

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

January 3, 2012

3:00 p.m.

Cherokee Hall

AGENDA

1. Presentation of the proposed 2012 budget by Janelle Funk.
2. Review of Majestic/Taubman project for possible outlet center at Hwy. 92 / I-75.
3. Discussion of Regular Agenda Items.

Executive Session to Follow

AGENDA

Cherokee County Board of Commissioners

January 3, 2012

REGULAR MEETING CHEROKEE HALL 6:00 P.M.

CALL TO ORDER

CHAIRMAN AHRENS

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"

AMENDMENTS TO AGENDA

PRESENTATIONS

ANNOUNCEMENTS

APPROVAL OF WORK SESSION MINUTES FROM DECEMBER 20, 2011.

APPROVAL OF REGULAR MEETING MINUTES FROM DECEMBER 20, 2011.

PUBLIC COMMENT

PUBLIC HEARING

None scheduled.

ZONING CASES

CASE NUMBER	: 11-12-016
APPLICANT	: Hoyt T. Champion
ZONING CHANGE	: R-40 to GC
LOCATION	: Hickory Flat Highway
MAP & PARCEL NUMBER	: 14N24, Parcel 031
ACRES	: 5.9
PROPOSED DEVELOPMENT	: Assisted Living/Medical Use
COMMISSION DISTRICT	: 1

FUTURE DEVELOPMENT MAP

: Country Estates/Transitional Corridor

PLANNING COMMISSION RECOMMENDATION

: **Approval of NC with two (2) story height maximum**

This case was postponed from the December 20, 2011 meeting.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Election of Vice Chair for 2012 to Post 3.
- B. Notice of Retreat on January 26 & 27, 2012.

COMMISSION POST 1

HARRY B. JOHNSTON

VICE CHAIR/COMMISSION POST 2

JIM HUBBARD

COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

- 1.1 Requesting to authorize Chairman Ahrens to execute contract with GDOT for resurfacing of 13.96 miles of road in the amount of \$1,202,687.15 funding provided by GDOT.
- 1.2 Consideration of a one-year extension of Professional Services Agreement with Key Risk Management Services from January 1, 2012 to December 31, 2012.
- 1.3 Consider approval of contract renewal between Cherokee County and Rindt-McDuff Associates, Inc. (RMA) for the Blalock Road Landfill closure at a cost not to exceed \$159,000.00.

- 1.4 Consider approval of new lease for 2,237 square foot space located at 155 Towne Lake Parkway with monthly lease payment of \$2,197.50 beginning January 1, 2012 between the County and Express Employment Professionals under new ownership.
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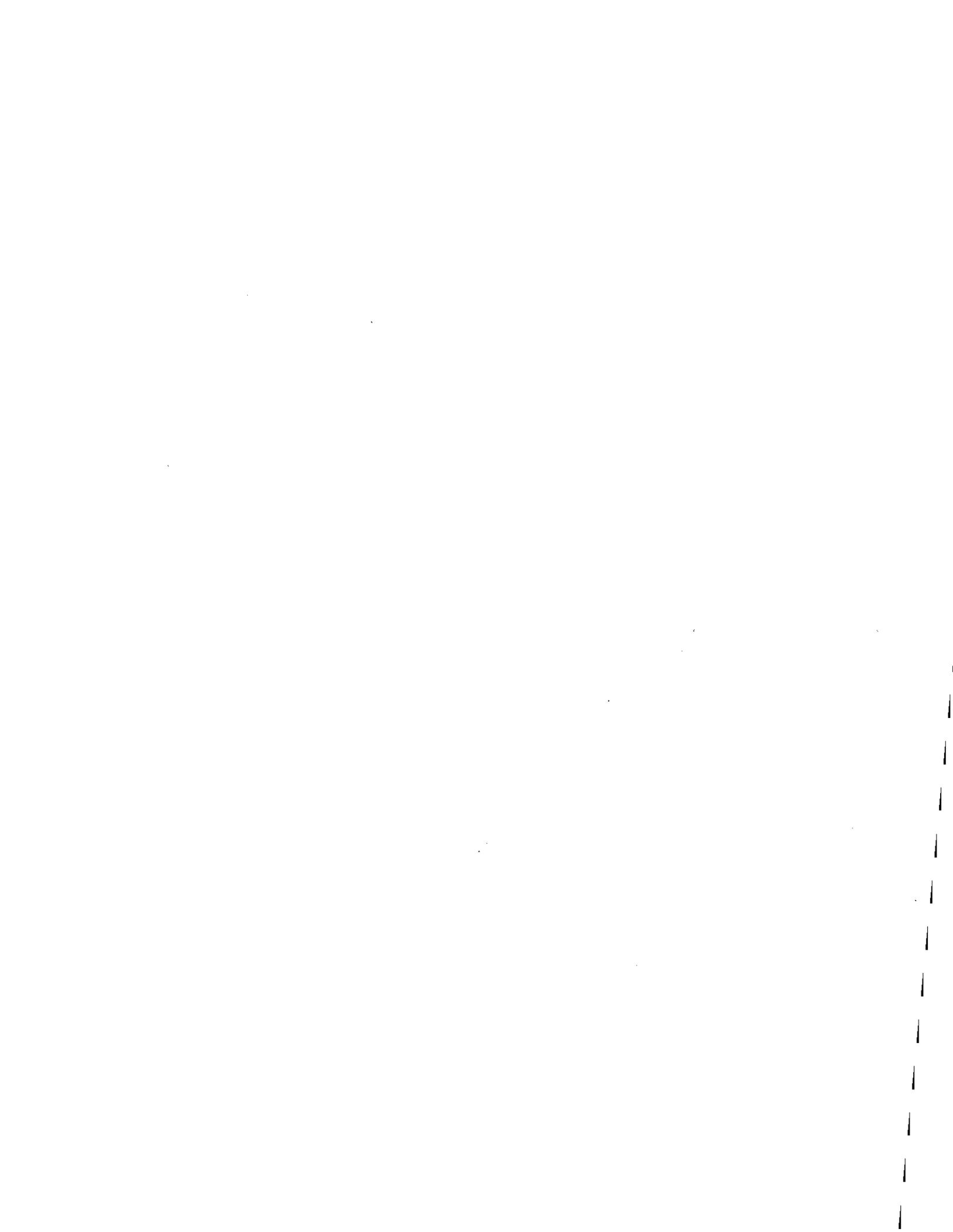
COUNTY MANAGER

- 2.1 Requesting acceptance of proposal and approval of contract with Rec1.com in the amount of \$250 per month for website management services and 1% fee of online registration transactions (approximately \$10,000.00 annually) to provide web-hosted recreation registration and reservation software contingent upon receipt of executed affidavit and valid certificate of insurance as well as county attorney review and approval. Other two bids were from: Active Network for \$8,400 initiation and \$30,888 annually with no website; Vermont Systems for \$47,944 initial year and \$24,528 annually for software and no website.
 - 2.2 Consider approval to award construction contract to the lowest responsible bidder, with the most responsive bid proposal for landscape and trees at the Soccer Complex at Blalock Road to Ed Castro Landscape, Inc. of Roswell GA in an amount not to exceed \$75,000.00. Bidders included: Ed Castro Landscape Inc. at \$56,219; Athens Landscape Group at \$73,353; Ruppert Landscape at \$94,147; Tri Scapes Inc. at \$59,974 and three others.
 - 2.3 Consider adoption of a resolution by the Board of Commissioners authorizing the 2012 Tax Anticipation Notes and approval of the accompanying closing documents providing for closing and funding of the TAN's on January 4, 2012.
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COUNTY ATTORNEY

ADJOURN

AMENDMENTS TO AGENDA



CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

December 20, 2011

Cherokee Hall at 3:00 p.m.

MINUTES

The Chairman began at 3:04 p.m. with all members of the Board present. He spoke about Risk, referencing the "Essence of Leadership". He read the quote "Bold ideas are worth nothing until a leader has courage to take actions."

1. CHN Wellness update by Jackie Warren.

Jackie Warren stated that due to the cooperation of Cherokee County employees, the screening process and results review went very smoothly and enabled them to get finished in a timely manner. She said that there are only two or three employees who still need to schedule a screening. Preliminary results (about 900 tested) are showing that 52% of employees were in the High Risk Category; 32% were in the Moderate Risk Category; and 17% were in the Low Risk Category.

2. Discussion of the Parks and Recreation Advisory Board's responsibilities.

Commissioner Bosch said that she wanted to discuss the Advisory Board's role in light of some recent conversations involving issues that had not been brought before the Advisory Board. She said it may be time to ask if we want to keep the board and use them as outlined in the ordinance, particularly concerning fees, or do away with the board and save money. She said one of the purposes of the board was to be a liaison between the citizens and elected officials to keep the politics out of issues but this doesn't seem to be the case in some instances.

Commissioner Johnston asked if she was talking about present or past issues. Commissioner Bosch replied that she was talking about past and present.

Commissioner Johnston said he was not aware that the current fee structure was being disputed or had not been approved by the Advisory Board.

Commissioner Bosch replied that the current fee structure was approved but that the way they are being paid is not always how it was set up. Commissioner Bosch said that the issue is about equity.

Commissioner Bosch asked Advisory Board Chair Chris Hampton to give some details on

issues the Advisory Board is having. He stated that the Youth Association contract states that 20% of recreation fees would go to the County. He said that based on the numbers given to the Advisory Board by the Soccer Association in July, they should have paid 24,500 but it appears they paid \$15,041.

Mr. Hampton said that Mr. Cooper had posed the question of recouping fees from soccer during the period of no-contract status. Mr. Hampton said that he sat in the meeting with the Youth Associations in December 2010 where they were all told that the same terms would be in effect until August and that everyone was under the assumption that this would be the case. He said that basically it was a grace period as many of their fees would go up in August. Angie Davis said that it would be helpful for her to see the original contract as to what it says about holding over and extending. Angie Davis said that it would seem that we should be able to collect the fees during the lapse in contract since they were still receiving the service.

Commissioner Bosch asked if the Soccer Association had removed the lights at Hobgood Park. Commissioner Johnston commented that he understood that they did remove the lights before they were to be torn down. Commissioner Hubbard commented that if the lights were County property, it should have gone through Greg Dodgen in Procurement. He added that he thought it would be a good idea to have an audit system in place.

Commissioner Nelms thanked Mr. Hampton for his and the board's work and asked him if he was asking the BOC to let the Advisory Board do their job? Mr. Hampton replied that there have been situations where a recommendation from the Advisory Board should have been presented to the BOC instead of the issue being brought before the BOC. He also said that although they are not the final answer, which lies at the BOC, that many issues could be resolved and ended if the Advisory Board were allowed to do their job.

Chairman Ahrens commented that the BOC should deal with exceptions, after issues have gone before the Advisory Board.

Chairman Ahrens mentioned to Mr. Hampton that he'd like him to get with Bryan Reynolds on the Blalock Road issues and maybe between the two of them to find out what works and what doesn't work regarding running our parks overall.

3. Review Woodstock City Council's approval of Horizons Group outlet center at Ridgewalk and discuss next steps as appropriate.

Chairman Ahrens said he invited Jeff Moon, Woodstock City Manager, (Mayor Henriques is out of town), Council member Chris Casdia, and Woodstock Downtown Development Director, Billy Peppers to go over the project. He said that the investor, Horizons, is prepared to begin in January and expected to open in 2013. He also said that the project is at the new interchange which is supposed to open in December 2012 if not much sooner.

Chris Casdia with City of Woodstock spoke about the importance of the Ridgewalk Interchange for the citizens of Woodstock and the County to relieve traffic, especially at

East Cherokee Drive and beyond. He said it will also open up economic development and provide commercial opportunities.

Jeff Moon said that improvements will have to be made to the Ridgewalk Parkway with or without the outlet mall project. He said the project is so important to Woodstock, that the city has already invested \$3.8 million for the right-of-way for the interchange. They are asking the County to invest \$700,000 from the \$3 Million from the SPLOST funds that the County had budgeted for the Arnold Mill by-pass project since there are the issues to be resolved with the Army Corp of Engineers.

Commissioner Bosch asked several questions pertaining to the road improvements including exit lanes and connectivity to Hwy. 5. Mr. Moon explained the plans and said that he would email additional information to the Board, including the DRI.

Chairman Ahrens asked if a resolution was being made requesting the \$700,000. Commissioner Bosch commented that she would like to see the formal request.

Commissioner Johnston mentioned that the County invested in Riverstone Boulevard in a familiar situation.

Mr. Peppers presented details and potential benefits of the project to the County: Tourism is number two industry in Georgia and generated \$31.3 billion in total economic impact for Georgia in 2010, equating to \$1.5 billion in state and local tax revenues; Offer retail amenity to nearby recreation opportunities including J.J. Biello Park, and the planned Aquatic Center; Provide a good location for food options and possible hotel construction; Is within Woodstock City limits so they would supply the necessary public safety through their budgets, etc.

4. If information has been received, review Majestic/Taubman project for possible outlet center at Hwy. 92 / I-75.

The project is a mixed use development further up I-75 in Bartow County. Their proposal would place an outlet center at exit 277 in Cherokee County. More details expected in early January 2012.

5. Review topics for January 26/27 retreat.

No other topics were brought up since last discussion. The Chairman asked everyone to please get any additional topics that they would like to see included to him as soon as possible in order to gather background information, etc. He said that a formal notice will go out to the public at the next meeting in January.

6. Discussion of Regular Agenda Items.

The Chairman asked if there was anything else. Hearing none, Vice Chair Commissioner Hubbard made a motion to adjourn to Executive Session at 5:18 p.m. to discuss personnel issues, pending litigation and property acquisition. Commissioner Nelms seconded and the motion carried unanimously.

Executive Session to Follow

MINUTES

Cherokee County Board of Commissioners

December 20, 2011 REGULAR MEETING CHEROKEE HALL 6:00 P.M.

INVOCATION

Commissioner Nelms gave the invocation.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:10 p.m. Those present include Commissioner Harry B. Johnston; Vice Chair/Commissioner Jim Hubbard; Commissioner Karen Bosch; Commissioner Jason Nelms; County Manager Jerry Cooper; County Attorney Angie Davis; County Clerk Christy Black. Also present were Agency Directors/Department Heads; the media; and the public.

PLEDGE OF ALLEGIANCE

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

Commissioner Johnston led the Pledge of Allegiance.

AMENDMENTS TO AGENDA

1. Under Chairman's section: re-appoint Billy Hayes to the Region 1 EMS Board
2. Out of Executive Session under County Attorney: Ratify Patton settlement.
3. Out of Executive Session under County Attorney: Proceed with the condemnation of a portion of East Bells Ferry Road.

PRESENTATIONS

ANNOUNCEMENTS

APPROVAL OF WORK SESSION MINUTES FROM DECEMBER 6, 2011.

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

APPROVAL OF REGULAR MEETING MINUTES FROM DECEMBER 6, 2011.

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

PUBLIC COMMENT

Richard Mauldin signed up to speak about recreation. He said he didn't know why it should take six months for the Killian Park to go to bid.

PUBLIC HEARING

None scheduled.

ZONING CASES

CASE NUMBER	: 11-12-016
APPLICANT	: Hoyt T. Champion
ZONING CHANGE	: R-40 to GC
LOCATION	: Hickory Flat Highway
MAP & PARCEL NUMBER	: 14N24, Parcel 031
ACRES	: 5.9
PROPOSED DEVELOPMENT	: Assisted Living/Medical Use
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Country Estates/Transitional Corridor
PLANNING COMMISSION RECOMMENDATION	: Approval of NC with two (2) story height maximum

Jeff Watkins gave the details of the zoning request. Post 1 Commissioner Harry Johnston said he would make a motion to approve as O & I with the conditions below:

1. Two-story maximum as recommended by Planning and Zoning.
2. Recommendations below from the City of Canton's Street Scape Ordinance:
 - 30" concrete curb and gutter
 - 4' grassed strip, 6' sidewalks with 20' expansion joints
 - Scarlet Oak street trees planted 55' – 65' on center
 - Two understory trees for every street tree, from the Large Scale Plant Schedule, 30% to be evergreen
 - Shrubs from the Large Scale Plant Schedule, 70% to be evergreen
 - 30% ground cover calculated from the total landscape buffer including the curb cuts and driveways

Commissioner Hubbard seconded. Commissioner Bosch said she could not approve this request without speaking to the applicant. She asked if the applicant was here. The applicant's son replied that he was not here. Commissioner

Johnston said that he was prepared only to approve as O & I. He withdrew his earlier motion to approve. Commissioner Hubbard withdrew his motion to second.

Commissioner Johnston made a motion to post pone until the January 3, 2012 meeting; Commissioner Hubbard seconded and there was unanimous approval.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

Amended: Re-appointing Billy Hayes to the Region 1 EMS Board for another two-year term.

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

COMMISSION POST 1

HARRY B. JOHNSTON

VICE CHAIR/COMMISSION POST 2

JIM HUBBARD

COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider renewal of lease with Revolution Church for space in the Cherokee Conference Center.
- 1.2 Requesting approval to surplus existing house located at 102 Dockside Downs Drive on parcel acquired as right-of-way for the Bells Ferry Road widening project.
- 1.3 Consideration of approval of a Memorandum of Agreement between Cherokee County and Atlanta Regional Commission for 2012 participation in ARC's Regional Transit Committee.

