 1-14-2014



Cherokee County, Georgia Agenda Request

SUBJECT: Asphalt Contract

MEETING DATE: 12/16/2014

SUBMITTED BY: Cliff Harden, Director Roads and Bridges

COMMISSION ACTION REQUESTED:

Consider approval of Professional Services Agreements for annual asphalt purchases from the three proposers and local suppliers: CW Matthews (\$1.2m annually), Blount Construction (\$1.6m annually), and Baldwin Paving (\$130k annually), for a total purchase value estimated at \$8.79m over three years.

FACTS AND ISSUES:

RFP# 2014-36: Asphalt was advertised on August 22, 2014 for the annual asphalt purchases required by the Roads and Bridges Department for various projects. There are three (3) local companies which provide this material – CW Matthews, Blount Construction, and Baldwin Paving. On September 9, 2014 each company provided pricing as outlined in the attached Proposal Pricing by Group document.

The contracts allow for quarterly price adjustments based on the current GDOT index for asphalt. Material will be ordered from the lowest overall-priced supplier depending on how much material is needed for a specific project and where that project is located within the County.

Total expenditure by supplier for FY 2014 was: CW Matthews, \$1,108,235.38; Blount Construction, \$1,583,398.80; Baldwin Paving, \$125,541.53. Total asphalt expenditure for FY2013 was \$2,930,921.53; total expenditure for FY2014 (through August) is \$2,817,175.71.

BUDGET:

Budgeted Amount:	\$	Account Name:	SPLOST – depends on project
Amount Encumbered:	\$	Account #:	
Amount Spent to Date:	\$		
Amount Requested:	\$		
Remaining Budget:	\$		

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

Contract: Yes No Ordinance/Resolution: Yes No

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

ADMINISTRATIVE RECOMMENDATION:

Approve Professional Services Agreements for annual asphalt purchases from the three proposers and local suppliers: CW Matthews (\$1.2m annually), Blount Construction (\$1.6m annually), and Baldwin Paving (\$130k annually), for a total purchase value estimated at \$8.79m over three years.

REVIEWED BY:

DEPARTMENT HEAD: Cliff Harden

AGENCY DIRECTOR: [Signature]

COUNTY MANAGER: [Signature]

Christy Black

Subject: FW: Question Asphalt Purchase Agenda item

From: Kristi Thompson
Sent: Thursday, December 11, 2014 10:42 AM
To: Cliff Harden; Geoff Morton; Christy Black
Cc: Dale Jordan; Savannah Shadburn
Subject: RE: Question Asphalt Purchase Agenda item

Yes, all three PSAs are set for three one-year auto renewals; if we do not want to renew we just have to give the vendor notice no later than September 25th. The County can also terminate the agreement any time for convenience with 5 days written notice to the vendor; the vendor can only terminate the agreement should the County not pay them within 30 days of the County receiving a "notice of delinquency and opportunity to cure".

Kt

Thank you,

Kristi Thompson

Cherokee County Board of Commissioners
Procurement & Risk Management
1130 Bluffs Pkwy - Canton, GA 30114
kthompson@cherokeega.com
P: 770-721-7805 | Fax: 678-493-6035

Please visit our [website](#) for current Bids & RFPs!

From: Cliff Harden
Sent: Thursday, December 11, 2014 10:34 AM
To: Geoff Morton
Cc: Kristi Thompson
Subject: FW: Question Asphalt Purchase Agenda item

Or Kristi

From: Cliff Harden
Sent: Thursday, December 11, 2014 10:33 AM
To: Geoff Morton
Cc: Dale Jordan; Savannah Shadburn
Subject: FW: Question Asphalt Purchase Agenda item

More of a Dale-question

Procurement Summary

Date Submitted: 9-Dec-14
Submitted by: Savannah Shadburn
PSA Number: 2014-36
Value of Contract: \$8,790,000
Period of Performance: January 1, 2015 - December 31, 2018
Supplier Name: Multiple
General Description: Hot Mix Asphalt supplier
Source of Funds: SPLOST

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 No*

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

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*

* supplier locations near County

Weight	Proposal Evaluation Criteria
50%	Evaluated Price
30%	Proximity
20%	Availability

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*	Evaluated Price*	Vendor Cost	Bidder	Location
96.78	\$ 1,200,000.00	\$ 55.58	CW MATTHEWS CONTRACTING	CUMMING, GA, annual price
95.86	\$ 130,000.00	\$ 55.92	BALDWIN PAVING COMPANY	CUMMING, GA, annual price
96.99	\$ 1,600,000.00	\$ 59.85	BLOUNT CONSTRUCTION	CUMMING, GA, annual price

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 checked="" 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: Total contract value for each supplier is based on the actual spend in FY 2014, and has been used as an estimate. Scoring is based on the Cumming location, which was the only plant location quoted by all three suppliers.

