



**Action Requested/Required:**

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

**Department:** Public Works **Presenter(s) & Title:** Kelly Pendley - Operations Manager

**Agenda Item Title:**

Discussion and possible action of Road Resurfacing Intergovernmental Agreement with Cherokee County

**Summary:**

Cherokee County is working with the municipalities on a joint resurfacing project for 2026. 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 on April 6, 2026, and Awarded April 21. We have 4.48 miles of local streets to resurface at an estimated cost of \$1,309,287.37

**Budget Implications:**

Budgeted?  Yes  No  N/A

Total Cost of Project:  Check if Estimated

Fund Source: General Fund  Water & Sewer  Sales Tax  Other:

**Staff Recommendations:**

Staff recommends entering into an Intergovernmental agreement with Cherokee County for the Road Resurfacing project to not exceed \$1,309,287.37.

**Reviews:**

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

**Attachments:**

Draft IGA for Resurfacing  
Exhibit A - Road Estimates

**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 2026 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 2026 Resurfacing Program, shall include the resurfacing and road repair work for the various City roads depicted in “Exhibit A” for a distance totaling 4.839 miles (the “Base 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

## IGA - 2026 Resurfacing Project - Canton

County's contractor, through its 2026 Roadway Program contract. (The estimated cost of work is \$1,309,287.37)

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 in the amount equal to \$1,309,287.37, based on the amount of work actually completed and measured, to be paid to the County after June 30, 2026.

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, 2026.

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

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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 \_\_\_\_\_, 2026.

**City of Canton**

**Cherokee County**

\_\_\_\_\_  
By: Bill Grant, Mayor

\_\_\_\_\_  
By: Harry B. Johnston, Chairman

Attest: \_\_\_\_\_  
City Clerk (Seal)

Attest: \_\_\_\_\_  
County Clerk (Seal)

**EXHIBIT "A"**

(attach Cost Estimate and Work Details)

Exhibit A (3-17-2026)

City of Canton		Qty	Unit	Unit Price	Amount
Pay Items	Description				
150-1010	TRAFFIC CONTROL	1	LS	\$ 65,464.37	\$ 65,464.37
210-0200	SHOULDER BUILDING	0.000	MI	\$ 19,500.00	\$ -
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (4" w/ 19MM)	348	TN	\$ 180.00	\$ 62,640.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	4,825	TN	\$ 120.00	\$ 579,000.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	2,062	TN	\$ 122.00	\$ 251,564.00
413-0750	TACK COAT	8,107	GAL	\$ 5.00	\$ 40,535.00
415-5000	ASPHALTIC CONCRETE OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL BITUM MATL & H LIME	0	TN	\$ 125.00	\$ -
432-0206	MILL ASPH CONC PVTM, 1 1/2 IN DEPTH	77,365	SY	\$ 3.00	\$ 232,095.00
432-5010	MILL ASPH CONC PVTM, VARIABLE DEPTH (8' wide profile w/ 50' length butt joints)	400	SY	\$ 3.00	\$ 1,200.00
611-8050a	ADJUST MANHOLE WITH RISER	16	EA	\$ 600.00	\$ 9,600.00
611-8050b	ADJUST MANHOLE WITH CONCRETE COLLAR	3	EA	\$ 2,350.00	\$ 7,050.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	4	EA	\$ 1,250.00	\$ 5,000.00
647-6300	LOOP DETECTOR, 6 FT X 40 FT, QUADRUPOLE	6	EA	\$ 3,850.00	\$ 23,100.00
653-0110	THERMOPLASTIC PVTM MARKING, ARROW, TP 1	4	EA	\$ 90.00	\$ 360.00
653-0120	THERMOPLASTIC PVTM MARKING, ARROW, TP 2	19	EA	\$ 90.00	\$ 1,710.00
653-0130	THERMOPLASTIC PVTM MARKING, ARROW, TP 3	0	EA	\$ 200.00	\$ -
653-0210	THERMOPLASTIC PVTM MARKING, WORD, TP 1	10	EA	\$ 200.00	\$ 2,000.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	207	LF	\$ 10.00	\$ 2,070.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	980	LF	\$ 3.00	\$ 2,940.00
653-1906	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	4,947	LF	\$ 1.00	\$ 4,947.00
653-2602	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	5,600	LF	\$ 1.00	\$ 5,600.00
653-2611	THERMOPLASTIC SKIP TRAF STRIPE, 6 IN WHITE	6,300	GLF	\$ 1.00	\$ 6,300.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	764	SY	\$ 8.00	\$ 6,112.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	0	SY	\$ 8.00	\$ -
654-1000	RAISED PVTM MARKERS TP 1/TP 3	0	EA	\$ 10.00	\$ -