- 1.4 Consideration of acceptance of easement from the Army Corps of Engineers for necessary additional right-of-way required for construction of the East Bells Ferry Road Project.
- 1.5 Requesting acceptance of lease agreement to use Cherokee Charter Academy gymnasium facility for Cherokee Youth Basketball practices and games during the 2011-2012 season
- 1.6 Requesting review by the Board of the E-Verify Affidavit Compliance report for the suppliers managed by the County's Procurement and Risk Management Department
- 1.7 Consideration of budget amendment to increase Fire SPLOST revenue in the amount of \$108,495 and expenditures for the same amount to be earmarked for Fire Training Facility Project.

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

COUNTY MANAGER

- 2.1 Consideration of Conference Center Management Agreement with Eventmark, LLC. (Lorrie Keener) with modifications to allow automatic renewal and Eventmark acceptance of payment from Hotels, Restaurants and other related businesses as increased commission.

Commissioner Bosch asked for an explanation of automatic renewal with modifications. Mr. Cooper replied that it meant if no changes were recommended at the end of the year by either party, the contract would automatically be renewed.

Commissioner Johnston said he was concerned with the commission being a requirement to book an event, that technically someone who didn't offer a commission could be turned down for someone who would pay a commission. Commissioner Bosch said if it was not required, she doesn't know what would prompt someone to pay a commission.

After much discussion it was determined that there wasn't so much concern with Outside restaurants, hotels, etc. but more of a concern with caterers used at the facility.

Mr. Cooper stated that he would get clarification and present it at the January 3,

2012 meeting.

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

- 2.2 Consider acceptance of two (2) voluntary retirements – 1 from Fire Department and 1 from the DA's Office, contingent upon keeping Fire Department position vacant for six months and DA's Office full-time position eliminated and part-time position created (no more than 19 hours per week) until such time as \$2:1 savings is achieved.

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

- 2.3 Consideration of striking Section 4.1.4 (e) of the Personnel Policies regarding Compensatory Time.

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

- 2.4 Consideration to formally commit charges for services, participation fees, fines, miscellaneous revenue and contributions generated by individual Special Revenue Funds to be used for each respective fund's operating expenditures: (Animal Shelter Fund; Senior Services Fund; DUI Court Services Fund, Insurance Premium Fund, Parks and Recreation Fund and Jail Fund if not determined revenues are legally restricted) in accordance with GASB 54.

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

- 2.5 Consider renewal of legal services with Jarrard & Davis with modifications to include: \$50,000 credit for prosecution of ordinance violations, \$100 / hr. rate for tax appeals that contest value assessments made by the Tax Assessor's Office and a commitment to 32 county office hours per month (8 hours per week.)

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

- 2.6 Consider approval of contract renewal with Southern Sheriff's Supply who has merged with Keefe Commissary Supply to provide commissary services for the inmates of the Cherokee County Sheriff's Office Adult Detention Center. The terms remain the same with the Sheriff's Office receiving 37%

of gross sales or a minimum of \$120,000.00 annually. Additionally, Keefe Commissary will provide a full-time on-site manager at no expense to the County.

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

COUNTY ATTORNEY

1. Amended: Ratify Patton settlement.

Angie Davis stated that the case known as the Patton Mold settlement has previously been before the board and approved and budget amendments were approved reflecting this. For purposes of clarity in the recordation of the minutes, she requested a motion to ratify the County Manager's execution of the Patton settlement. (The executed agreement is included as part of the minutes.)

Commissioner Bosch made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval.

2. Amended: Request to proceed with condemnation of a portion of Bells Ferry Road.

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

ADJOURN

The Chairman asked if there was any further business. Hearing none, Vice Chair/Commissioner Hubbard made the motion to adjourn at 6:50 p.m.; Commissioner Bosch seconded and the motion received unanimous approval.

SETTLEMENT AGREEMENT AND RELEASE

STATE OF GEORGIA,

COUNTY OF CHEROKEE.

This Settlement Agreement and Release is entered into by the CHEROKEE COUNTY BOARD OF COMMISSIONERS (sometimes hereinafter the "Board") as governing authority for CHEROKEE COUNTY (sometimes hereinafter the "County") (sometimes hereinafter collectively the "Plaintiffs"), M.G. PATTON CONSTRUCTION COMPANY, M. GUY PATTON, JR. and KENNETH CHEATWOOD, (sometimes hereinafter collectively "Patton" or the "Patton Defendants"), CORNERSTONE MASONRY, INC., OFFICE OF JACK PYBURN, ARCHITECT, INC., COLLABORATIVE DESIGN GROUP, LTD. ("Collaborative") and DONALD SHEFFIELD ("Sheffield"), H & L LANDS, INC., STOREFRONT SYSTEMS, INC., TARCO, INC., AIRCOND CORPORATION, BALLY INSULATION, PREMIER CONSTRUCTION SERVICES, INC., NORTH AMERICAN SPECIALTY CO., NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, MC'S PAINTING AND DECORATING, and DANNY CARMICHAEL, INC., (sometimes hereinafter "Defendants") regarding claims brought by Plaintiffs against Defendants (Plaintiffs and Defendants sometimes hereinafter collectively "the Parties").

RECITALS

A. Plaintiffs' claims arise out of the construction of five fire stations/community centers (collectively, the "Fire Station/Community Centers") in Cherokee County, Georgia. Plaintiffs allege that the Defendants were negligent in the construction and design of the Fire Station/Community Centers and breached their contract(s) by allowing water intrusion and water and mold damage in the Fire Station/Community Centers.

B. On October 21, 2005, Plaintiffs filed a Complaint styled *Cherokee County Board of Commissioners v. M.G. Patton Construction Company, National Fire Insurance Company of Hartford, M. Guy Patton, Kenneth Cheatwood, A&I Interiors, LLC., Aircond Corporation, Apex Painting & Decorating, Inc., Jabezwill, Incorporated, Jack Moore Hauling and Grading, Inc., Masterflow Plumbing Contractors, Inc., MC's Painting & Decorating Co., Metro Water-Proofing, Inc., M. Newton Company, LLC d/b/a Michael Newton & Son, M & M Sales & Erection of Georgia, Inc., National Sheet Metal Systems, Inc., Premier Construction Services, Inc., Quality Electrical Works Incorporated, Research Air Flo, Inc., Safeway Fire Protection, Inc., Jim Seifert, II d/b/a Seifert Equipment Company, Spiker Baldwin Associates, Inc., Storefront Systems, Inc., West Georgia Excavation, Inc., Defendants*, in the Superior Court of Cherokee County, Civil Action File No. 2005CV2708 (sometimes hereinafter the "*Cherokee County* suit"), bringing claims for negligence, breach of contract, breach of warranty and other claims arising out of alleged water intrusion and water damage in the Fire Station/Community Centers. Plaintiffs later attempted to add Office of Jack Pyburn, Architect, Inc., Collaborative Design Group, Ltd. and Donald Sheffield as additional defendants, although the Superior Court of Cherokee County later ruled that these parties were never properly added to the Cherokee County suit. It is the understanding and intent of the Parties that the County's claims against Defendants Tarco and Cornerstone arising out of or related to the *Cherokee County* suit (the "Tarco and Cornerstone Reserved Claims") and any claims which the Board or County may have against its former counsel, Smith Gambrell & Russell arising out of or related to that firm's handling of the Cherokee County suit (the "SG&R Reserved Claims") are reserved and are not released by the execution of this Settlement Agreement.

C. On February 20, 2004, a group of Cherokee County firefighters filed suit against Patton and others for personal injuries caused by alleged exposure to mold contamination due to the

water intrusion issues in the Fire Station/Community Centers in an action styled: *Rick Baird Baechtel, Michael W. Ballow, Thomas Leon Carnes, Jr., Clay Henry Cloud, Lonelle Coffin, Jr., Terry Lee Coleman, Steve William Cook, Cecil Eugene Davis, Jr., Chad Eric Davis, Wesley Ray Densmore, John Michael Elder, David Lester Erickson, Chuck Hinton Foster, Brian Keith Garner, Kevin Grizzard, Steven Morris Holley, Kerry Lee Hughes, Stanley Robert Ice, Michael Ryland Jones, Timothy Troce Kennedy, Phillips Kirby, Jason Bryan Lamanac, Lawrence William Labbe, David Adam Lewis, Michael Bryant Malone, Ryan Blake McElwee, Steven T. McEntyre, Kevin Howard Minor, Benjamin Mark Pearson, Thomas William Pelletier, Benny Keith Plott, Darryl Allen Puckett, Brian Reese, Richard B. Scales, Coleman Schlenke, James Strack, Richard Brian Ward, Daniel Paul West, Jason Gary Whidby, Jeffrey Scott Whidby, and Ronnie Douglas William., Plaintiffs v. M.G. Patton Construction Company, Inc., Tarco, Inc., Office of Jack Pyburn, Architect, Inc., et al., Defendants*, in the State Court of Fulton County, Civil Action File No.: 04VS063200G (sometimes hereinafter the "*Baechtel* suit"). Patton subsequently filed a Third-Party complaint for contribution and/or defense and indemnity against subcontractors and design professionals which Patton believed were involved in building the Fire Station/Community Centers. Some, but not all, of those third party claims were subsequently dismissed. Some parties in the *Baechtel* suit attended mediation and the firefighters' claims against Patton and Office of Jack Pyburn, Architect, Inc. were settled and released. In addition, M.G. Patton Construction Company, Inc., M. Guy Patton Jr. and Kenneth W. Cheatwood also dismissed and released any and all claims that were or could have been asserted in the *Baechtel* suit against Office of Jack Pyburn, Architect, Inc., Jack Pyburn, and all employees, officers, directors, insurers, agents, and consultants of Office of Jack Pyburn, Architect, Inc., or Jack Pyburn. Patton's remaining third-party claims against the remaining parties to the *Baechtel* suit were not settled or released. It is the understanding and intent of the Parties that

following the execution of this settlement agreement, Patton will continue to pursue its claims for contribution and/or defense and indemnity against the remaining parties to the *Baechtel* case (“*Baechtel* Reserved Claims”). The *Baechtel* Reserved Claims shall further include all claims, not previously released in connection with the *Baechtel* suit arising out of or related to the bodily injury claims asserted in the *Baechtel* suit, including but not limited to claims for attorney’s fees and defense costs incurred by or on behalf of Patton in the *Baechtel* case, and the same are expressly reserved and are not released by the execution of this Settlement Agreement.

D. On January 30, 2006, National Trust filed a declaratory judgment action against Tarco and Patton seeking a ruling that National Trust had no duty to defend or indemnify entities with regard to the *Baechtel* or *Cherokee County* suits, styled: *National Trust Insurance Company, Plaintiff v. Tarco, Inc. and M.G. Patton Construction Company, Inc., Defendants*, in the Superior Court of Cobb County, Civil Action File No.: 06-1-00793-18 (sometimes hereinafter the “*National Trust* suit”). On March 4, 2010, National Trust filed an amended complaint in the *National Trust* action alleging that Patton had breached a contractual duty to defend and indemnify Tarco in the *Cherokee County* suit. It is the understanding and intent of the Parties that National Trust will continue to pursue its third-party claims for defense and indemnity against Patton (the “*National Trust* Reserved Claims”).

E. The parties in the *Cherokee County* suit participated in mediation on June 24, 2010. With the continued involvement of the mediator, the Parties reached a compromise which resolved all claims including related claims except for the Tarco and Cornerstone Reserved Claims, the SG&R Reserved Claims, *Baechtel* Reserved Claims and the National Trust Reserved Claims (such claims are collectively referred to herein as the “Reserved Claims”). This settlement represents a compromise of disputed claims and was made solely by the Parties to end the cost and uncertainty of

litigation and to allow the Parties to buy their peace, the terms of said settlement being reflected in this Settlement Agreement and Release.

F. Each of the foregoing recitals shall become part of the Agreement.

AGREEMENT

The Parties hereby agree as follows:

1.

With the exception of the Reserved Claims, for and in consideration of the payment of ONE MILLION THREE HUNDRED SEVENTY ONE THOUSAND FOUR HUNDRED AND FIVE DOLLARS and NO/100 (\$1,371,405.00),¹ the dismissal of claims, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties together with their elected and appointed officials, heirs, executors, administrators and assigns hereby irrevocably and fully settle, release and forever discharge each other as well as their heirs, executors, owners, administrators, officers, boards, directors, shareholders, employees, contractors, attorneys, agents, board members, successors, assigns, parent companies, subsidiaries, affiliates, insurers and any other person or entity against whom liability was or could have been asserted in the *Cherokee County* suit, of and from any and all claims, demands, obligations and causes of action, whether in tort, contract, or any other theory of recovery, known or unknown, which the Parties have or may have as a result of or by reason of: (1) improper design, poor workmanship and construction defects that resulted in water intrusion, water damage, mold contamination, and other damages to the Fire

¹ \$1,000,000.00 to be paid on behalf of the Patton Defendants, \$22,500.00 to be paid on behalf of Office of Jack Pyburn, Architect, Inc., \$25,000.00 to be paid on behalf of Collaborative and Sheffield, \$68,250.00 to be paid on behalf of H&L Lands, Inc., \$71,662.50 to be paid on behalf of Storefront Systems, Inc., \$21,498.75 to be paid on behalf of Aircond Corporation, \$21,498.75 to be paid on behalf of Baly Insulation, \$85,995.00 to be paid on behalf of Premier Construction Services, Inc., \$5,000.00 to be paid on behalf of North American Specialty Co., and \$50,000.00 to be paid on behalf of National Fire Insurance Company of Hartford.

Station/Community Centers; and/or (2) any and all claims, including but not limited to claims for negligence, professional negligence, negligence *per se*, breach of contract, breach of contract/third-party beneficiary, breach of express and implied warranties, compensatory damages, punitive damages and all other expenses and costs, including attorneys' fees, allegedly incurred or sustained by Plaintiffs or Defendants which have or could have been asserted or which in any way relate to or arise out of the design or construction of the Fire Station/Community Centers, including claims for personal injuries, property damage or punitive damages, including without limitation any and all rights, claims and/or causes of action which each or any person or entity claiming by, through or under each has or may have against any or all other of the Parties, against any persons or entities retained by, through or under any or all other of the Parties and/or against any of the insurers of any other of the Parties arising out of and/or relating to the Fire Station/Community Centers by reason of subrogation, contribution, equitable indemnity and/or being an additional insured under any liability insurance policy and/or policies issued by any of the insurers of any of the Parties.

2.

The Parties understand, agree and represent that claims, injuries or damages related to the subject water intrusion, including property damage arising out of alleged design or construction defects causing water intrusion and/or water or mold damage are or may be continuing and/or ongoing and that such injuries or damages may not have fully manifested at the time of the execution of this Settlement Agreement and Release, but may arise in the future. Except as specifically provided herein, and except for the Reserved Claims, the consideration received in connection with this settlement is full satisfaction of all claims, injuries and damages arising out of the subject water intrusion, known or unknown, anticipated or unanticipated, including those which arise or become known after execution of this Settlement Agreement and Release, including but not limited to claims

for future personal injury or property damage. The Parties further agree to accept payment of the sums specified herein and other good and valuable consideration as a complete compromise of matters involving disputed issues of law and fact and assume the risk that the facts or law may be otherwise than they believe. It is understood and agreed by the Parties that this settlement is a compromise of disputed claims, both as to liability and damages, and that payment herein is not to be construed as an admission of liability on the part of any Parties by whom liability is expressly denied.

3.

In further consideration of the payments made hereunder, the Board and County hereby represent and warrant that all expenses incurred as a result of the aforesaid occurrence and/or the procurement of services rendered or benefits paid to the County including but not limited to any liens and attorneys' fees, have been paid and satisfied or are being paid and satisfied from the funds paid pursuant to this settlement and that any such expenses, liens or claims arising hereafter will be paid and satisfied out of the proceeds of this settlement. The Board and County further warrant that there are no outstanding liens or claims against them as a result of the procurement of services rendered or benefits paid to or for them as a result of any injuries or damages alleged to have resulted from the water or mold damage.

4.

Each party represents and warrants that no other person or entity has or has had any interest in its claims, demands, or causes of action referred to in this Settlement Agreement and Release, or in the claims set forth in the *Cherokee County* suit and that they have not sold, assigned, transferred or otherwise disposed of any of the claims, demands or causes of action set forth in the that case.

Each party represents and warrants that they have the sole right and exclusive authority to execute this Settlement Agreement and Release and/or to receive the sums specified herein.

5.

The Board represents and warrants that it is the County's governing authority with full authority to approve and execute this Settlement Agreement and Release on the County's behalf, and further warrants that all state or local laws, codes or regulations have been complied with in the approval of this settlement, a copy of the minutes of the board of commissioners meeting at which this settlement was approved being attached hereto as Exhibit "A."

6.

With the exception of the Reserved Claims, the Parties are signing this Settlement Agreement and Release as a full and final release of any and all claims relating to water intrusion and water or mold damage that were or could have been asserted against any and all Parties and non-parties arising out of the construction of the Fire Station/Community Centers. Furthermore, except for the Reserved Claims, the Parties are releasing (for the consideration of their mutual promises and release of claims, and subject to the exceptions listed below) all pending or potential claims against each other involving or arising out of water intrusion and water or mold damage at the subject Fire Station/Community Centers.

7.