Why Other Than Low Bidder Selected:
(If Applicable)

*Notes: The attached price evaluation and scoring sheet shows how the total scores were derived for this RFP. Since the scoring was competitive, we advise issuing contracts to all three suppliers, per section 5.6 of the RFP documents.

For each individual project, Roads and Bridges will evaluate the suppliers based on the current asphalt index pricing, the distance from the plant to the project site, and the availability of the required material at the plant. Award will be made to the lowest cost provider that can support the material for the project. Procurement has reviewed and approved the spreadsheet to be utilized by Roads and Bridges for the project evaluations.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

RFB/RFP No.: 2014-36

RFB/RFP NAME: HOT MIX ASPHALT

BID DUE DATE/TIME: Monday, September 08, 2014

Proposals Received (no particular order)

<u>NAME</u>	<u>CITY/STATE</u>	<u>ATT. A E VERIFY</u>	<u>ATT. B REFERENCES</u>	<u>ATT. C NON- COLLUSION</u>	<u>ATT. D ADDENDUM</u>	<u>ATT. E PSA EXCEPTIONS</u>	<u>COST PROPOSAL COMPLETED</u>
BALDWIN PAVING COMPANY		YES	YES	YES	YES	NO ^A	YES
CW MATTHEWS CONTRACTING		YES	YES	YES	YES	YES	YES
BLOUNT CONSTRUCTION		YES	YES	YES	YES	YES ^B	YES

Notes:

A - Exhibit is not signed, but no exceptions are noted.

B - D-Mix is internal design only, instead of D-Mix with required DOT mix design

Opening/Reading Attendance

COMPANY	NAME
CHEROKEE COUNTY PROCUREMENT	SAVANAH SHADBURN

CHEROKEE COUNTY BOARD OF COMMISSIONERS

Price Evaluation

RFB/RFP No. and Name: 2014-36: Hot Mix Asphalt

Prepared by: D. Jordan

Price Range		Index Assumption	Location	Baldwin	Blount	CWMat.	Average	2014 Range of Pricing		Note
\$'s	%							Low	High	
		\$ 601.00								
\$ 2.77	5.1%	ModB	Cumming	\$ 53.68	\$ 57.35	\$ 54.58	\$ 55.20			Lower than 2014
			Kennesaw			\$ 57.23				
			Ball Ground			\$ 55.92				
						\$ 55.91		\$ 55.25	\$ 56.48	
\$ 3.39	6.1%	9.5mm	Cumming	\$ 55.46	\$ 58.80	\$ 55.41	\$ 56.56			Lower than 2014
			Kennesaw			\$ 58.67				
			Ball Ground			\$ 60.39				
						\$ 58.16		\$ 59.65	\$ 61.10	
\$ 3.43	6.3%	12.5mm	Cumming	\$ 53.92	\$ 57.35	\$ 54.58	\$ 55.28			Close to Low for 2014
			Kennesaw			\$ 57.23				
			Ball Ground			\$ 55.92				
						\$ 55.91		\$ 55.05	\$ 56.00	

PRICE SCORING

Composite Price for Evaluation Purpose	\$ 163.06	\$ 173.50	\$ 164.57	Composite Pricing
	\$ -	\$ 10.44	\$ 1.51	Difference
	0%	6%	1%	% Difference
	50.00	46.99	49.54	Scoring

Material	Price Variations		
	Cumming	Kennesaw	Ball Ground
MOD B	5.1%	4.9%	2.5%
9.5mm	6.1%	5.9%	9.0%
12.5mm	6.3%	4.9%	2.5%

Competitive

Amount over CWM's Cumming Pricing

Notes:

Pricing difference for the Cumming location represents a 5-6% market variation.

Pricing difference for the other locations represents a 5-9% variation based on CWM's plant cost differences and Ball Ground having its own rock quarry.

Since the pricing will be used to determine the lowest cost location, differences in pricing will be considered at the time of need.

Pricing for the Cumming locations provide price competition and allow the other locations to be evaluated for general competitiveness.