**Cost Estimate \$ 1,309,287.37**

## 2026 Resurfacing - Canton

Subdivision	Road Name	Beginning Point	Ending Point	Roadway Length (MI)	4" Mill & Patch	OGI Leveling	Pave (mm)	Milling (IN)	Inlay (IN)	Overlay (IN)	Asphalt								
											Paving Width (LF)	Roadway (SY)	Cul de sac (SY)	Total (SY)	9.5 mm (#/SY)	9.5 mm (TN)	12.5 mm (#/SY)	12.5 mm (TN)	
Puckett Creek	Puckett Creek Dr	Canton City Limits	Cul de sac	0.690			9.5		1.5	1.5	20	8,100	1,250	9,350	165	810			
Puckett Creek	Puckett Creek Cir	Puckett Creek Dr	Cul de sac	0.030			9.5		1.5	1.5	20	352	625	977	165	85			
Puckett Creek	Creek View Pl	Puckett Creek Dr	Cul de sac	0.059			9.5		1.5	1.5	20	692	625	1,317	165	114			
	Franklin Hills Ct	Dorsey Rd	Cul de sac	0.130			9.5		1.5	1.5	20	1,525	625	2,150	165	186			
	Dorsey Rd	N Etowah Dr	End - last house	0.100			9.5	T/P/Overlay		1.5	19	1,115		1,115	165	97			
Whispering Woods	Wood Chase Ln	Right side	Cul de sac	0.030			9.5		1.5	1.5	20	352	625	977	165	85			
Whispering Woods	Wood Chase Ln	Left side	Cul de sac	0.110			9.5		1.5	1.5	20	1,291	625	1,916	165	166			
Whispering Woods	Whispering Ct	Whispering Woods Dr	Cul de sac	0.080			9.5		1.5	1.5	20	939	625	1,564	165	135			
Whispering Woods	Windy Hill Ct	Whispering Woods Dr	Cul de sac	0.070			9.5		1.5	1.5	20	821	625	1,446	165	125			
Whispering Woods	Windy Trace	Windy Hill Ct	Cul de sac	0.030			9.5		1.5	1.5	20	352	625	977	165	85			
	Old Donaldson Rd	SR 140	MB 276	0.100			12.5	T/Overlay		1.5	18	1,056		1,056			165	91	
<i>Old Donaldson Rd Notes: Pave Entire Old Donaldson Rd. Other details found on Cherokee County.</i>																			
<i>Old Donaldson Rd Notes: Millings to be placed on shoulders prior to paving.</i>																			
Rose Ridge	Rose Ridge Dr	Brick Mill Rd	Cul de sac	0.760			9.5		1.5	1.5	20	8,917	875	9,792	165	848			
Rose Ridge	Rose Ridge Ct	Rose Ridge Dr	Cul de sac	0.280			9.5		1.5	1.5	20	3,285	625	3,910	165	339			
Rose Ridge note: Rose Ridge Drive pave ace/decl lane																			
	Lamer Haley Pkwy	Brown Industrial Pkwy	pavement joint	0.200			12.5		1.5	1.5	20	2,347		2,347			165	203	
The Station at Prominence	Village Dr	Keeter Rd	Nobleman Way	0.230			9.5		1.5	1.5	21	2,834		2,834	165	245			
The Station at Prominence	Nobleman Way	Cul de sac	Cul de sac	0.210			9.5		1.5	1.5	21	2,587	1,250	3,837	165	332			
The Station at Prominence	Cobblestone Cir	Nobleman Way	Cul de sac	0.080			9.5		1.5	1.5	20	939	625	1,564	165	135			
The Station at Prominence	Leyland Dr	Nobleman Way	Cul de sac	0.280			9.5		1.5	1.5	21	3,450	1,250	4,700	165	407			
The Station at Prominence	Prominence Cir	Leyland Dr	Cul de sac	0.040			9.5		1.5	1.5	21	493	625	1,118	165	97			
The Station at Prominence	Stonehurst Ln	Gardenview Rd	Cul de sac	0.100			9.5		1.5	1.5	21	1,232	625	1,857	165	161			
The Station at Prominence	Gardenview Rd	Leyland Dr	Stonehurst Ln	0.208			9.5		1.5	1.5	21	2,567		2,567	165	222			
The Station at Prominence	Prominence Circle	Leyland Dr	cul-de-sac	0.079			9.5		1.5	1.5	21	975		975	165	84			
The Station at Prominence	Hunters Ridge	Village Drive	cul-de-sac	0.063			9.5		1.5	1.5	21	779		779	165	67			
	Travis Tritt Lane	Marietta Hwy	Jesse McCollum Rd (marked)	0.189			12.5		1.5	1.5	35	3,881		3,881			165	336	
	MLK	Reinhart Coll Pkwy	Bluffs Pkwy	0.690			12.5		1.5	1.5	36	16,530		16,530			165	1,432	
	<b>Totals</b>			<b>4.839</b>												<b>4,825</b>		<b>2,062</b>	