Notwithstanding anything to the contrary contained herein, the Reserved Claims are not settled, released or compromised as a result of the execution of this Settlement Agreement and nothing herein shall constitute a waiver, release or settlement of the Reserved Claims, or result in a collateral estoppel or *res judicata* adjudication of any of the Reserved Claims.

8.

This Settlement Agreement and Release constitutes the entire agreement among the parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. The terms of this document are contractual and not mere recitals.

9.

This Settlement Agreement and Release shall be construed and interpreted in accordance with the laws of the State of Georgia.

10.

In entering into this Settlement Agreement and Release the Parties represent and warrant that they have relied upon the legal advice of their attorneys which are the attorneys of their choice. The terms of this Settlement Agreement and Release have been completely read and/or explained to the Parties by their attorneys and these terms are fully understood and voluntarily accepted by the Parties.

11.

The Parties agree to execute and file the Consent Motion for Dismissal With Prejudice and proposed Order of Dismissal With Prejudice attached hereto as Exhibit "B", dismissing with prejudice all claims except those reserved claims set forth herein.

12.

The Parties acknowledge that this Settlement Agreement and Release is the product of the collective drafting efforts of the Parties hereto, and should there be any claim of ambiguity, it shall not be construed against any party as a result of that party's particular contribution to this effort.

13.

In consideration of the payment of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that neither they nor their attorneys nor representatives shall reveal to anyone, other than as may be mutually agreed to in writing or required by an order of a court or otherwise by law, any of the terms of this Settlement Agreement and Release or any of the amounts, numbers or terms and conditions of any sums payable to Plaintiffs hereunder.

14.

The Parties each acknowledge and agree that this Agreement may be executed in any number of counterpart copies, that each of such counterpart copies shall be deemed to be an original for all purposes and that all of such counterpart copies shall together constitute one and the same agreement.

15.

Each of the Parties agree to bear their own attorney's fees and costs of litigation incurred in the Cherokee County Suit through the date of execution of the Agreement.

16.

The undersigned have read this Settlement Agreement and Release, understand it fully and sign it voluntarily.

IN WITNESS WHEREOF, this Settlement Agreement and Release has been executed on the day and year first written above.

Cathy Manger, for Cherokee County Board of Commissioners, as governing authority for Cherokee County

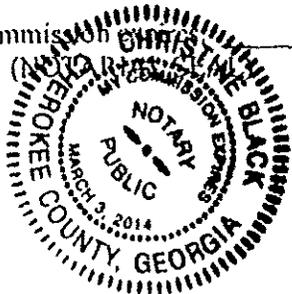
Sworn to and subscribed before me

this 18th day of November, 2011.

Christine Black
Notary Public



My commission expires _____



APPROVED BY:

Angela E. Harris/jlb
Attorney for Plaintiffs _____

[Signatures continued on next page]

_____, for M.G. Patton Construction Company, M. Guy Patton, Jr.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

_____, for Kenneth
Cheatwood

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

_____, for Cornerstone Masonry,
Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

_____, for Office of Jack Pyburn,
Architect, Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

2959059/1
0484-62408

_____, for Collaborative Design
Group, Ltd.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for Donald Sheffield

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for Storefront Systems, Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

_____, for Tarco, Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

_____, for Aircond Corporation

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public

My commission expires: _____
(NOTARIAL SEAL)

2959059:1
0484-62408

_____, for Baly Insulation

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for Premier Construction
Services, Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for North American Specialty
Co.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for National Trust Fire
Insurance Company of Hartford

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for MC's Painting and
Decorating

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for Danny Carmichael, Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)

_____, for H & L Lands, Inc.

Sworn to and subscribed before me

this _____ day of _____, 2011.

Notary Public
My commission expires: _____
(NOTARIAL SEAL)





Planning & Land Use

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

FROM: Vicki Taylor Lee, Zoning Administrator

DATE: December 9, 2011

SUBJECT: Summary of Zoning Cases

At the December 6, 2011 meeting the Planning Commission reviewed the following items:

Zoning Cases:

CASE NUMBER	: 11-12-016
APPLICANT	: Hoyt T. Champion
ZONING CHANGE	: R-40 to GC
LOCATION	: Hickory Flat Highway
MAP & PARCEL NUMBER	: 14N24, Parcel 031
ACRES	: 5.9
PROPOSED DEVELOPMENT	: Assisted Living/Medical Use
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Country Estates/Transitional Corridor
PLANNING COMMISSION RECOMMENDATION	: Approval of NC with two (2) story height maximum

Public Notice

The Cherokee County Board of Commissioners' 6th Annual Planning Review will be held at Barnsley Gardens, Kingston Cottage, 597 Barnsley Gardens Road, Adairsville, GA.

The dates are Thursday, January 26 beginning at 3:00 p.m., and Friday, January 27 beginning at 8:00 a.m. We expect to conclude by 12:00 p.m.

Topics of discussion include, but are not limited to: Review of 2011 / Priorities for 2012; Parks Build-Out Options; Budget Contingencies; Review/Revise Ethics Ordinance; LOST/HOST legislation; and Executive Session.

Cherokee County, Georgia Agenda Request

SUBJECT: GDOT Contract - Resurfacing

MEETING DATE: January 3, 2012

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Authorize Chairman to execute contract with GDOT for resurfacing of 13.96 miles in the amount of \$1,202,687.15.

FACTS AND ISSUES:

BOC authorized submittal of roads for resurfacing and GDOT has agreed to reimburse Cherokee County in the amount not to exceed \$1,202,687.15.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

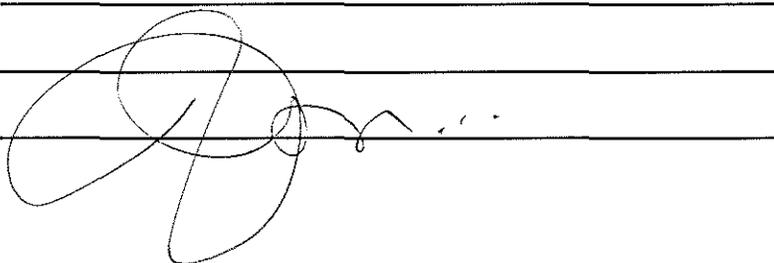
Approve contract in the amount of \$1,202,687.15

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



ORIGINAL

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

CONTRACT

DO NOT UNSTAPLE THIS BOOKLET....ENTER ALL REQUIRED INFORMATION
----- EITHER BY HAND OR BY STAMP.

DATE OF OPENING : NONE

CALL ORDER : NONE

CONTRACT ID : C38826-11-000-0

PCN	PROJECTS AND CONTRACT NO.
-----	-----
S013668.C1000	S013668-PR
COUNTY : CHEROKEE	

CODE: 100570

1. CHEROKEE COUNTY

LIMITED PARTICIPATION

THIS AGREEMENT made and entered into this _____ day of _____, 201____ by and between the Department of Transportation, an agency of the State of Georgia ("Department") and Cherokee County, Georgia who have been duly authorized to execute this Agreement:

WITNESSETH:

WHEREAS, the Department and City/County desire the improvements and construction of a certain facility and the City/County desires and agrees to furnish and deliver all the material and to do and perform all the work and labor for said purpose.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants herein contained it is agreed by and between the Department and the City/County that:

A. BASIC AGREEMENT:

1. The City/County shall contract for 13.960 miles of plant mix resurfacing on various county roads, Contract ID No. C38826-11-000-0, hereinafter referred to as the "Project". It is understood that the quantities shown are approximates only and subject either to increase or decrease and any increases or decreases are to be paid for at the contract unit price given, labeled Exhibit A, attached hereto and incorporated herein by reference. The maximum allowable costs for the Project shall be \$1,202,687.15.
2. The work and materials shall be in strict and entire conformity with the provisions of this Agreement and the plans prepared by the City/County and approved by the Chief Engineer or his authorized representative the originals of which are on file at the Department and which said plans are hereby made a part of this Agreement as if fully set forth herein. The Project will be constructed in accordance with the standard specifications, 2001 edition, as further amended, and the Supplemental Specifications and Special Provisions, attached hereto as Exhibit B and incorporated herein by reference.
3. The work can be performed by the local government or can be subcontracted out to a private contractor. If the work is performed by a private contractor the local government is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations as provided in Part 2 of Article 3 of Title 32 or any other provision of law. The local government shall ensure that the project is constructed in accordance with GDOT specifications regardless of whether the contract is performed by the local government or a private contractor. The local government will also be responsible for notifying the GDOT Area Construction Office prior to work starting on the project regardless of who performs the work. The Department will have Inspectors on the project to perform routine construction inspections and material testing.
4. It is understood that the material pits are to be furnished by the City/County at no cost to the Department.

5. It is understood that the Department will not participate in the cost of any utility facility removal and relocations necessary in connection with the construction of this Project, unless otherwise specified in the Agreement. The City/County shall be responsible for handling the arrangements with the utility owners for any removal and relocation necessary. The City/County shall give the utility owners ample notice, of the impending construction to allow time for engineering and material orders required for any removal and relocations as may be necessary. Also, the City/County agrees to clear right-of-way obstructions without expense to the Department. For purposes of applying provisions of this paragraph, railroads are considered utilities. In addition to the foregoing, the City/County shall obtain approval of plans and acquire easements or other property rights from the railroad for construction within railroad property/right-of-way and shall provide for the protection of railroad interests, including flagging and inspection, as may be required by the railroad.
6. The work shall begin after the issuance of a notification to proceed by the Department to the City/County and shall be carried through to completion without unreasonable delay and without suspension of work unless authorized in writing by the Department. The City/County shall perform its responsibilities for the Project until the maximum allowable cost to the Department has been reached or until July 31, 2012, whichever comes first.
7. The work shall be done in accordance with the laws of the State of Georgia under the direct supervision and to the entire satisfaction of the Department. The decision of the Chief Engineer upon any question connected with the execution or fulfillment of this Agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the City/County shall be final and conclusive.
8. The City/County agrees to perform all extra work that may be required of them on the basis of actual cost.
9. The financing of this Project shall be as follows:
Payments will be made on monthly statements as the work progresses.

3. GENERAL PROVISIONS:

1. Covenants Against Contingent Fees. The City/County shall comply with the relevant requirements of all federal, state and local laws in effect as of the date hereof. The City/County warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the City/County, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the City/County, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. No Third Party Beneficiaries. Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefit under or by reason of this Agreement.

3. Entire Agreement. This Contract instrument, including all incorporated documents, contains the entire Contract between the parties with regard to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
4. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
5. Compliance with Applicable Laws.
 - A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
 - B. IT IS FURTHER AGREED that the City/County shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200.
 - C. IT IS FURTHER CERTIFIED that the provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia annotated, relating to the "Drug-Free Workplace Act" have been complied with in full. Including compliance by prime contractors and sub-contractors performing work under this Agreement.
 - D. By execution of this contract, I certify under penalty of law that the City/County is in compliance with the service delivery strategy law (House Bill 489) and is not debarred from receiving financial assistance from the State of Georgia.
 - E. By execution of this contract, I certify under penalty of law that the City/County is in compliance State Audit Requirements as provided for in O.C.G.A. § 36-81-7.
 - F. IT IS FURTHER CERTIFIED that pursuant to O.C.G.A. § 13-10-91 I and all contractor and sub-contractors performing work under this Agreement are in compliance with the Federal Work Authorization Program. Prime contractors and sub-contractors may participate in any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA").
6. Effective Date. This Agreement shall become effective upon the date above first written.
7. Governing Law. This Agreement is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION

CITY/COUNTY

Commissioner

Mayor/Commissioner

ATTEST:

Witness

This contract approved by the
City/County at a meeting held at

Treasurer

Date

Fed ID No. / IRS No.

EXHIBIT A

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
CONTRACT SCHEDULE

CONTRACT ID: C38826-11-000-0

PROJECT(S) : S013668.C1000 S013668-PR

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 ROADWAY					1,202,687.15	
0005	001-9998 LIMITED PARTICIPATION PROJECT, THE AMOUNT SHALL NOT EXCEED - \$1,202,687.15	1.000	0.00000		0.00	
0010	402-3130 RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	15,965.000	74.06000		1,182,367.90	
0015	413-1000 BITUM TACK COAT	11,611.000	1.75000		20,319.25	
TOTAL BID					1,202,687.15	

EXHIBIT B

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISIONS

CONTRACT ID : C38826-11-000-0
13.960 MILES OF PLANT MIX RESURFACING ON VARIOUS COUNTY
ROADS.

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
107-1-01-SP	LEGAL REGULATIONS AND RESPONSIBILITIES TO THE PUBLIC
108-1-01-SP	PROSECUTION AND PROGRESS
109-1-02-SP	MEASUREMENT & PAYMENT
152-1-01-SP	FIELD LABORATORY BUILDING (OFF/SYSTEM 400/402)
400-1-01-SP	ASPHALTIC CONCRETE (OFF SYSTEM - 400/402)
402-1-01-SP	RECYCLED ASPH CONCRETE (OFF SYSTEM - 400/402)
802-1-01-SP	AGGR FOR ASPH CONC (Off System 400/402)
819-1-01-SP	FIBER STAB ADDITIVES (Off System 400/402)
828-1-01-SP	HOT MIX ASPH CONC MIXTURES (Off System 400/402)
883-1-01-SP	MINERAL FILLER (Off System 400/402)
A99-0-00-	PLANS (5)

Cherokee County, Georgia Agenda Request

SUBJECT: Key Risk W/C TPA Contract Extension
SUBMITTED BY: Jerry W. Cooper, County Manager

MEETING DATE: January 3, 2012

COMMISSION ACTION REQUESTED:

Approve 1-year extension of Professional Services Agreement with Key Risk Management Services from January 1, 2012 through December 31, 2012.

FACTS AND ISSUES:

No Changes:

Minimum Annual Fee remains \$54,000
Onsite Case Management remains \$84/hour

Changes from 2011:

Medical Bill Review increased from \$8.50 to \$8.75 per bill
Telephonic Case Management Services increases from \$84/hour to \$90/hour (note: this service is rarely utilized)
Utilization Review Services flat rates increased as follows:

Pre-Certification	\$116 to \$135
Concurrent Review	\$100 to \$125
Retrospective Review	\$131 to \$155
Peer Review	\$194 to \$210

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

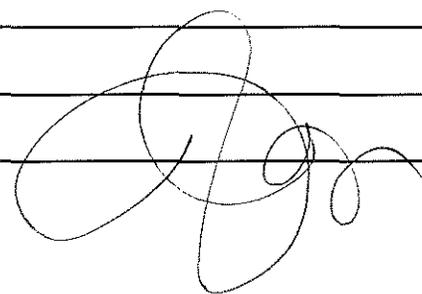
Approve renewal with modifications to fees as proposed.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



Cherokee County Board of Commissioners
Total Paid on Claims by Fund Year
(11/1/09 - 11/30/11)

Fund Years				
Date of Accident		11/1/09 - 7/14/10	7/15/10 - 7/14/11	7/15/11 - 11/30/11
	Prior to 7/15/07	\$52,129	\$189,197	\$471,464
	7/15/07 - 7/14/08	\$180,054	\$317,579	\$4,991
	7/15/08 - 7/14/09	\$251,156	\$320,130	\$49,922
	7/15/09 - 7/14/10	\$265,462	\$523,506	\$61,972
	7/15/10 - 7/14/11		\$218,524	\$35,855
	7/15/11 - 11/30/11			\$47,849
	TOTAL PAID	\$748,802	\$1,568,936	\$672,052



Expertise is no accident

Compensation Summary

**Cherokee County Board of Commissioners
Workers' Compensation
Third Party Claims Administration Services
January 1, 2012-December 31, 2012**

Claims Administration-Life of Contract

\$ 695 Per New Indemnity Claim Reported
\$ 140 Per New Medical Only Claim Reported

\$54,000 Minimum Annual Fee (paid in quarterly installments) **

**This amount, charged for the management of new claims, will be charged in quarterly installments of \$13,500 and reconciled to actual on an annual basis using the per claim fees above.

Includes services such as:

- Customer service fees.
- Banking arrangement-sweep account.
- Check stock, issuance, postage.
- Unlimited on-line Internet access to claims information, via **MasterKey Connects™**.
- Access to KRMS video lending library and other loss control resources.
- Three claim reviews per year.
- First Report of Injury via the Internet for unlimited users.
- Reporting to the Excess Carrier (providing the policy information is forwarded to us).
- Indexing.
- Key Risk will act as Account Manager for Mandatory Insurer Reporting to Medicare

There will be no additional charge for the continued management of claims open as of 1/1/12.

Claim Type Definitions

Medical Only – Coded as MO, MCD, MI or MS: Medical Only claims are defined as claims that have no paid indemnity. This includes medical only claims that are investigated, denied, or involve subrogation.

Indemnity – Coded as C or CD: Indemnity Claims are defined as claims with the following:

- More than \$2,000 in medical bills
- Seven days or more of lost time
- Payment of PPD or disfigurement
- Litigation or mediation process

- An employee who returns to work on transitional duty (alternate or “light” duty), but requires follow-up by the claim adjuster to facilitate a full, unrestricted return to work.

Allocated Expenses Definition

Claim expenses include allocated loss adjustment expenses including, but not limited to: legal services and defense costs, independent medical evaluations, photocopy and medical reports, police reports, surveillance, court reporter fees, transcript fees, copies of depositions, expert witness fees, rehabilitation services, medical bill re-pricing, negotiation services, access to preferred provider networks, and utilization review services. Program expenses include, but are not limited to, assessments, taxes, and audit and actuary fees.

