



Action Requested/Required:

- Vote/Action Requested
- Discussion or Presentation Only
- Public Hearing
- Report Date: _____
- Hearing Date: _____
- Voting Date: _____

Department: Administration **Presenter(s) & Title:** Billy Peppers
City Manager

Agenda Item Title:

Discussion and Possible Action on Resurfacing Intergovernmental Agreement with Cherokee County

Summary:

Cherokee County is working with the municipalities on a joint resurfacing project for 2024. This entails each city and the county combining LMIG projects into a single competitive bid to work towards intergovernmental cooperation, reduced mobilization prices, and potentially better bid results. The bids are expected to be back in March and awarded by the Board of Commissioners at that time. Canton has 1.777 miles of local streets to resurface at an estimated cost of \$523,683.12.

Budget Implications:

Budgeted? Yes No N/A
Total Cost of Project: \$ 523,683.12 Check if Estimated
Fund Source: General Fund Water & Sewer Sales Tax Other: LMIG

Staff Recommendations:

Staff recommends a motion to approve the Resurfacing Intergovernmental Agreement with Cherokee County.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? Yes No

Attachments:

Draft IGA for Resurfacing; Canton Resurfacing Exhibit A

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

**INTERGOVERNMENTAL AGREEMENT
FOR CHEROKEE COUNTY
TO PROVIDE RESURFACING AND ROAD REPAIRS FOR
VARIOUS ROADS IN THE CITY OF CANTON**

THIS AGREEMENT entered into between the City of Canton, Georgia, a municipal corporation, lying wholly within Cherokee County, Georgia, hereinafter referred to as the “City,” and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the County plans on the repair and resurfacing of various roads during its 2024 Resurfacing Program project and the City also desires to provide such repair and resurfacing work within the City, more specifically as depicted and summarized on Exhibit “A” attached hereto; and

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

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.

SERVICES; FEES

1.1 The County, through its 2024 Resurfacing Program, shall include the resurfacing and road repair work for the various City roads depicted in “Exhibit A” for a distance totaling 1.777 miles (the “Work”).

1.2 The City, shall reimburse the County for the work completed in “Exhibit A”, in accordance with the amount of work actually completed, per unit prices provided by the

County's contractor, through its 2024 Roadway Program contract. (The estimated cost of that work is \$523,683.12)

1.3 The City shall, during the resurfacing work and within forty-eight (48) hours of the County's completion of the Work:

- a) Conduct an inspection of the Work; and
- b) Notify the County in writing of any deficiencies in the Work revealed by such inspection.

The County shall address any such deficiencies with its contractor in a timely manner and to the reasonable satisfaction of the City. Thereafter, the County shall have no continued obligation to the City whatsoever regarding the Work, including but not limited to any obligation of monitoring or maintenance of the Work, other than the contractor's specified maintenance period, and the City shall assume all responsibility for maintenance and monitoring of the Work.

1.4 The City shall reimburse the County for the work actually completed and measured (estimated amount equal to \$523,683.12), to be paid to the County after June 30, 2024.

2.

TERM; TERMINATION

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall continue until December 31, 2024.

3.

ASSIGNMENT OR TRANSFER

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

4.

NOTICES

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

City of Canton:
Attn: City Manager
City of Canton
110 Academy Street
Canton, Georgia 30114

Cherokee County:
Attn: County Manager
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

5.

GENERAL PROVISIONS OF THIS AGREEMENT

5.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

5.2 No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this License.

5.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

5.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

5.5 This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

6.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect to the Project; no member, officer, employee, representative or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties.

7.

AUTHORITY TO ENTER INTO AGREEMENT

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

8.

HOLD HARMLESS

The City does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the County's performance of its obligations under this Agreement.

9.

NO THIRD-PARTY RIGHTS

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this ____ day of _____, 2024.