PS Paved Shoulder  
P PROFILE MILL  
T TRANSITION MILL

Manhole quantities are for inventory purposes only. MUST BE FIELD VERIFIED for adjustments prior to paving.

## 2026 Resurfacing - Canton

Subdivision	Road Name	Beginning Point	Ending Point	Leveling/Patching/Tack					Milling/Shoulder Bldg		Signal	Adjustments	
				OGI (#/SY)	OGI (TN)	Patching (SY)	Patching (TN)	Tack (GAL)	Profile (SY)	1.5" (SY)	Loops 6x40 (EA)	Water Valve (EA)	Manhole (EA)
Puckett Creek	Puckett Creek Dr	Canton City Limits	Cul de sac					935		9,350			9
Puckett Creek	Puckett Creek Cir	Puckett Creek Dr	Cul de sac					98		977			
Puckett Creek	Creek View Pl	Puckett Creek Dr	Cul de sac					132		1,317			
	Franklin Hills Ct	Dorsey Rd	Cul de sac					215		2,150			
	Dorsey Rd	N Etowah Dr	End - last house			500	116	162	200				
Whispering Woods	Wood Chase Ln	Right side	Cul de sac					98		977			1
Whispering Woods	Wood Chase Ln	Left side	Cul de sac					192		1,916			
Whispering Woods	Whispering Ct	Whispering Woods Dr	Cul de sac					156		1,564			
Whispering Woods	Windy Hill Ct	Whispering Woods Dr	Cul de sac					145		1,446			
Whispering Woods	Windy Trace	Windy Hill Ct	Cul de sac					98		977			
	Old Donaldson Rd	SR 140	MB 276			500	116	156	200			2	1
	<i>Old Donaldson Rd Notes: Pave Entire Old Donaldson Rd. Other details found on Chero</i>												
	<i>Old Donaldson Rd Notes: Millings to be placed on shoulders prior to paving.</i>												
Rose Ridge	Rose Ridge Dr	Brick Mill Rd	Cul de sac					979		9,792			
Rose Ridge	Rose Ridge Ct	Rose Ridge Dr	Cul de sac					391		3,910			
Rose Ridge note: Rose Ridge Drive pave ace/decl lane													
	Lamer Haley Pkwy	Brown Industrial Pkwy	pavement joint					235		2,347			
The Station at Prominence	Village Dr	Keeter Rd	Nobleman Way					283		2,834			5
The Station at Prominence	Nobleman Way	Cul de sac	Cul de sac					384		3,837			
The Station at Prominence	Cobblestone Cir	Nobleman Way	Cul de sac					156		1,564			
The Station at Prominence	Leyland Dr	Nobleman Way	Cul de sac					470		4,700			
The Station at Prominence	Prominence Cir	Leyland Dr	Cul de sac					112		1,118			
The Station at Prominence	Stonehurst Ln	Gardenview Rd	Cul de sac					186		1,857		2	
The Station at Prominence	Gardenview Rd	Leyland Dr	Stonehurst Ln					257		2,567			
The Station at Prominence	Prominence Circle	Leyland Dr	Cul-de-sac					98		975			
The Station at Prominence	Hunters Ridge	Village Drive	Cul-de-sac					78		779			
	Travis Tritt Lane	Marietta Hwy	Jesse McCollum Rd (marked)			500	116	438		3,881			
	MLK	Reinhart Coll Pkwy	Bluffs Pkwy					1,653		16,530	6		
	<b>Totals</b>			<b>0</b>	<b>0</b>	<b>1,500</b>	<b>348</b>	<b>8,107</b>	<b>400</b>	<b>77,365</b>	<b>6</b>	<b>4</b>	<b>16</b>