Loss Control Services (Optional)

To supplement the complimentary loss control resources listed above, we offer optional loss control services on a per project or hourly basis.

Managed Care Service Fees: 2012

Fee Structure for Key Risk Managed Care Services
Allocated to the claim file

Utilization Review Services

Pre-Certification	\$135 flat rate per intervention
Concurrent Review	\$125 flat rate per intervention
Retrospective Review	\$155 flat rate per assignment
Peer Review	\$210 flat rate per assignment*
Physician Advising	Physician Fee* (plus 25% administration charge)

*(Rate dependent upon needs of case and always pre-approved by claims adjuster)

Medical Bill Review

Medical Bill Repricing: Processing bills and reducing to Fee Schedule -- \$8.75 per bill
Enhanced Savings: Other savings including Provider Network Access, Nurse Review
& Pharmacy Bills -- 30% of Savings

Telephonic Case Management Services

Actual Time at \$90 per hour

Nurse Research & Consulting Services

(including research of conditional payment billings from CMS)

Life Care Planning Services

Actual Time at \$125 per hour plus actual expense

Onsite Case Management Services

Medical Case Management

Actual Time at \$90 per hour plus actual expense

(Travel & Wait Time will be prorated unless activities/travel consume entire workday)

Medicare Set Aside Services

File Evaluation	\$175
MSA Allocation	\$2,500 (Standard) or \$3,000 (Complex)
Submission to CMS	No Fee
Drug Utilization Review	\$500
Expedited Referral	\$500 (5 business days) or \$350 (10 business days)



Expertise is no accident

Compensation Summary

**Cherokee County Board of Commissioners
Workers' Compensation
Third Party Claims Administration Services
January 1, 2011-December 31, 2011**

Claims Administration-Life of Contract

\$ 695 Per New Indemnity Claim Reported
\$ 140 Per New Medical Only Claim Reported

\$54,000 Minimum Annual Fee (paid in quarterly installments) **

**This amount, charged for the management of new claims, will be charged in quarterly installments of \$13,500 and reconciled to actual on an annual basis using the per claim fees above.

Includes services such as:

- Customer service fees.
- Banking arrangement-sweep account.
- Check stock, issuance, postage.
- Unlimited on-line Internet access to claims information, via **MasterKey Connects™**.
- Access to KRMS video lending library and other loss control resources.
- Three claim reviews per year.
- First Report of Injury via the Internet for unlimited users.
- Reporting to the Excess Carrier (providing the policy information is forwarded to us).
- Indexing.
- Key Risk will act as Account Manager for Mandatory Insurer Reporting to Medicare

There will be no additional charge for the continued management of claims open as of 1/1/10.

Claim Type Definitions

Medical Only – Coded as MO, MCD, MI or MS: Medical Only claims are defined as claims that have no paid indemnity. This includes medical only claims that are investigated, denied, or involve subrogation.

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- More than \$2,000 in medical bills
- Seven days or more of lost time
- Payment of PPD or disfigurement
- Litigation or mediation process

- An employee who returns to work on transitional duty (alternate or “light” duty), but requires follow-up by the claim adjuster to facilitate a full, unrestricted return to work.

Allocated Expenses Definition

Claim expenses include allocated loss adjustment expenses including, but not limited to: legal services and defense costs, independent medical evaluations, photocopy and medical reports, police reports, surveillance, court reporter fees, transcript fees, copies of depositions, expert witness fees, rehabilitation services, medical bill re-pricing, negotiation services, access to preferred provider networks, and utilization review services. Program expenses include, but are not limited to, assessments, taxes, and audit and actuary fees.

Loss Control Services (Optional)

To supplement the complimentary loss control resources listed above, we offer optional loss control services on a per project or hourly basis.

**Fee Structure for Key Risk Medical Cost Containment Services
Allocated to the Claim File**

Utilization Review Services

Pre-Certification:	\$116 flat rate per intervention
Concurrent Review:	\$100 flat rate per intervention
Retrospective Review:	\$131 flat rate per assignment
Peer Review:	\$194 flat rate per assignment*
Physician Advising:	Physician Fee* (Plus 25% administration charge)

*(Rate dependent upon needs of case and always pre-approved by claims adjuster)

Medical Bill Review

Medical Bill Repricing: Processing bills and reducing to Fee Schedule - \$8.50 per bill
**Enhanced Savings: Other savings including Provider Network Access, Nurse Review
& Pharmacy Bills – 30% of Savings**

Telephonic Case Management Services

Actual Time at \$84 per hour

Nurse Research & Consulting Services

Actual Time at \$84 per hour plus actual expense

Onsite Case Management Services

Medical Case Management

Actual Time & Expense at \$84 per hour plus actual expense

(Travel & Wait Time will be prorated unless activities/travel consume entire workday)

Medicare Set Aside Services

File Evaluation:	\$175
MSA Allocation:	\$2,500 (Standard) or \$2,800 (Complex)
Submission to CMS:	No Additional Fee
Drug Utilization Review:	\$500
Expedited Referral:	\$500 (5 business days) or \$350 (10 business days)

1.3

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Professional Services – Engineering Services MEETING DATE: January 3, 2012

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 \$159,000.

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 9% from 2009 – from \$154,600 in 2010 to \$148,500 in 2012. 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

In addition to the aforementioned services, RMA is recommending additional tasks be budgeted based on EPD's anticipated requirements, including: 1) Replace Groundwater Sampling Wells & Locks and Caps as required during EPD 2009 and 2011 Site Inspection (\$3,500), and 2) Modification of Active Methane System to improve Active system near MP-15 (\$7,000). Total RMA contract, as budgeted, is \$159,000.

BUDGET:

Budgeted Amount: \$159,000	Account Name: Professional Services
Amount Encumbered: \$0	Account #:
Amount Spent to Date: \$0	
Amount Requested: \$159,000	
Remaining Budget	

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

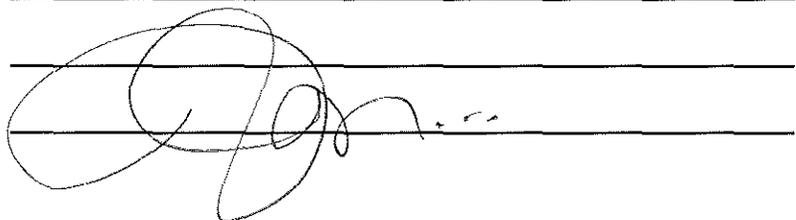
Approve renewal of contract with RMA for an amount not to exceed \$159,000 for services in conjunction with closure of the Blalock Road Landfill.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____





Rindt-McDuff Associates, Inc.
Engineering and Environmental Consulting

December 1, 2011

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

**Subject: Proposal for 2012 Professional Services Contract
for the Blalock Road Landfill**
Blalock Road
Canton, Cherokee County, Georgia

Dear Mr. Cooper:

Rindt-McDuff Associates, Inc. (RMA) is submitting this proposal to continue the Professional Services for the Blalock Road Landfill (Site). This proposal was prepared per your request a Lump Sum cost for the continued post-closure care of the site for the 2012 calendar year. RMA's anticipated activities and associated cost for the upcoming year are as follows:

2012 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, the monthly methane monitoring, and all associated reporting requirements for the Site. The Assessment (Appendix II) groundwater-sampling event will occur in April 2012 and the Detection (Appendix I) groundwater-sampling event will occur in October 2012.

Methane Sampling

Monthly Methane monitoring events will occur each month throughout the year. For each event, RMA will also include the testing of approx. 30 new methane geo-probe points along Blalock Road to track the effectiveness of the Methane Abatement System that was installed in September of 2011.

Project Management, Regulatory Liaison, Hazardous Waste Trust Fund Submittal

Several branches at the Georgia Environmental Protection Division (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 possible reimbursement of remediation expenses incurred at the landfill. RMA also addresses various community issues concerning the landfill and its relationship to surrounding neighbors.

Mr. Jerry Cooper

RE: Proposal for 2012 Professional Services Contract for the Blalock Road Landfill

December 1, 2011

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. This low cost option, has successfully reduced the methane levels in MP-16, however MP-15 still has registered some higher methane levels than hoped for.

RMA will continue to monitor these methane levels for 2012, in hopes that the methane problem diminish toward zero. However, should the levels in MP-15 continue to exceed the LEL, then RMA will recommend that the active system be modified near MP-15.

It should be noted that this methodology has proven effective over the past years in correcting methane exceedances at the property line.

Enhanced Monitored Natural Attenuation Pilot Test

In 2005, EPD approved the Monitored Natural Attenuation (MNA) approach to the groundwater constituents at the landfill. It was agreed that the county would monitor the constituents for 3 years and address any items that are not naturally being attenuated at the landfill.

Apparently, at wells GWC-18A and GWC-30, the Chlorinated Hydrocarbons have stabilized and have not fallen in concentration below the required MCLs. Therefore, EPD is requiring the County to develop a solution to this problem. RMA recommended an Enhanced Monitored Natural Attenuation (EMNA) process in which electron donors are injected into the groundwater (drill 2 small wells and pour in Soy or other electron donors) up-gradient of the problem wells. These two donor wells and two testing wells were installed in 2009. These wells were tested in 2010 & 2011, however no definitive results have been detected. These wells will continue to be monitored in 2012 to see if there has been any reduction of Chlorinated Hydrocarbons due to the introduction of electron donors.

It is hoped that this low cost pilot test will enhance the natural bioremediation occurring in this area and bring these constituents into compliance with the groundwater MCLs.

Update Landfill Design & Operation Post Closure Plan

Due to recent changes in the EMNA Protocol and Methane Sampling, Kelly Norwood with EPD has asked that the County Submit an updated Design & Operation Post Closure Plan. This work shall be prepared on a large format 24"x36" Sheets.

Mr. Jerry Cooper

RE: Proposal for 2012 Professional Services Contract for the Blalock Road Landfill

December 1, 2011

COMPENSATION

RMA's Lump Sum costs to conduct activities at the Site for 2012 year are as follows. Please note these fees are approx. 9% less than RMA's 2009 cost to manage the Landfill. This also includes a new requirement from EPD to Update the Landfill's D&O Post Closure Plan.

<u>Required 2012 RMA Tasks</u>	<u>2012 Cost</u>
▪ Appendix I Groundwater Sampling and Reporting	\$ 40,000
▪ Appendix II Groundwater Sampling and Reporting	\$ 56,000
▪ 2009 Monthly and Quarterly Methane Monitoring	\$ 32,000
▪ Project Management/Regulatory Liaison	\$ 9,000
▪ Blalock Road Methane Mitigation Supervision	\$ 2,800
▪ Enhanced Monitored Natural Attenuation Testing	\$ 4,700
▪ Update Landfill Design & Operation Post Closure Plan	\$ 4,000

2012 RMA NOT-TO-EXCEED COST **\$ 148,500**

*****Additional Recommended Budget (Not included in RMA's Contract)*****

- Replace Groundwater Sampling Wells & Locks and Caps (Required during EPD 2009 & 2011 Site Inspection) \$ 3,500
- Modification of Active Methane System to improve Active system near MP-15 \$ 7,000

(This work is not included in RMA's Scope of work for 2012. This modification of the Methane System will be made if the methane levels in MP-15 continue to exceed the LEL.)

Above is the itemized Scope of Work and Compensation covering the 2012 landfill tasks. Please incorporate this Scope and Fee into the Standard Cherokee County Contract and we will continue to manage the landfill without interruption for 2012.

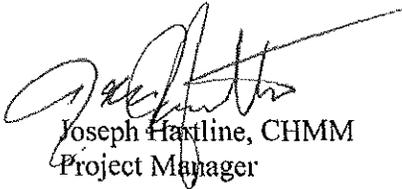
We appreciate the opportunity to be of service to Cherokee County. We maintain that RMA is a highly qualified team and that our philosophy of seeking the most cost-effective solution to the continued care of the landfill and its associated compliance issues will continue to serve the County's best interest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

We look forward to continuing to provide our services as Project Manager for this landfill project. If you have any questions concerning this matter, please contact us at (770) 427-8123.

Sincerely,

RINDT MCDUFF ASSOCIATES, INC.

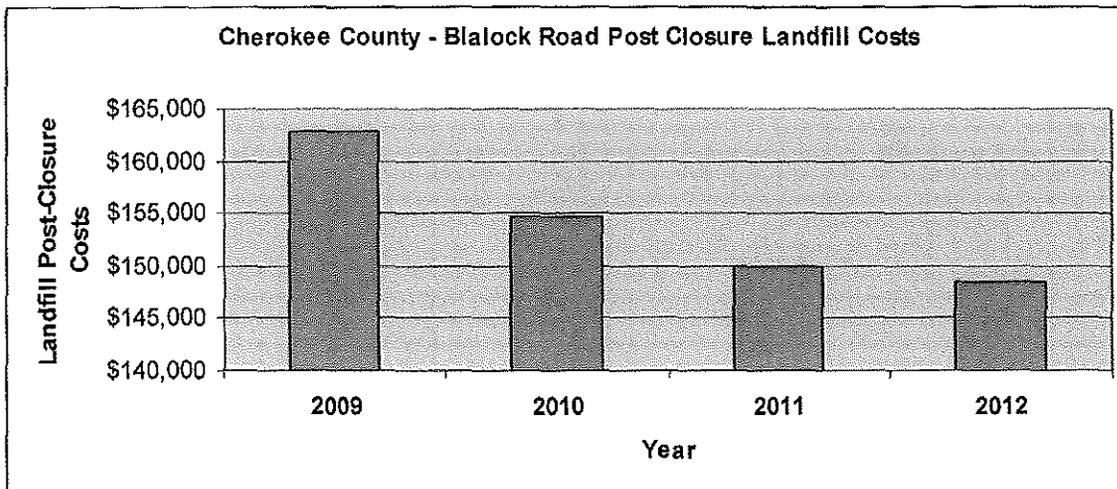

Patrick N. Batchelor, P.E.
Principal


Joseph Hartline, CHMM
Project Manager

Mr. Jerry Cooper

RE: Proposal for 2012 Professional Services Contract for the Blalock Road Landfill

December 1, 2011



ATTACHMENT A

RATE SCHEDULE - RINDT-MCDUFF ASSOCIATES, INC.

Admin/Clerical I	\$55.00
Admin/Clerical II	\$65.00
Environmental Assessor I	\$70.00
Environmental Assessor II	\$80.00
Environmental Assessor III	\$100.00
Construction Inspector I	\$80.00
Construction Inspector II	\$85.00
Construction Inspector III	\$90.00
Construction Inspector IV	\$95.00
Construction Manager	\$125.00
CADD Designer I	\$80.00
CADD Designer II	\$85.00
CADD Designer III	\$100.00
Senior Designer	\$125.00
Engineer I	\$90.00
Engineer II	\$95.00
Engineer III	\$110.00
Engineer IV	\$120.00
Engineer V	\$130.00
Engineer VI	\$135.00
Project Manager I	\$125.00
Project Manager II	\$135.00
Project Manager III	\$150.00
Principal Manager	\$165.00
Expenses	
Mileage	Current IRS Rates
Per Diem	\$30.00
Other Direct Charges	15%

Good Through Calendar Year 2011

ATTACHMENT B

RINDT-MCDUFF ASSOCIATES, INC.

STANDARD CONTRACT CONDITIONS

TRANSFER OF RIGHTS HEREUNDER

It is agreed that the Client and Rindt-McDuff Associates, Inc. (Consultant) each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Neither of the parties hereto shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

CREDIT APPROVAL, STOP WORK AND HOLDING WORK PRODUCT

Contract contingent upon credit approval. Consultant may "stop work" on Client's project if Consultant's invoices have not been paid within 45 days of the date of issuance. All of Consultant's Work Product may be held by Consultant until Consultant has been paid in full for the Work.

TERMINATION

This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided, that no such termination may be effected unless the other party is given (a) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (b) an opportunity for consultation with the terminating party prior to termination. If the Client decides to terminate this Agreement, the Client shall reimburse the Consultant for all equipment, devices, and material installed at the Consultants cost plus interest (0.8% per month) since the date of installation.

REMEDIES

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or a judicial forum.

CONSULTANT'S STANDARD OF CARE

The consulting services provided on this project will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No additional warranties are provided either express or implied unless agreed to in writing.

LIMIT OF LIABILITY

The Client agrees to limit the Consultant's liability on the project, including its agents and employees, due to the Consultant's negligent acts, errors or omissions, such that the total aggregate liability of the Consultant shall not exceed \$50,000 or the Consultant's total fee for services rendered on this project, whichever is less. However, at Client's discretion, the Consultant's limit of liability may be increased to \$1,000,000. The consideration to the Consultant for such increase will be a ten percent (10%) increase in the fee(s) proposed herein. If the Client desires to have the \$1,000,000 limit of liability, along with the increased fees, please initial the box at the end of this paragraph.

HOLD HARMLESS

The Client agrees to indemnify and hold harmless the Consultant, its principals, employees and agents against any claims arising out of the project based in whole or in part by the conduct or actions of the Client. The Consultant agrees to indemnify and hold harmless the Client against the negligent acts of the Consultant to the extent provided above. To the extent that the proposed services of the Consultant are for design which does not include construction phase services such as the review or site observation of the contractor's work or performance and the review of shop drawings, then the Client agrees to defend, indemnify and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

PAST DUE PAYMENTS

Payment is due upon the presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.