City of Canton

Cherokee County

By: Bill Grant, Mayor

By: Harry B. Johnston, Chairman

Attest: _____
City Clerk (Seal)

Attest: _____
County Clerk (Seal)

EXHIBIT "A"

CITY OF CANTON

Pay Items	Description	Qty	Unit	Unit Price	Amount
150-1010	TRAFFIC CONTROL	1	LS	\$ 52,368.31	\$ 52,368.31
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (4" w/ 19MM)	750	TN	\$ 177.69	\$ 133,267.50
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	2,037	TN	\$ 125.00	\$ 254,625.00
413-0750	TACK COAT	2,648	GAL	\$ 5.06	\$ 13,398.88
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	1,254	SY	\$ 3.39	\$ 4,251.06
432-0208	MILL ASPH CONC PVMT, 2 IN DEPTH	844	SY	\$ 13.25	\$ 11,183.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH (8' wide profile w/ 50' length butt joints)	10,349	SY	\$ 4.01	\$ 41,499.49
611-8050a	ADJUST MANHOLE WITH RISER	4	EA	\$ 525.00	\$ 2,100.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	1	EA	\$ 1,868.14	\$ 1,868.14
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	8,836	LF	\$ 0.84	\$ 7,422.24
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	206	LF	\$ 8.25	\$ 1,699.50

Cost Estimate	\$ 523,683.12
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Location No.	Road Name	Beginning Point	Ending Point	Roadway Length (MI)
1	Dogwood Street	Center Street	Elmwood Street	0.126
2	Elmwood Street	Center Street	Cul de sac	0.412
3	Birch Street	Juniper Street	Highland Street	0.265
4	Ivy Street	Center Street	Birch Street	0.055
5	Ivy Street	Birch Street	Alpine Street	0.055
6	Apine Street	Juniper Street	Highland Street	0.141
7	Cross Street	Center Street	Birch Street	0.072
8	Center Street	Juniper Street	Dead End	0.468
9	Highland Street	Alpine Street	Center Street	0.123
10	Highland Street	Center Street	Elmwood Street	0.061

Total mileage			1.777
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EXHIBIT "A"

2024 Resurfacing Canton

Location No.	Subdivision	Road Name	Asphalt						Leveling/Patching/Tack		
			Paving Width (LF)	Roadway (SY)	Cul de sac (SY)	Total (SY)	12.5 mm (#/SY)	12.5 mm (TN)	Patching (SY)	Patching (TN)	Tack (GAL)
1		Dogwood Street	17	1,254		1,254	165	109	41	9	130
2	*	Elmwood Street	21	5,700		5,700	165	494	431	100	613
3		Birch Street	20	3,111		3,111	165	269	85	20	320
4	*	Ivy Street	23	746		746	165	65	233	54	98
5	*	Ivy Street	23	749		749	165	65	504	116	125
6		Apine Street	22	1,816		1,816	165	157	1,017	235	283
7		Cross Street	20	844		844	220	97	306	71	115
8		Center Street	25	6,861		6,861	165	594	550	127	741
9		Highland Street	20	1,438		1,438	165	125			144
10		Highland Street	20	711		711	165	62	78	18	79
		Totals						2,037		750	2,648

- PS Paved Shoulder
- P PROFILE MILL
- T TRANSITION MILL
- Manhole quantities are for inventor
- * Filling in gutter with asphalt

EXHIBIT "A"

2024 Resurfacing Canton

Location No.	Subdivision	Road Name	Milling			Adjustments		Striping	
			Profile (SY)	1.5" (SY)	2" (SY)	Water Valve (EA)	Manhole (EA)	5" Yellow Solid (LF)	24" white (LF)
1		Dogwood Street		1,254					24
2	*	Elmwood Street	17				2		14
3		Birch Street	2,178				2		14
4	*	Ivy Street	225						28
5	*	Ivy Street	225						28
6		Apine Street	1,156					1,486	14
7		Cross Street			844				28
8		Center Street	3,843					5,416	14
9		Highland Street	1,200						
10		Highland Street	1,505			1		1,934	42
		Totals	10,349	1,254	844	1	4	8,836	206

- PS Paved Shoulder
- P PROFILE MILL
- T TRANSITION MILL
- Manhole quantities are for inventor
- * Filling in gutter with asphalt