**PS** Paved Shoulder  
**P** PROFILE MILL  
**T** TRANSITION MILL  
 Manhole quantities are for inventory purposes only. MUST BE FIELD VERIFIED for a

## 2026 Resurfacing - Canton

Subdivision	Road Name	Beginning Point	Ending Point	Striping												
				Type 1 Word "ONLY" (EA)	Typ 1 Arrow (EA)	Typ 2 Arrow (EA)	Typ 3 Arrow (EA)	24" white (LF)	8" White (LF)	6" White Solid (LF)	6" Yellow Solid (LF)	6" White Skips (GLF)	White (SY)	Yellow (SY)	RPMs (EA)	
Puckett Creek	Puckett Creek Dr	Canton City Limits	Cul de sac													
Puckett Creek	Puckett Creek Cir	Puckett Creek Dr	Cul de sac													
Puckett Creek	Creek View Pl	Puckett Creek Dr	Cul de sac													
	Franklin Hills Ct	Dorsey Rd	Cul de sac					14								
	Dorsey Rd	N Etowah Dr	End - last house													
Whispering Woods	Wood Chase Ln	Right side	Cul de sac					12								
Whispering Woods	Wood Chase Ln	Left side	Cul de sac					12								
Whispering Woods	Whispering Ct	Whispering Woods Dr	Cul de sac					12								
Whispering Woods	Windy Hill Ct	Whispering Woods Dr	Cul de sac					12								
Whispering Woods	Windy Trace	Windy Hill Ct	Cul de sac					12								
	Old Donaldson Rd	SR 140	MB 276					36								
	<i>Old Donaldson Rd Notes: Pave Entire Old Donaldson Rd. Other details found on Chero</i>															
	<i>Old Donaldson Rd Notes: Millings to be placed on shoulders prior to paving.</i>															
Rose Ridge	Rose Ridge Dr	Brick Mill Rd	Cul de sac													
Rose Ridge	Rose Ridge Ct	Rose Ridge Dr	Cul de sac													
Rose Ridge note: Rose Ridge Drive pave ace/decl lane																
	Lamer Haley Pkwy	Brown Industrial Pkwy	pavement joint					12								
The Station at Prominence	Village Dr	Keeter Rd	Nobleman Way					8	40							
The Station at Prominence	Nobleman Way	Cul de sac	Cul de sac													
The Station at Prominence	Cobblestone Cir	Nobleman Way	Cul de sac													
The Station at Prominence	Leyland Dr	Nobleman Way	Cul de sac													
The Station at Prominence	Prominence Cir	Leyland Dr	Cul de sac													
The Station at Prominence	Stonehurst Ln	Gardenview Rd	Cul de sac													
The Station at Prominence	Gardenview Rd	Leyland Dr	Stonehurst Ln													
The Station at Prominence	Prominence Circle	Leyland Dr	cul-de-sac													
The Station at Prominence	Hunters Ridge	Village Drive	cul-de-sac													
	Travis Tritt Lane	Marietta Hwy	Jesse McCollum Rd (marked)							2,200	2,000	1,100				
	MLK	Reinhart Coll Pkwy	Bluffs Pkwy	10	4	19		77	940	2,747	3,600	5,200	764			
	<b>Totals</b>			<b>10</b>	<b>4</b>	<b>19</b>	<b>0</b>	<b>207</b>	<b>980</b>	<b>4,947</b>	<b>5,600</b>	<b>6,300</b>	<b>764</b>	<b>0</b>	<b>0</b>	

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