SAFETY

Should the Consultant provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations.

EXCLUSIONS

Specifically excluded from the Consultant's responsibility are the following:

- Actual, alleged or threatened pollution damages; that being damages caused by the release of solids, liquids or gases which cause environmental damages or require cleanup.
- Fines or penalties.
- Consultant's advice on bonds or insurance.
- Damages arising from handling or disposal of asbestos, asbestos containing materials, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.
- Project cost estimates.



Cherokee County, Georgia Agenda Request

SUBJECT: Space Lease – 155 Towne Lake Parkway
SUBMITTED BY: Jerry W. Cooper, County Manager

MEETING DATE: January 3, 2012

COMMISSION ACTION REQUESTED:

Approve new lease for 2,237 square foot space located at 155 Towne Lake Parkway with monthly lease payment of \$2,197.50 beginning January 1, 2012 between the county and Express Employment Professionals under new ownership.

FACTS AND ISSUES:

Mr. Bland Odell has purchased Express Employment Professionals from Bob Robinson and he would like to lease the space under the same terms.

Terms of the lease include:

- 1) \$2,197.50 monthly lease with lessee responsible for janitorial services and interior building maintenance, and the county responsible for exterior maintenance and utilities;
- 2) The initial lease period is January 1, 2012 through December 31, 2016 and can be canceled with 120 day notice; and,
- 3) The Lessee must provide general liability insurance \$1 million per person and \$2 million per incident and property damage limits which are equal to the full replacement cost of all equipment and personal property.

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

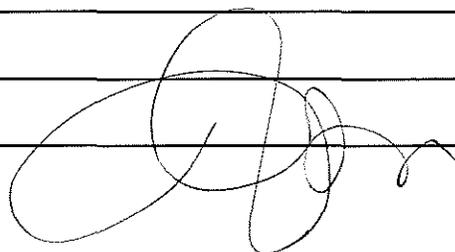
Approve lease.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



BOARD OF COMMISSIONERS
CHEROKEE COUNTY, GEORGIA
STANDARD LEASE FORM



LEASE COVERING FACILITY LOCATED AT

155 Towne Lake Parkway
Suite 200
Woodstock, Georgia 30188

TENANT AGENCY

Express Employment Professionals

Preamble

THIS LEASE (the "Lease"), made and entered into this 1st day of January 1, 2012 by and between Straight Path Staffing Inc. d.b.a. Express Employment Professionals, hereinafter called the LESSEE, and the Cherokee County Board of Commissioners, Cherokee County, Georgia, hereinafter called LESSOR.

WHEREAS, LESSOR owns the premises described herein for the purpose of leasing to small business enterprise (the "Facility," as more particularly described herein) in Cherokee County, Georgia;

WHEREAS, LESSOR desires the LESSEE to continue providing Human Resources, Placement Services, Corporate Training, Recruitment and HR Solutions (hereinafter referred to as the "Services") in the Facility, and the LESSEE is willing to perform these Services;

WHEREAS, LESSOR and the LESSEE have agreed to enter into a Lease for LESSEE's use of the Facility, as more particularly described in Exhibit A so that LESSEE can perform the Services;

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

WITNESSETH

Description

1. The LESSOR hereby leases unto the LESSEE and the LESSEE hereby leases from the LESSOR the Facility, situated in the City of Woodstock, County of Cherokee, State of Georgia, and more particularly described as follows:

Approximately 2,237 usable square feet of space located at 155 Towne Lake Parkway, Suite 200, Woodstock, Georgia 30188 as outlined on the attached Exhibit "A" being incorporated by reference into this Lease, including unlimited reasonable use of the building's common facilities, and paved parking area. LESSEE'S right to use the Facility shall be limited to activities related to the provision of Services.

expense, shall be responsible for custodial/janitorial services sufficient to maintain the interior in a clean well-maintained condition, that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible. LESSOR, at LESSOR's sole cost and expense, shall be responsible for and pay for existing 24/7 alarm system monitoring.

Repair and Maintenance

7. During the Lease term, the LESSOR shall maintain the Facility in good repair and tenantable condition, so as to minimize breakdowns and loss of the LESSEE's use of the Facility caused by deferred or inadequate maintenance, such maintenance to include, but not be limited to:

- (1) Furnishing prompt, good quality repair of the building exterior (i.e., roof leaks), and parking areas, paved areas, walkways, and common areas utilized by the public.
- (2) Furnishing prompt, good quality repair of equipment such as heating, air conditioning and ventilating equipment and fixtures. Shall be responsible for preventative maintenance services for heating, air conditioning and ventilation equipment and fixtures
- (3) Keeping the Facility free from infestation by termites and rodents, but excluding pest control for insects, and repairing all damage caused to the Facility by the same during the term of this Lease.
- (4) The LESSOR is not responsible for repairs for damages as caused by others or by LESSEE.
- (5) Maintaining landscaped areas on a regular basis, in a growing, litter-free, weed-free, and neatly mowed and/or trimmed condition.
- (6) Annual testing and maintenance of all fire extinguishers in or adjacent to the Facility, and at least bi-annual inspection and replacement of batteries in smoke detectors.

8. During the Lease term, the LESSEE shall maintain the Facility in good repair and tenantable condition, including, but not limited to:

- (1) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast's, or starters.
- (2) Furnishing remedial painting as necessary to maintain the Facility in a neat, clean and orderly condition.
- (3) Repairing and replacing as necessary intrabuilding network cable and inside wire cable used for voice and data transmission.
- (4) Providing custodial/janitorial services for general cleaning of the Facility.

Alterations

9. The LESSEE shall not have the right during the existence of this Lease to make alterations, attach fixtures and erect additions or structures at the Facility unless authorized in writing by the LESSOR. However, the LESSOR shall not unreasonably withhold such authorization. In the event that LESSEE constructs or erects any additions and/or improvements at the Facility, LESSOR shall have no obligation whatsoever to service, replace, keep or maintain the same in good order and repair. LESSOR is not responsible for repairs or damages caused by any such alterations, fixtures, additions or structures, or by the process of construction of same.

Insurance

10. The LESSOR will, at its own expense during the term of this Lease, keep the Facility insured against loss and damage by fire and other casualties or catastrophes for not less than the amount the Facility was last assessed for the purpose of property taxation. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. LESSOR shall furnish LESSEE with Certificates or other acceptable evidence that such insurance is in effect, and LESSOR shall be listed as an additional insured.

11. The LESSEE shall during the term of this Lease, keep in force during the term comprehensive general liability insurance with limits of \$1,000,000 per person and \$2,000,000 per incident, and property damage limits which are equal to the full replacement cost of all equipment and personal property. LESSEE shall furnish LESSOR with Certificates or other acceptable evidence that such insurance is in effect, and LESSOR shall be listed as an additional insured.

Assignment and Subletting

12. The LESSEE shall not assign this Lease, or sublet the Facility, without prior written consent of the LESSOR.

Inspection

13. The LESSEE will control access to the Facility, but will provide LESSOR reasonable access to the Facility. Any inspections, repairs or maintenance will be scheduled after consultation with the LESSEE.

Destruction

14. If the Facility is totally destroyed by fire or other casualty, this Lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the Facility unusable for the purpose intended, LESSOR may effect restoration of the Facility as quickly as is reasonably possible, but in any event within ninety (90) days.

In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, LESSOR shall forthwith give notice to LESSEE of the specific number of days required to repair the same.

Holding Over

15. In the event the LESSEE remains in possession of the Facility after the expiration of the Lease term, or any extension thereof, and absent a written demand for possession by LESSOR to LESSEE, this Lease shall be automatically extended on a month to month basis, subject to thirty (30) days written notice of termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

Surrender of Possession

16. Upon termination or expiration of this Lease, the lessee will peacefully surrender to the LESSOR the Facility in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which LESSEE has no control or for which LESSOR is responsible pursuant to this Lease. All improvements, erections, additions and alterations installed or placed on the premises by the LESSEE, whether permanently affixed thereto or otherwise, shall continue and remain the property of the LESSEE and may be removed by the LESSEE, in whole or in part, at any time before the expiration or termination of this Lease. If the LESSEE removes any or all of the improvements, erections, additions and alterations it has installed or placed on the premises, the LESSEE agrees to repair any specific damage resulting to the Facility from such removal.

At any time before the expiration or termination of this Lease, the LESSEE shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which it has placed on the Facility, provided that LESSEE must repair any specific damage resulting to the Facility from such removal.

Time of Essence, No Oral Agreements

17. This Lease sets forth all provisions and understandings between the parties relative to the Facility. There are no provisions, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. It is mutually understood and agreed that no alterations or variations of the terms of this Lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. The parties agree that all time is of the essence in this Lease.

18. Agency

Neither party becomes the agent of the other under this Lease, and each will continue to perform its statutory functions and the functions transferred or retained under this Lease, at its own, sole cost and responsibility, independently of the other. Neither party will be responsible for the contracts, nor other obligations of the other except as specifically stated and transferred hereinabove.

19. Waiver

The waiver by either party of any breach of any provision contained in this Lease shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Lease.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date first above written.

EXPRESS EMPLOYMENT PROFESSIONALS

CHEROKEE COUNTY BOARD OF
COMMISSIONERS

Bland Odell
President/CEO

L.B. Ahrens, Jr.
Chairman, Board of Commissioners

NOTARY

ATTEST

Sheila R. Corbin, County Clerk

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Web-Hosted Recreation Registration & Reservation Software Contract **MEETING DATE:** 1/3/12
SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Requesting Acceptance of Proposal and Approval of Contract with Recl.com to provide web-hosted recreation registration and reservation software contingent upon receipt of executed affidavit and valid Certificate of Insurance, as well as County Attorney review and approval.

FACTS AND ISSUES:

County staff received three written prices for web-hosted registration/facility reservation software and website management.

Recl is the recommended vendor. We have a long standing relationship, and the product is efficient, adequate and the least expensive. Also, it will meet both the needs of the Aquatic Center and Wellness Center, once open. The vendor is located in Alpharetta and readily available for technical support and additional training.

The recommendation is to continue use of Recl establishing a three year contract to begin February 1, 2012.

BUDGET:

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

Budget Adjustment Necessary: None

ADMINISTRATIVE RECOMMENDATION:

Acceptance of Proposal and Approval of Contract with Recl.com to provide web-hosted recreation registration and reservation software contingent upon receipt of executed affidavit and valid Certificate of Insurance, as well as County Attorney review and approval.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

APPROVED AS TO LEGAL FORM: _____

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY: _____

[Handwritten signatures and initials over signature lines]



Cherokee Recreation & Parks Agency



MEMO

To: Bryan Reynolds, Director
From: Neely Motiejunas, Recreation Division Director
Re: Registration Software Bids
Date: December 16, 2011

Included are the three written prices for registration/facility reservation software and website. The recommendation is to continue use of Rec1 establishing a three year contract to begin February 1, 2012.

Rec1 is the recommended vendor. We have a long standing relationship, and the product is efficient, adequate and the least expensive. Also, it will meet both the needs of the Aquatic Center and Wellness Center. The other prices are higher and do not include a website.

PRICES

Rec1 – 1% fee of online registration transactions (approximately \$10,000/annually) + \$250/month for website/content management services.

Active Network - \$8,400 initiation fee + \$30,888 annually; no website

Vermont Systems - \$47,944 initial year; approximately \$24,528 annually after first year for online software; no website

From: [Katie Manion](#)
To: [Neely Motiejunas](#)
Subject: RE: Information
Date: Thursday, December 15, 2011 1:10:00 PM
Attachments: [Cherokee, GA - Active Quote - December 15, 2011.rtf](#)

Hi Neely,

Thanks for the information. Based on what you sent me, I have calculated an estimate of \$30,888 in transactions per year. Here is the breakdown.

Online Transactions = \$23,136
Front Desk Credit Cards = \$6,120
Front Desk Cash/Check = \$1,632

I also included an updated quote for services. I wasn't sure if you wanted me to include hardware for the POS and Membership modules. If so, please let me know and I will include that.

Thanks,
Katie

Katie Manion, Account Executive

Active Network
Government
Tel 858.964.3803
Cell 858.414.8335
Fax 604.432.9708

From: Neely Motiejunas [<mailto:nmotiejunas@cherokeega.com>]
Sent: Tuesday, December 13, 2011 11:55 AM
To: Katie Manion
Subject: Information

Hey Katie,

I think this is all that you need. Thank you!

Annual number of transactions – 6400
Total dollar amount annually - \$1M
Percentage online – 60%
Average transaction amount - \$85

Thank you!

Neely Motiejunas, CPRP
Recreation Division Director
Cherokee Recreation & Parks Agency

www.crpa.net
770-924-7768
fax 770-924-7890

This message (including any attachments) is intended only for the use of the individual or entity to which it is addressed and may contain information that is non-public, proprietary, privileged, confidential, and exempt from disclosure under applicable law or may constitute as attorney work product. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, notify us immediately by telephone and (i) destroy this message if a facsimile or (ii) delete this message immediately if this is an electronic communication. Thank you.

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



Quote

15800 - 1

The Active Network
10182 Telesis Court, 1st floor
San Diego, CA, 92121, United States

Date: 12/15/2011
Expires: 03/31/2012

Customer:

Cherokee Recreation & Parks Agency, GA
Woodstock, Cherokee

Bill To:
Cherokee Recreation & Parks Agency, GA
7545 Main Street
Building 200

Ship To:
Cherokee Recreation & Parks Agency, GA
7545 Main Street
Building 200

Woodstock, Cherokee
US

Woodstock, Cherokee
GA 30188 United States

Sales Representative:

Payment Terms: 30 NET

Line	Product	Units	Qty	Unit Price Selling (USD)	Total Price Selling (USD)
1.0	ActiveNet - Activity Registration	Ea	16	\$0.00	\$0.00
2.0	ActiveNet - Facility Reservation	Ea	16	\$0.00	\$0.00
3.0	ActiveNet - Membership	Ea	16	\$0.00	\$0.00
4.0	ActiveNet - Point of Sale	Ea	8	\$0.00	\$0.00
5.0	ActiveNet - Public Access	Ea	12	\$0.00	\$0.00
6.0	ActiveNet - General Settings	Ea	8	\$0.00	\$0.00
7.0	ActiveNet - Project Planning	Ea	8	\$0.00	\$0.00
8.0	ActiveNet - Standard Professional Services	Hr	84	\$100.00	\$8,400.00

Category Subtotal

ActiveNet.SaaS.Online Transactions Subtotal (Selling Price) \$0.00



Quote
15800 - 1

ActiveNet.Service.Consulting - Hosted	Subtotal (Selling Price)	\$8,400.00
Tax		
	COUNTY (Rate 2%)	\$0.00
	STATE (Rate 4%)	\$0.00
Total(USD)		\$8,400.00

General

Sales taxes, where applicable, are not included and prices are in the currency of the country of installation (subject to change without notice). Hardware, operating system, 3rd party software and site preparation are not included unless otherwise noted.

Onsite Services

Quoted prices for onsite services do not include airfare. If onsite services are required, economy airfare will be assessed and invoiced separately. Onsite services are billed in minimum, 8 hour daily increments.

Method of Payment:

Invoice Me Purchase Order Number: _____

 Credit Card Visa MasterCard American Express

Credit Card Number: _____ Expiration Date: _____

I hereby Agree to Pay above quote with the stated Method.

Customer Name: Cherokee Recreation & Parks Agency, GA

Signature: _____

Name: _____

Title: _____

Effective Date: _____

End of Quote

Rec1 Online Registration Software
Quote for Services

**Cherokee Recreation and Parks Agency
Cherokee County, GA**

Effective Date: June 1, 2011
Created by: Rec1
Prepared by: Landon Schenck

1. Rec1 Registration and Management

Services provided by Rec1 to Cherokee Recreation and Parks Agency (CRPA) under this agreement include the following:

- **Access** – Excluding occasional maintenance, Rec1.com is online 24 hours a day. The site is accessible from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll on the site.
- **Training** – Rec1 agrees to provide up to 5 hours of remote training per year to CRPA personnel. Optional onsite training is available for a per day rate plus travel
- **Online Registration** – The Rec1 registration engine can be integrated with CRPA's website. Rec1 will format a registration page to match the colors and theme of the rest of CRPA's website. CRPA would then display a link on its own page that would seamlessly redirect the user to a secure page on the Rec1 server.
- **Documentation** - Rec1 will provide CRPA with electronic copies of all current guides including User's Guides and Quickstart Guides. CRPA will be free to download these at any time from their organization's Rec1 home page. Copies will be updated periodically and CRPA will be notified accordingly.
- **Data Backups** – Rec1 currently performs backups daily of all of its data (6:00 AM). In case of emergency, Rec1 may restore data back to the point at which it stood with the previous backup.
- **Enhancements** – New features will be added to Rec1.com throughout the term of this contract. The Organization, by signing this agreement, will have full access to all of these new features without additional charge. The Organization is also encouraged to submit change requests as they see opportunities for improvement. Rec1 will attempt to implement any and all changes that improve the value of Rec1.com to all of our customers at no charge. Rec1 will provide 10 hours of CRPA-specific enhancements at start-up; after which, CRPA may be charged a development fee at a \$100 hourly rate for highly customized requests. All work will be estimated and agreed upon with CRPA prior to work start.
- **Customer Support** – Rec1 provides an online utility for problem reports and change requests. CRPA can also reach Rec1 by phone at 1-800-335-1863 between the hours of 9:00 AM and 5:00 PM Eastern. Email support is also available at support@rec1.com. After-hours support is often available but is not guaranteed. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule.
- **Data** – In the event CRPA no longer wishes to use Rec1, we will export your data

based on your requested format (in most cases). If the data exporting request is initiated by CRPA, development will be charged at a \$100 hourly rate. All work will be estimated and agreed upon with CRPA prior to work start.