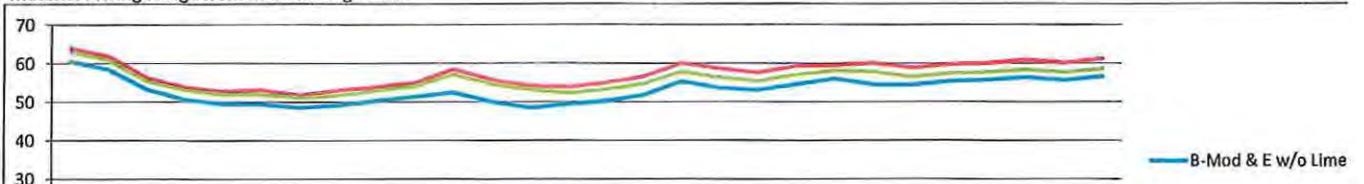
Historical pricing graph by type is attached (and under tab "Quotes").

PROXIMITY SCORING

Mileage to Bluffs				Notes
CWMat.	Blount	Baldwin		
	28.5	26.1	29.7	Miles FR R&B to Plant (as would be tr
	2.4	0	3.6	Difference
	0.091954	0	0.13793103	% Difference
	27.241379	30	25.862069	Scoring

Overall Scoring			
	CWMat.	Blount	Baldwin
Pricing	49.54	46.99	50.00
Proximity	27.24	30.00	25.86
Availability	20	20	20
Score	96.78	96.99	95.86

Material Pricing Range from 2008 through 2014



Procurement Summary

Date Submitted: 9-Dec-14
Submitted by: Savannah Shadburn
PSA Number: 2014-36
Value of Contract: \$3,600,000
Period of Performance: January 1, 2015 - December 31, 2018
Supplier Name: CW Matthews Contracting
General Description: Hot Mix Asphalt supplier
Source of Funds: SPLOST

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 No*

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

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*

* supplier locations near County

Weight	Proposal Evaluation Criteria
50%	Evaluated Price
30%	Proximity
20%	Availability

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*	Evaluated Price*	Vendor Cost	Bidder	Location
96.78	\$ 1,200,000.00	\$ 55.58	CW MATTHEWS CONTRACTING	CUMMING, GA
95.86	\$ 130,000.00	\$ 55.92	BALDWIN PAVING COMPANY	CUMMING, GA
96.99	\$ 1,600,000.00	\$ 59.85	BLOUNT CONSTRUCTION	CUMMING, GA

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 checked="" 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: Total contract value for each supplier is based on the actual spend in FY 2014, and has been used as an estimate.

Why Other Than Low Bidder Selected:
 (If Applicable)

***Notes:**

Procurement Summary

Date Submitted: 9-Dec-14
Submitted by: Savannah Shadburn
PSA Number: 2014-36
Value of Contract: \$4,800,000
Period of Performance: January 1, 2015 - December 31, 2018
Supplier Name: Blount Construction
General Description: Hot Mix Asphalt supplier
Source of Funds: SPLOST

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 No*

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

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*

* supplier locations near County

Weight	Proposal Evaluation Criteria
50%	Evaluated Price
30%	Proximity
20%	Availability

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*	Evaluated Price*	Vendor Cost	Bidder	Location
96.99	\$ 1,600,000.00	\$ 59.85	BLOUNT CONSTRUCTION	CUMMING, GA
95.86	\$ 130,000.00	\$ 55.92	BALDWIN PAVING COMPANY	CUMMING, GA
96.78	\$ 1,200,000.00	\$ 55.58	CW MATTHEWS CONTRACTING	CUMMING, GA

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 checked="" 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: Total contract value for each supplier is based on the actual spend in FY 2014, and has been used as an estimate.

Why Other Than Low Bidder Selected:
 (If Applicable)

***Notes:**

Procurement Summary

Date Submitted: 9-Dec-14
Submitted by: Savannah Shadburn
PSA Number: 2014-36
Value of Contract: \$390,000
Period of Performance: January 1, 2015 - December 31, 2018
Supplier Name: Baldwin Paving Company
General Description: Hot Mix Asphalt supplier
Source of Funds: SPLOST

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 No*

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

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*

* supplier locations near County

Weight	Proposal Evaluation Criteria
50%	Evaluated Price
30%	Proximity
20%	Availability

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*	Evaluated Price*	Vendor Cost	Bidder	Location
95.86	\$ 130,000.00	\$ 55.92	BALDWIN PAVING COMPANY	CUMMING, GA
96.99	\$ 1,600,000.00	\$ 59.85	BLOUNT CONSTRUCTION	CUMMING, GA
96.78	\$ 1,200,000.00	\$ 55.58	CW MATTHEWS CONTRACTING	CUMMING, GA

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 checked="" 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: Total contract value for each supplier is based on the actual spend in FY 2014, and has been used as an estimate.

Why Other Than Low Bidder Selected:
 (If Applicable)

***Notes:**

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.