2. Website/Content Management Description

Rec1 is offering to continue assisting CRPA in the management and further development of its www.crpa.net website. This offering is a combination of unlimited use of the Rec1 CMS (Content Management System) engine as well as assistance by Rec1 to CRPA for those content-related tasks that CRPA is unable to perform.

Rec1 Content Management includes:

- Hosting of the www.crpa.net website at a server location provided and maintained at the expense of Rec1
- Unlimited use of the Rec1 CMS system for content updates
- Up to 5 hours per month of Rec1 assisted content changes or custom change requests
- Access to 3rd party Analytics data collected by Google as collected from visitors to www.crpa.net

3. Pricing



<input type="checkbox"/>	<p>Monthly Rec1 Subscription</p> <p>Fee: 1% for all net transactions including in house or online, regardless of payment type. \$50 monthly minimum applies</p>
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<input type="checkbox"/>	Monthly Rec1 Website Maintenance/Content Management Option Fee: \$250/month
[Included]	On-Site Training Note: Rec1 has agreed to provide up to 1 day of onsite training at no expense to CRPA. Any further days will be assessed at our standard rate of. Fee: \$250/per half day



Proposal Summary Pricing
VSI Quote Number: 21955

Please See Detail Breakdown
on Following Pages

Description: **RecTrac Hosted SaaS**
Prepared For: **Cherokee Recreation & Parks Agency, Woodstock, GA**
Contact Name: **Neely Motiejunas, Recreation Division Director** Phone Number:
Contact Email: **nmotiejunas@cherokeega.com** Fax Number:
Approved By: **Michelle Berthiaume, Sales Admin (michelleb@vermontsystems.com)** Quote Date: **04/19/2011**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping	Total Price
<u>RecTrac - Workgroup Multi-User Software</u>				
Application Software as a Service (SaaS)	\$0.00	\$6,900.00	\$0.00	\$6,900.00
Progress OpenEdge Software as a Service	\$0.00	\$1,380.00	\$0.00	\$1,380.00
Support Services - Training & Travel Expenses	\$13,180.00	\$0.00	\$0.00	\$13,180.00
Hosting Services	\$0.00	\$11,700.00	\$0.00	\$11,700.00
Total RecTrac:	\$13,180.00	\$19,980.00	\$0.00	\$33,160.00
<u>ID Systems - Workgroup Multi-User Software</u>				
Application Software	\$130.00	\$0.00	\$0.00	\$130.00
ID Card Hardware	\$3,195.00	\$0.00	\$69.00	\$3,264.00
Barcode Readers	\$295.00	\$0.00	\$13.00	\$308.00
Total ID Systems:	\$3,620.00	\$0.00	\$82.00	\$3,702.00
<u>WebTrac - Basic Edition</u>				
Application Software as a Service (SaaS)	\$0.00	\$3,540.00	\$0.00	\$3,540.00
Progress OpenEdge Software as a Service	\$0.00	\$708.00	\$0.00	\$708.00
VSI-Add ons	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Support Services - Training & Travel Expenses	\$4,570.00	\$0.00	\$0.00	\$4,570.00
Total WebTrac:	\$5,820.00	\$4,248.00	\$0.00	\$10,068.00
<u>PayTrac - Application Software & Hardware</u>				
Application Software as a Service (SaaS)	\$0.00	\$300.00	\$0.00	\$300.00
Printers	\$370.00	\$0.00	\$42.00	\$412.00
Cash Drawers	\$170.00	\$0.00	\$23.00	\$193.00
Magstripe Readers	\$98.00	\$0.00	\$11.00	\$109.00
Total PayTrac:	\$638.00	\$300.00	\$76.00	\$1,014.00



Proposal Summary Pricing
VSI Quote Number: 21955

Please See Detail Breakdown
 on Following Pages

Description: **RecTrac Hosted SaaS**
 Prepared For: **Cherokee Recreation & Parks Agency, Woodstock, GA**
 Contact Name: **Neely Motiejunas, Recreation Division Director**
 Contact Email: **nmotiejunas@cherokeega.com**
 Approved By: **Michelle Berthiaume, Sales Admin (michelleb@vermontsystems.com)**

Phone Number:
 Fax Number:
 Quote Date: **04/19/2011**

<u>Description</u>	<u>Purchase Price</u>	<u>Annual Maint/Svs</u>	<u>Estimated Shipping</u>	<u>Total Price</u>
VSI TOTALS				
Application Software	\$130.00	\$0.00	\$0.00	\$130.00
Application Software as a Service (SaaS)	\$0.00	\$10,740.00	\$0.00	\$10,740.00
Printers	\$370.00	\$0.00	\$42.00	\$412.00
Progress OpenEdge Software as a Service	\$0.00	\$2,088.00	\$0.00	\$2,088.00
Cash Drawers	\$170.00	\$0.00	\$23.00	\$193.00
ID Card Hardware	\$3,195.00	\$0.00	\$69.00	\$3,264.00
Barcode Readers	\$295.00	\$0.00	\$13.00	\$308.00
Magstripe Readers	\$98.00	\$0.00	\$11.00	\$109.00
VSI-Add ons	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Support Services - Training & Travel Expenses	\$17,750.00	\$0.00	\$0.00	\$17,750.00
Hosting Services	\$0.00	\$11,700.00	\$0.00	\$11,700.00
Grand Totals:	\$23,258.00	\$24,528.00	\$158.00	\$47,944.00

(plus tax where applicable)



RecTrac Workgroup Multi-User Software
Recreation Tracking Software
VSI Quote Number: 21955
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: **RecTrac Hosted SaaS**
 Prepared For: **Cherokee Recreation & Parks Agency, Woodstock, GA**
 Contact Name: **Neely Motiejunas, Recreation Division Director**
 Contact Email: **nmotiejunas@cherokeega.com**
 Approved By: **Michelle Berthiaume, Sales Admin (michelleb@vermontsystems.com)**

Phone Number:
 Fax Number:
 Quote Date: **04/19/2011**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<u>Application Software as a Service (SaaS)</u>					
1	Each	Activity Registration (Monthly SaaS) (VS-RT-MU-AR)	\$70.00	\$70.00	\$840.00
1	Each	Facility Reservations (Monthly SaaS) (VS-RT-MU-FR)	\$70.00	\$70.00	\$840.00
1	Each	Pass Management - ID Integration (Monthly SaaS) (VS-RT-MU-PMI)	\$30.00	\$30.00	\$360.00
1	Each	Pass Management Photo (Monthly SaaS) (VS-RT-MU-PM)	\$70.00	\$70.00	\$840.00 ¹
1	Each	POS/Inventory Control/Tickets (Monthly SaaS) (VS-RT-MU-PS)	\$70.00	\$70.00	\$840.00 ²
1	Each	League Scheduling (Monthly SaaS) (VS-RT-MU-LS)	\$55.00	\$55.00	\$660.00
1	Each	Court Reservations (Monthly SaaS) (VS-RT-MU-CR)	\$45.00	\$45.00	\$540.00 ²
1	Each	Locker Rentals (Monthly SaaS) (VS-RT-MU-LK)	\$45.00	\$45.00	\$540.00
1	Each	Incident Processing and Reporting (Monthly SaaS) (VS-RT-MU-IC)	\$0.00	\$0.00	\$0.00
1	Each	Systems Administration (required) (Monthly SaaS) (VS-RT-MU-SA)	\$40.00	\$40.00	\$480.00 ³
8	Each	Additional Users Over 2 (concurrent)(Monthly SaaS) (VS-RT-MU-AU)	\$10.00	\$80.00	\$960.00
Total Application Software as a Service (SaaS):				\$575.00	\$6,900.00
<u>Progress OpenEdge Software as a Service</u>					
1	Each	OpenEdge Workgroup Appl Server & RDBMS SAAS (T-PG-MU-OE-SAAS)	\$115.00	\$115.00	\$1,380.00 ⁴
Total Progress OpenEdge Software as a Service:				\$115.00	\$1,380.00
<u>Support Services - Training & Travel Expenses</u>					
10	Day(s)	Municipal, On-Site, Installation & Training (X-S-TNG-01)	\$680.00	\$6,800.00	\$0.00
2	Day(s)	Travel time - per day (X-S-TNG-09)	\$340.00	\$680.00	\$0.00
10	Each	Travel expenses - per day (estimated) (X-X-EXP)	\$330.00	\$3,300.00	\$0.00 ⁵
2	Each	Airfare for travel (estimated) (X-X-AIR)	\$1,200.00	\$2,400.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$13,180.00	\$0.00
<u>Hosting Services</u>					
1	Month	VSI Hosting Service Gold 7-15 Users (V-TV-HS-P2-7-15)	\$975.00	\$975.00	\$11,700.00
Total Hosting Services:				\$975.00	\$11,700.00
Total Software, Hardware and Support Services				\$14,845.00	\$19,980.00
Grand Total - RecTrac:				\$34,825.00	
				<small>(plus tax where applicable)</small>	



ID Systems Workgroup Multi-User Software
Pass Management Photo/Plastic Photo ID Card System
VSI Quote Number: 21955
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: **RecTrac Hosted SaaS**
 Prepared For: **Cherokee Recreation & Parks Agency, Woodstock, GA**
 Contact Name: **Neely Motiejunas, Recreation Division Director**
 Contact Email: **nmotiejunas@cherokeega.com**
 Approved By: **Michelle Berthiaume, Sales Admin (michelleb@vermontsystems.com)**

Phone Number:
 Fax Number:
 Quote Date: **04/19/2011**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint/Svs
Application Software						
1	Each	Create Photo ID Card Layout (S-PID LAYOUT)	\$130.00	\$130.00	\$0.00	\$0.00
Total Application Software:				\$130.00	\$0.00	\$0.00
ID Card Hardware						
1	Each	Polaroid P4000e ID Card Printer Cover (H-PID-PL-10-X-CV)	\$35.00	\$35.00	\$4.00	\$0.00
1	Each	Microsoft LifeCam Studio Camera, Auto Focus, 1080p (H-PID-MS-01)	\$150.00	\$150.00	\$10.00	\$0.00
1	Each	Adjustable Tripod Stand, LifeCam Camera (H-PID-MS-01-ST)	\$35.00	\$35.00	\$4.00	\$0.00
1	Each	Polaroid P4000e 1-Side Photo ID Cd Printer,USB,3YR (H-PID-PL-02-U)	\$2,275.00	\$2,275.00	\$37.00	\$0.00
2	Each	P3000/P4000 Color Ribbon 500 Cards/rib w/cleaning (S-PID-PL-11)	\$175.00	\$350.00	\$6.00	\$0.00
1	Each	Polaroid P4000 Ethernet Network Card (H-PID-PL-09-X-ET)	\$240.00	\$240.00	\$3.00	\$0.00
1	Each	Blank White PVC Cards- 30Mil (1000 each) (PID-PVC-C-30)	\$110.00	\$110.00	\$5.00	\$0.00
Total ID Card Hardware:				\$3,195.00	\$69.00	\$0.00
Barcode Readers						
1	Each	MK7120MetrologicOrbit OmnidirLaserScannerUSBBlack (H-BCR-ML-04-U)	\$295.00	\$295.00	\$13.00	\$0.00
Total Barcode Readers:				\$295.00	\$13.00	\$0.00
Total Software, Hardware and Support Services				\$3,620.00	\$82.00	\$0.00
Grand Total - ID Systems:					\$3,702.00	
						<small>(plus tax where applicable)</small>



WebTrac Basic Edition
Real-Time Internet Software
VSI Quote Number: 21955
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: **RecTrac Hosted SaaS**
 Prepared For: **Cherokee Recreation & Parks Agency, Woodstock, GA**
 Contact Name: **Neely Motiejunas, Recreation Division Director**
 Contact Email: **nmotiejunas@cherokeega.com**
 Approved By: **Michelle Berthiaume, Sales Admin (michelleb@vermontsystems.com)**

Phone Number:
 Fax Number:
 Quote Date: **04/19/2011**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<u>Application Software as a Service (SaaS)</u>					
1	Each	Web Internet Software (Monthly SaaS) (VS-WT-SU-IS)	\$115.00	\$115.00	\$1,380.00 ⁹
1	Each	WebTrac Activity Registrations (Monthly SaaS) (VS-WT-SU-AR)	\$30.00	\$30.00	\$360.00 ¹⁰
1	Each	WebTrac Facility Reservations (Monthly SaaS) (VS-WT-SU-FR)	\$25.00	\$25.00	\$300.00 ¹⁰
1	Each	WebTrac Pass/ID Card Registrations (Monthly SaaS) (VS-WT-SU-PM)	\$25.00	\$25.00	\$300.00 ¹⁰
1	Each	Web POS Ticket Sales (Monthly SaaS) (VS-WT-SU-PS)	\$25.00	\$25.00	\$300.00 ¹⁰
1	Each	Web League Scheduling (Monthly SaaS) (VS-WT-SU-LS)	\$25.00	\$25.00	\$300.00 ¹⁰
1	Each	Web Court Reservations (Monthly SaaS) (VS-WT-SU-CR)	\$15.00	\$15.00	\$180.00 ¹⁰
1	Each	Web Locker Rentals (Monthly SaaS) (VS-WT-SU-LR)	\$15.00	\$15.00	\$180.00 ¹⁰
1	Each	25 Add'l RecTrac Users for WebTrac (Monthly SaaS) (VS-WT-SU-AU)	\$20.00	\$20.00	\$240.00
Total Application Software as a Service (SaaS):				\$295.00	\$3,540.00
<u>Progress OpenEdge Software as a Service</u>					
1	Each	OpenEdge V10 Application Server & RDBMS SaaS (T-PG-SU-WB-SAAS)	\$59.00	\$59.00	\$708.00 ¹¹
Total Progress OpenEdge Software as a Service:				\$59.00	\$708.00
<u>VSI-Add ons</u>					
1	Each	WebTrac Standard Brochure Interface (V-WT-IN-SB)	\$0.00	\$0.00	\$0.00 ¹²
1	Each	WebTrac First Style Sheet Service Initial & Major (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 ¹³
1	Each	Standard Splash Page Options (V-WT-CP-SP)	\$500.00	\$500.00	\$0.00 ¹⁴
Total VSI-Add ons:				\$1,250.00	\$0.00
<u>Support Services - Training & Travel Expenses</u>					
3	Day(s)	Municipal, On-Site, Installation & Training (X-S-TNG-01)	\$680.00	\$2,040.00	\$0.00
1	Day(s)	Travel time - per day (X-S-TNG-09)	\$340.00	\$340.00	\$0.00
3	Each	Travel expenses - per day (estimated) (X-X-EXP)	\$330.00	\$990.00	\$0.00 ⁵
1	Each	Airfare for travel (estimated) (X-X-AIR)	\$1,200.00	\$1,200.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$4,570.00	\$0.00
Total Software, Hardware and Support Services				\$6,174.00	\$4,248.00
Grand Total - WebTrac:				\$10,422.00	
				<i>(plus tax where applicable)</i>	



PayTrac Application Software & Hardware
Credit and Debit Card, Electronic Check, & Gift Card Interface
VSI Quote Number: 21955

Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: **RecTrac Hosted SaaS**
 Prepared For: **Cherokee Recreation & Parks Agency, Woodstock, GA**
 Contact Name: **Neely Motiejunas, Recreation Division Director**
 Contact Email: **nmotiejunas@cherokeega.com**
 Approved By: **Michelle Berthiaume, Sales Admin (michelleb@vermontsystems.com)**

Phone Number:
 Fax Number:
 Quote Date: **04/19/2011**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint/Svs
<u>Application Software as a Service (SaaS)</u>						
1	Each	VSI Credit Card External Redirect Inter. (Monthly (VS-PT-IN-ERI)	\$25.00	\$25.00	\$0.00	\$300.00 ¹⁵
Total Application Software as a Service (SaaS):				\$25.00	\$0.00	\$300.00
<u>Printers</u>						
1	Each	Ithaca 280, USB, 40 Col, Dark Gray (H-PRT-IT-01-U-BK)	\$295.00	\$295.00	\$15.00	\$0.00
1	Each	Ithaca 1 Ply Thermal Paper, Plain, 50 Rolls/Case (S-PRT-IT-THB-01)	\$75.00	\$75.00	\$27.00	\$0.00
Total Printers:				\$370.00	\$42.00	\$0.00
<u>Cash Drawers</u>						
1	Each	MediaPlus 17Wx16D, Dumb, RJ12 Cable, Black (H-DRW-MM-01-D-BK)	\$170.00	\$170.00	\$23.00	\$0.00
Total Cash Drawers:				\$170.00	\$23.00	\$0.00
<u>Magstripe Readers</u>						
1	Each	MR3010 Magnetic Stripe Reader/Decoder, USB (H-MSR-LC-01-U-BK)	\$98.00	\$98.00	\$11.00	\$0.00
Total Magstripe Readers:				\$98.00	\$11.00	\$0.00
Total Software, Hardware and Support Services				\$663.00	\$76.00	\$300.00
Grand Total - PayTrac:					\$1,039.00	
					<small>(plus tax where applicable)</small>	

Description: **RecTrac Hosted SaaS**
Prepared For: **Cherokee Recreation & Parks Agency, Woodstock, GA**
Contact Name: **Neely Motiejunas, Recreation Division Director** Phone Number:
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Approved By: **Michelle Berthiaume, Sales Admin (michelleb@vermontsystems.com)** Quote Date: **04/19/2011**

- 1 Standard PMP software enables (optional) capture of photo image during registration, and display of photo during Visit Check-In. You can also add the PMP ID software interface to print multi-color plastic photo ID cards.
- 2 In order to use the graphical touch screen option in other modules, you must also license the POS Inventory module.
- 3 The Workgroup System is quoted for those organizations with 2-39 concurrent users. The pricing for the actual number of licensed concurrent users is found on the RecTrac quote page under the Application Software section. Two concurrent users are included with the purchase of the first RecTrac module. Additional concurrent users are priced as Additional Users Over 2 (concurrent).
- 4 VSI uses 4GL Progress V10 OpenEdge software to develop and deploy its' Release 10 software applications. The Progress software includes Client Networking, WebClient, SQL Client Access, ODBC/JDBC Drivers, & AppServer Internet Adapter. VSI also embeds the required Progress OpenEdge Workgroup RDBMS (Relational Database Management Software) with its' applications.
- 5 The included expenses are ESTIMATED for airfare, lodging, meals, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip.
- 6 Microsoft LifeCam Studio, HD 8MP Res, True 1080p Sensor, Auto Focus, USB
- 7 Polaroid ID Card Printer- P4000e includes 3 Year Hot Swap Out Depot Warranty Service with Ground Shipping. All Parts & Labor including the Printhead are included in the initial 2 Year Warranty for both. The Hot Swap Warranty Service also includes the Printhead, Each color ribbon prints 500 cards for a cost per card of \$.35 @ plus each blank card at \$.11 for total per card of \$.46.

The P4000e has an Ethernet option. We do have an exchange policy should you desire to upgrade from the standard P4000e printer to the network capable model. Should you change your mind within 30 days of receiving the standard P4000e printer, you may return the printer and be credited, minus a 25% restocking fee, if the printer is still unused and in original packaging. If the printer has been used within the 30 day window, it may be returned and you will be credited for 50% of the purchase price.
- 8 Each Polaroid ribbon includes a Cleaning Roller, Cleaning Card, and Snap Swab. A cleaning kit must be purchased for each Zebra printer, so add the cost of \$45/kit. Visible Light and Infrared bar code readers read bar codes printed with YMCKO ribbons.
- 9 WebTrac enables your customers to process RecTrac transactions real-time using a browser via the internet.
- 10 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.
- 11 VSI uses the Progress Application Development & Deployment software to develop and deploy our Web applications that provide real-time Web transaction processing in RecTrac and GolfTrac.
- 12 The WebTrac base pricing includes the customizable Standard Brochure Interface. If you desire a custom brochure layout beyond the standard options, a fee of 1000.00 will be charged for the custom programming.
- 13 VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then you will be asked to verify that the results match your specs. If you asked for additional changes following the completion of the initial styling then each major change request is priced at \$750.00. Minor & Seasonal change requests are priced at \$375.00 each.
- 14 The Standard Splash Page Option gives you the choice of one of 10 Standard Spash page options. Our 10 standards are available on our website to "try out", helping you to decide which option is best for your organization.

The \$500 fee includes our support personnel assisting in the implementation of the template on your site. This typically takes 2-4 hours. Any time over 4 hours due to changes the customer asks for, will be charged at \$95/hr. If you want design changes requiring the development team to any of the standard templates, we will provide you a quote for Custom Programming @ \$120/hour.



Proposal Summary Pricing
VSI Quote Number: 21955

Please See Detail Breakdown
on Following Pages

Description: **RecTrac Hosted SaaS**
Prepared For: **Cherokee Recreation & Parks Agency, Woodstock, GA**
Contact Name: **Neely Motiejunas, Recreation Division Director** Phone Number:
Contact Email: **nmotiejunas@cherokeega.com** Fax Number:
Approved By: **Michelle Berthiaume, Sales Admin (michelleb@vermontsystems.com)** Quote Date: **04/19/2011**

15 Depending on the Gateway you select, there could be setup fees charged by the Gateway up to \$150 per merchant account. There also could be transaction fees up to .075 cents per transaction.

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 1 day of December, 2011, by and between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Cirilian, Inc., a Georgia corporation d/b/a "Rec1", ("Consultant"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Online Registration and Website Services (the "Work"); and

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

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

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

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

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

Rec1 will provide Registration and Website Management for Cherokee County's Recreation and Parks Agency, Cherokee Recreation and Parks Agency (CRPA).

B. The Work

The Work to be completed under this Agreement (the "Work") consists of "Registration which will apply to those services related to Cherokee County's use of the Rec1.com online registration and management package. "Website" and "Website Management" will apply to those services related to Cherokee County's use of the Rec1 CMS system and the assistance provided by Rec1 in keeping CRPA's website (www.erpa.net/www.crpa.net) content updated.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work will continue in full force until November 30, 2014.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Consultant and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, ~~the County shall have the right to determine reasonable terms and the Consultant shall proceed with the changed work either party may cancel this Agreement upon notice to the other party as herein provided.~~

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Consultant.

C. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners; any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$25,000 must be approved by resolution of the Cherokee County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the services performed and costs incurred by Consultant upon certification by the County that the services were actually performed and costs actually incurred in accordance with the Agreement. Compensation for services performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, times or locations required to complete such tests or inspections and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handle through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after ~~approval~~receipt of the invoice by County staff.

B. The compensation for Registration services performed shall be based upon usage, billed in arrears monthly at 1% per transaction ("Transactional Fee"). Registration services is more fully described in Exhibit "B". CRPA agrees to pay a minimum of \$50 per month if its net transactions processed through Rec1 Registration do not exceed \$5,000. Website Management services performed shall be billed monthly at a flat rate of \$250 ("Website Fee"). Website Management Services is fully described in Exhibit "C". Rec1 shall invoice CRPA the first week of each month for the Transactional Fee incurred during the prior month's processing and the Website Fee.

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant

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

B. Budgetary Limitations

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

C. County's Reliance on the Work

The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's services performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further

agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's professional and industry standards or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

D. Consultant's Reliance of Submissions by the County

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

E. Consultant's Representative

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

F. Assignment of Agreement

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

G. Responsibility of Consultant and Indemnification of County

The Consultant covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortuous conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, ~~regardless of whether or not the negligent act is caused in part by a party indemnified hereunder.~~ Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers' or workmen's

compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

H. Independent Contractor

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Consultants, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

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

(2) Minimum Limits of Insurance:

Consultant shall maintain limits no less than:

- (a) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

- (c) Professional Liability of \$1,000,000 limit for claims arising out of professional services caused by the Consultant's errors, omissions, or negligent acts.
- (d) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 per accident.

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

- (a) General Liability and Automobile Liability Coverage.
 - (i) The County, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
 - (ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees, agents or volunteers.
 - (iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

- (vi) The insurer agrees to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the County, its officials, employees, agents and volunteers for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

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

(7) Subcontractors:

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insured.

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least ~~six (6)~~ year~~one (1) year~~ after termination or final payment under the Agreement, whichever is later.

J. Employment of Unauthorized Aliens Prohibited

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "A" that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification of the social security numbers of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may order the Contractor to terminate or require its subcontractor to terminate that person's employment immediately and to report same to the Department of Homeland Security. The Contractor's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

Contractor agrees that the employee-number category designated below is applicable to the contractor.

_____ 500 or more employees.

_____ 100 or more employees.

_____ Fewer than 100 employees.

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

Contractor'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 as Exhibit "A."

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

K. Records, Reports and Audits

(1) Records:

(a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

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

(2) Reports and Information:

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

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem

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

L. Conflicts of Interest

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

M. Confidentiality

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

N. Compliance with Laws Regulating Illegal Aliens

The United States Congress enacted the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, which required the former Immigration and Naturalization Service (now the Department of Homeland Security) to establish a system for verifying the immigration status of non-citizen applicants for, and recipients of, certain types of federally funded benefits, and to make the system available to Federal, State, and local benefit-issuing agencies and institutions that administer such benefits.

The Consultant covenants and declares that it is enrolled in the Basic Employment Verification Pilot Program, and that it has verified the employment eligibility of all its employees utilizing such program. Consultant shall likewise require all subcontractors or sub-consultants to verify the employment eligibility of all their respective employees utilizing the Basic Employment Verification Pilot Program. Consultant shall provide documentation prior to commencing work under this Agreement, in a form acceptable to Cherokee County, affirming the Consultant's compliance with this Section.

O. Licenses, Certifications and Permits

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to

perform the services contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

P. Key Personnel

All of the individuals identified in Exhibit "D" are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team, as listed in Exhibit "D", without written approval of the County. Consultant recognizes that the composition of this team was instrumental in the County's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination. Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

Q. Authority to Contract

The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

R. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Consultant ("materials") shall be the property of the County and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment to _____ N/A _____, in order for Consultant to complete the Work.

B. County's Representative

Bryan Reynolds shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's for cause, which includes, but is not limited to, failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure, unauthorized use of the Software (defined below) or other default by the County as provided hereunder.

B. Upon termination, County shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.

C. Upon termination, the Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the County.

D. The rights and remedies of the County and the Consultant provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity. Upon termination of this Agreement and expiration of any applicable notice period, the parties hereto shall have no further liability or obligation except as explicitly provided hereunder as surviving termination of this Agreement.

VII. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This

Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

XI. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. BUSINESS LICENSE

Prior to commencement of the services to be provided hereunder, Consultant shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

XIII. NOTICES

A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Bryan Reynolds for the County and Landon Schenck for the Consultant.

B. Official Notices

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

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

NOTICE TO THE CONSULTANT shall be sent to:

Recl
12460 Crabapple Rd.
Suite 202, #111
Alpharetta, GA 30004
Attn: Landon Schenck

XIV. WAIVER OF AGREEMENT

~~The County's failure~~Failure by either party to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

XV. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

XVI. FORCE MAJEURE

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

XVII. OWNERSHIP AND REMEDIES

Notwithstanding anything herein to the contrary, the County agrees that it has no right, title, interest or ownership in, or to, the software or website utilized by Consultant to provide the

Work, or any of its components, programming code or data structures, or any copies or modifications of the software, user manuals, or any components, code or data structures thereof or in the software (collectively, the "Software") except to the extent that Consultant grants the right to use the Software. The Software shall remain at all times Consultant's sole and exclusive property. The County shall not reproduce or copy any Software or portion thereof without Consultant's prior written consent. The obligations set forth in this paragraph shall survive the termination, cancellation or expiration of this Agreement for any reason whatsoever. The County agrees that, in the event of a breach or threatened breach by the County of the provisions of this Agreement, Consultant shall be entitled to both a temporary and permanent restraining order and a preliminary injunction, or other similar remedy, restraining the County or any affiliate, officer, agent or assignee from violating the terms of this Agreement. The County specifically acknowledges that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by Consultant as a result of a breach of any of the provisions of this Agreement. Such remedy is non-exclusive and shall be in addition to any other remedy available to Consultant at law or in equity.

IN WITNESS WHEREOF the County and the Consultant have executed this Agreement effective as of the date the County Manager executes this Agreement on behalf of the County.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

CONSULTANT:

By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE COUNTY

By: _____
Its: _____

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

STATE OF GEORGIA

COUNTY OF CHEROKEE

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Cherokee County has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract 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 provided in Rule 300-10-01-.08 in the form attached hereto as Exhibit "1." Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent Date
(Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

EXHIBIT "B"

Rec1 Registration Services provided by Rec1 to the Cherokee under this agreement include the following:

- Access – Excluding occasional maintenance, Rec1 provides an online registration service available 24 hours a day. The site is accessible from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll on the site.
- Training – Rec1 agrees to provide up to 5 hours of remote training per year to Cherokee personnel.
- Online Registration – The Rec1 registration engine can be integrated with Cherokee's website. Rec1 will format a registration page to match the colors and theme of the rest of Cherokee's website. Cherokee would then display a link on its own page that would seamlessly redirect the user to a secure page on the Rec1 server.
- Documentation - Rec1 will provide Cherokee with electronic copies of all current guides including User's Guides and Quickstart Guides. Cherokee shall have access to download these at any time from their organization's Rec1 home page. Copies will be updated periodically and Cherokee shall be notified accordingly.
- Data Backups – Rec1 currently performs backups daily of all of its data (6:00 AM). In case of emergency, Rec1 may restore data to the point of the previous backup.
- Enhancements – New features will be added to Rec1 throughout the term of this Agreement. Cherokee will have full access to all of these new features without additional charge. Cherokee is also encouraged to submit change requests as they see opportunities for improvement. Rec1 will attempt to implement any and all changes that improve the value of Rec1 to all of our customers at no charge. Thereafter, Cherokee will be charged a development fee at a \$100 hourly rate for custom requests. All work will be estimated and agreed upon with Cherokee prior to work start.
- Customer Support – Rec1 shall provide an online utility for problem reports and change requests. Cherokee may also reach Rec1 by phone at 1-800-335-1863 between the hours of 9:00 AM and 5:00 PM Eastern. Email support is also available at support@rec1.com. Afterhours support is often available but is not guaranteed. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule.
- Data – In the event Cherokee no longer wishes to use Rec1, Rec1 will export Cherokee data based on a requested format (in most cases). If the data exporting request is initiated by Cherokee, development will be charged at a \$100 hourly rate. All work will be estimated and agreed upon with Cherokee prior to work start.

EXHIBIT "C"

Rec1 CMS and Website Management Services provided by Rec1 to the Cherokee under this agreement include the following:

- Access – Excluding occasional maintenance, Rec1 provides CMS service available 24 hours a day. The site is accessible from any PC with an Internet connection. There is no limit to the number of organization users and participants that can utilize the CMS module.
- Cherokee Controlled Content - Cherokee will be able to control the content of www.crpa.net where possible. This includes:
 - Feature Articles on the home page
 - Latest News
 - Calendar of Events
 - Staff Photos and Bios
- Rec1 Assisted Content Updates - For those sections of www.crpa.net that cannot be edited by Cherokee using the Rec1 CMS system, Cherokee may request assistance (up to five (5) hours per month) from Rec1 to edit those sections. Rec1 will continue to implement all components of the website into the CMS system to facilitate editing by Cherokee.
- Training – Rec1 agrees to provide up to 5 hours of remote training per year to Cherokee personnel.
- Data Backups – Rec1 currently performs backups daily of all of its data (6:00 AM). In case of emergency, Rec1 may restore data to the point of the previous backup.
- Enhancements – New features will be added to Rec1 CMS throughout the term of this Agreement. Cherokee will have full access to all of these new features without additional charge. Cherokee is also encouraged to submit change requests as they see opportunities for improvement. Rec1 will attempt to implement any and all changes that improve the value of Rec1 to all of our customers at no charge. Thereafter, Cherokee will be charged a development fee at a \$100 hourly rate for custom requests. All work will be estimated and agreed upon with Cherokee prior to work start.
- Customer Support – Rec1 offers CMS support by phone at 1-800-335-1863 between the hours of 9:00 AM and 5:00 PM Eastern. Email support is also available at support@rec1.com. After-hours support is often available but is not guaranteed. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule.
- Data – In the event Cherokee no longer wishes to use Rec1, Rec1 will export Cherokee data based on a requested format (in most cases). If the data exporting request is initiated by Cherokee, development will be charged at a \$100 hourly rate. All work will be estimated and agreed upon with Cherokee prior to work start.

EXHIBIT "D"

Landon Schenck

**Cherokee County, Georgia
Agenda Request**

SUBJECT: Soccer Complex Landscape & Trees
Approval to Award Contract

MEETING DATE: January 3, 2012

SUBMITTED BY: Bill Echols, AIA, Director of Capital Projects

COMMISSION ACTION REQUESTED: Approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal for landscape and trees at the Soccer Complex at Blalock Road, **Ed Castro Landscape, Inc., Roswell, GA, at a not to exceed price of \$75,000.00.**

FACTS AND ISSUES: In accordance with procurement requirements of the County for maintenance work, on December 21, 2011, **seven (7)** bid proposals were submitted to the County Procurement Department from interested bidders/contractors for landscape and trees at the Soccer Complex at Blalock Road. **A copy of the bid tabulation form is attached.**

Because the final type and number of trees proposed to be planted will be determined in the field, the landscape and trees work proposed under this project has been bid as Unit Prices; based upon estimated quantities determined by Capital Projects. Award of this landscape and trees contract is based upon the County-established base number and type of trees times the Contractor's Unit Prices; for a total not to exceed \$60,000.00 for trees proposed to be planted at or within the Soccer Complex.

Based upon recent meetings with members of the community and neighbors surrounding the soccer complex, the County will also explore the planting of additional trees along Blalock Road, across from the entrance to the Soccer Complex, in front of the landfill property. The number, placement and types of trees will be determined in association with the selected landscape contractor. The amount of \$15,000.00 is requested for these additional tree plantings along Blalock Road. At an average unit price of \$250.00 per tree and mulch, a total of sixty (60) could be planted along Blalock Road.

The total landscape tree planting budget for the Soccer Complex and Blalock Road is a not to exceed amount of \$75,000.00.

Upon award of the contract, representatives of Capital Projects and CRPA will work in close association with the selected landscape and trees Contractor (**Ed Castro Landscape, Inc.**) to walk the soccer complex and soccer fields, and Blalock Road, to determine the tree types and locations for installation, in the best manner possible that maximizes tree types and locations at the contracted unit prices within the total contract award sum approved for this project.

Concurrent with the proposed tree planting work of this bid proposal are the various other projects at the Soccer Complex at Blalock Road: (1) Construction of concession and toilets facilities: on-site work commenced in December 2011; (2) Fencing at the soccer fields: contract has been awarded with work to start by late January 2012; and (3) other work currently planned by the Soccer Association. Field preparation/grassing and irrigation work are complete and have been accepted by the County.

Ed Castro Landscape, Inc. has also submitted their E-Verify number with their Bid Proposal, and confirmed their willingness to execute the Construction Agreement with Cherokee County.

This project is to be funded from the County Tree Bank. Use of Park Bond funds will not be required.

BUDGET:

Budgeted Amount:	\$ 75,000.00	Account Name: Tree Bank
Amount Encumbered:	\$	Account #: Tree Bank
Amount Spent to Date:	\$	
Amount Requested:	\$ 75,000.00	
Remaining Budget:	\$	
Budget Adjustment Necessary:		

ADMINISTRATIVE RECOMMENDATION: It is recommended that the Board grant approval for the award of the work of this bid proposal to **Ed Castro Landscape, Inc., in the not to exceed amount of \$75,000.00**, the lowest responsible bidder, with the most responsive bid proposal for the work of the project; to be fully funded from the County Tree Bank account.

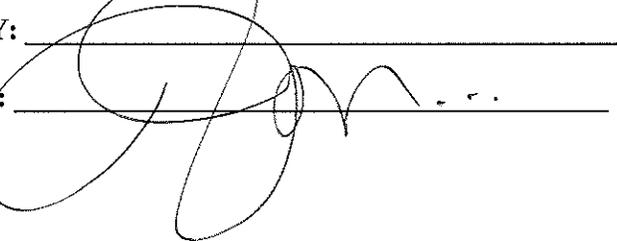
Not to exceed \$60,000.00 for trees at or within the Soccer Complex, and not to exceed \$15,000.00 for trees along Blalock Road.

REVIEWED BY:

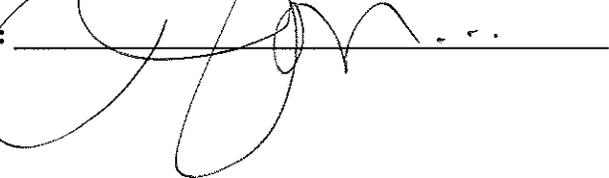
DEPARTMENT HEAD:



COUNTY ATTORNEY:



COUNTY MANAGER:



BID TABULATION FORM

Other forms and attachments to Bid Proposal to be confirmed by Cherokee County in its reviews of all Bid Proposals.

THIS IS AN OPENING AND READING OF BIDS ONLY.

PROJECT: RFP 2011-45 SOCCER COMPLEX LANDSCAPE TREES (UNIT PRICES)

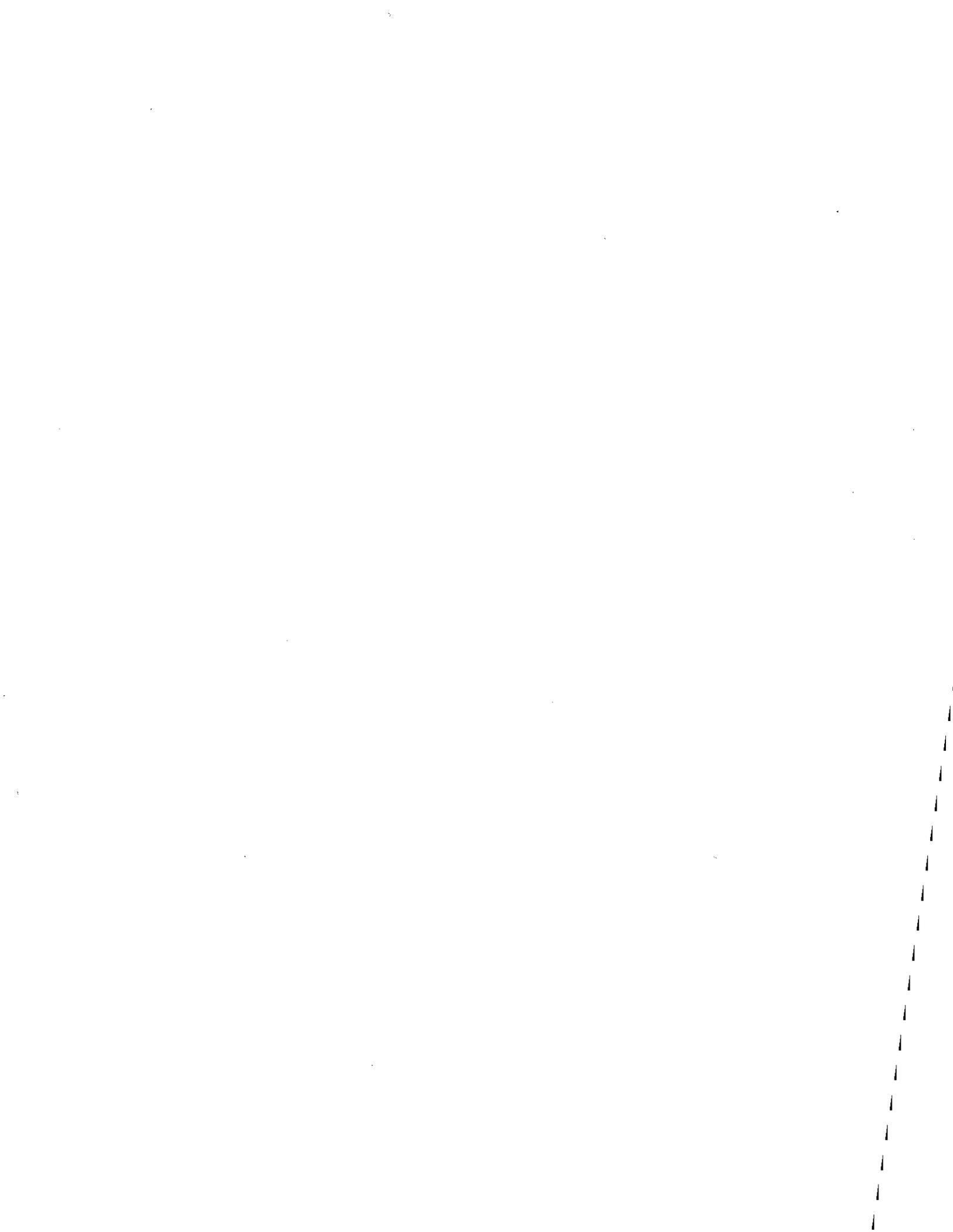
BID DATE: December 21, 2011

BID TIME: 2:00 PM

BIDDER/CONTRACTOR	BID BOND	ADDENDA RECEIVED	GRAND TOTAL OF ALL UNIT PRICES LISTED ABOVE THAT COMPRISE THIS LANDSCAPE TREES BID PRICE: Complete for all Work of this Project	UNIT PRICE NO.	UNIT PRICE NO.	UNIT PRICE NO.	UNIT PRICE NO.	UNIT PRICE NO.	UNIT PRICE NO.	UNIT PRICE NO.	UNIT PRICE NO.	UNIT PRICE NO.	UNIT PRICE NO.	UNIT PRICE NO.	UNIT PRICE NO.	UNIT PRICE NO.	E-VERIFY FORM SIGNED AND SUBMITTED WITH ALL CONDITIONS	BID FORM SIGNED, VISITED SITE AND FAMILIAR WITH ALL CONDITIONS	EXHIBIT C: CERTIFICATE AS TO CONTRACT REVIEW ACCEPTANCE	EXHIBIT D: NON-INFLUENCE AFFIDAVIT	LETTER FROM SURETY/BONDING COMPANY	CONTRACTOR'S QUALIFICATIONS STATEMENT
				1: Legacy Sugar Maples	2: Bracken Brown Beauty Magnolias	3: Shumard Oaks	4: Black Tupelos	5: October Glory Red Maples	6: Bosque Elms	7: Chinese Pistaches	8: Green Vase Zelkovas	9: Duraheat River Birches	10: Double Ground Hardwood Mulch Materials & Labor	11: One Year Maintenance DELETED PER ADDENDUM 2	12: Yoshino Cryptomeria	13: Green Giant "Emerald" Arborvitae						
Athens Landscape Group, LLC, Bethlehem, GA	YES	2	\$73,353.00	\$281.00	\$247.00	\$256.00	\$282.00	\$211.00	\$262.00	\$271.00	\$212.00	\$236.00	\$29.00	0	\$302.00	\$287.00	YES	YES	YES	YES	YES	YES
Ed Castro Landscape, Inc., Roswell, GA	YES	2	\$56,219.00	\$269.00	\$200.00	\$200.00	\$270.00	\$170.00	\$185.00	\$220.00	\$140.00	\$180.00	\$15.50	0	\$180.00	\$255.00	YES	YES	YES	YES	YES	YES
Ruppert Landscape, Lilburn, GA	YES	2	\$94,147.00	\$318.00	\$289.00	\$318.00	\$364.00	\$299.00	\$318.00	\$364.00	\$319.00	\$274.00	\$52.00	0	\$270.00	\$270.00	YES	YES	YES	YES	YES	YES
Tri Scapes, Inc., Cumming, GA	YES	2	\$59,975.00	\$250.00	\$175.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$16.00	0	\$225.00	\$175.00	YES	YES	YES	YES	YES	YES
Valley Crest Landscape Development, Norcross, GA	YES	2	\$94,870.53	\$476.06	\$275.50	\$307.41	\$324.62	\$329.81	\$417.74	\$405.15	\$291.55	\$263.81	\$34.20	0	\$323.15	\$258.31	YES	YES	YES	YES	NO	NO
W.E. Contracting Co., Inc., Acworth, GA	YES	2	\$149,814.00	\$543.00	\$622.00	\$555.00	\$667.00	\$476.00	\$521.00	\$555.00	\$538.00	\$493.00	\$40.00	0	\$521.00	\$521.00	YES	YES	YES	YES	YES	YES
Woody's Agricultural Services, Inc., Cleveland, GA	YES	2	\$69,672.70	\$260.40	\$292.50	\$254.05	\$276.45	\$222.95	\$222.95	\$276.45	\$239.00	\$228.30	\$20.00	0	\$260.40	\$260.40	YES	YES	YES	YES	NO	NO

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA

BID OPENING ATTENDEES:



Cherokee County, Georgia
Agenda Request

SUBJECT: Approve Resolution for 2012 TAN

MEETING DATE: 1/3/2012

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Approve 2012 Tax Anticipation Note (TAN), which represents a temporary loan of \$1,314,000 to be received in January 2012 and repaid in December 2012. Interest rate = 4.75%.

FACTS AND ISSUES:

This is the third issuance of the original TAN agreement which began in January 2010.

BUDGET: N/A

ADMINISTRATIVE RECOMMENDATION:

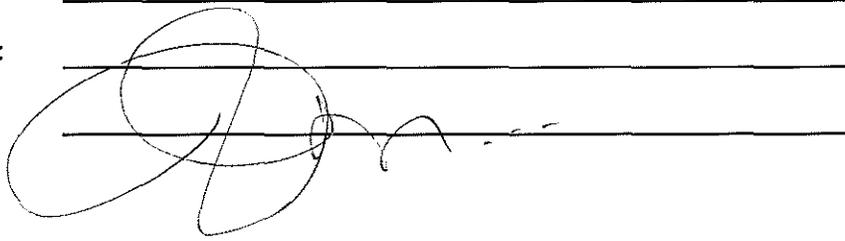
Approval

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



A RESOLUTION TO PROVIDE FOR OBTAINING A TEMPORARY LOAN TO PAY CURRENT EXPENSES OF CHEROKEE COUNTY, GEORGIA IN CALENDAR YEAR 2012; TO PROVIDE FOR THE ISSUANCE AND SALE OF TAX ANTICIPATION NOTES TO EVIDENCE SUCH LOAN; TO SPECIFY THE DATE AND THE RATE OF INTEREST THE NOTES SHALL BEAR; TO PROVIDE FOR THE FORM OF THE NOTE AND FOR THE EXECUTION OF THE NOTES; TO PROVIDE FOR THE PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE NOTES; TO PROVIDE FOR THE SOURCE OF PAYMENT OF THE NOTES AND THE INTEREST THEREON; AND FOR OTHER PURPOSES:

WHEREAS, pursuant to Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983, the governing authority of Cherokee County, Georgia (the "County") is authorized to incur debt by obtaining temporary loans in each calendar year to pay the current expenses of such year; and

WHEREAS, pursuant to this Constitutional provision, the aggregate amount of all such temporary loans may not exceed 75% of the total gross income of the County from taxes actually collected in the last preceding year; and

WHEREAS, pursuant to this Constitutional provision, no such temporary loan may be obtained when there is a loan then unpaid which was obtained in any prior year under this Constitutional provision, nor may the County incur in any one calendar year an aggregate of such temporary loans or other contracts, notes, warrants, or other obligations for current expenses in excess of the total anticipated revenue for such calendar year; and

WHEREAS, all temporary loans obtained by the County in calendar year 2011 and all prior calendar years pursuant to this Constitutional provision will be paid in full on or before the issuance and delivery of the tax anticipation notes hereinafter authorized; and

WHEREAS, during calendar year 2011, the total gross income of the County from taxes actually collected in calendar year 2011 will aggregate not less than \$40,759,817 and the County is accordingly authorized to obtain during calendar year 2012 a temporary loan or loans in an aggregate amount not exceeding seventy-five percent (75%) of such amount (which is \$30,569,863); and

WHEREAS, the Board of Commissioners of the County, after an independent investigation of the present and future needs of the County, has determined that it should obtain a temporary loan in the aggregate principal amount not to exceed \$1,314,000 for the purpose of providing moneys to pay current expenses to be incurred by the County during calendar year 2012; and

WHEREAS, the most feasible method of obtaining this temporary loan is by the issuance and sale of the County's tax anticipation notes for such purpose; and

WHEREAS, the County has negotiated a bid from a financial institution for the purchase of not to exceed \$1,314,000 in aggregate principal amount of tax anticipation notes hereinafter authorized to be issued, and such tax anticipation notes have been sold to United Community Bank; and

WHEREAS, as a result of this sale, the tax anticipation notes shall bear interest from the dates advances are made at the rate per annum hereinafter set forth, and all interest shall be payable on the date of the payment of these tax anticipation notes; and

WHEREAS, these tax anticipation notes should now be printed or otherwise reproduced, executed, and thereafter issued and delivered, and it is necessary to adopt a note form and to provide for the execution of these notes and to designate a place for the payment of the principal of and interest on these notes; and

WHEREAS, these tax anticipation notes, when issued, will constitute an indebtedness of the County which must be paid on or prior to December 31, 2012, and provision should be made for the levy of an ad valorem tax upon all property subject to taxation within the County to the extent necessary to produce moneys in an amount sufficient, together with any other funds of the County lawfully available for such purpose, to provide for the payment of the principal of and interest on these notes as the same become due and payable;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cherokee County, Georgia, and it is hereby resolved by authority of the same, that, as authorized pursuant to the provisions of Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 and Section 36-80-2 of the Official Code of Georgia Annotated, as amended, Cherokee County, Georgia shall obtain a temporary loan in anticipation of the collection of taxes levied or to be levied during calendar year 2012, in an aggregate principal amount not to exceed \$1,314,000 pursuant to the terms and conditions hereinafter set forth, to pay current expenses of the County in calendar year 2012.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that to evidence such temporary loan, there be and there is hereby authorized to be issued tax anticipation notes of the County in an aggregate principal amount not to exceed \$1,314,000 to be designated "Cherokee County, Georgia Tax Anticipation Notes" (the "Notes"), and the Notes shall be dated as of the date of their issuance and delivery, shall be issuable only in registered form without coupons in the denominations of \$100,000 or any integral multiple of \$100 in excess thereof, and shall bear interest from the dates advances are made and at the rate of 4.75% per annum, payable at maturity and computed on the basis of a 360-day year for the number of days actually elapsed, and the entire principal amount of the Notes shall mature on December 31, 2012. The principal of and interest on the Notes shall be payable in lawful money of the United States of America at the office of the County Manager, Cherokee County, Georgia, 1130 Bluffs Parkway, Suite 310, Canton, Georgia 30114, upon presentation and surrender of the Notes.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that the Notes shall be executed by the Chairman or the Vice Chairman of the Board of Commissioners of the County and attested by the Clerk or the Deputy Clerk of the Board of Commissioners of the County, and the official seal of the County shall be impressed upon each of the Notes, and the Notes shall be substantially in the form hereinafter set forth with such variations, omissions, and insertions as are permitted or required by this Resolution:

[FORM OF NOTE TO FOLLOW]

[FORM OF NOTE]

**UNITED STATES OF AMERICA
STATE OF GEORGIA**

**CHEROKEE COUNTY, GEORGIA
TAX ANTICIPATION NOTE**

Number R-1 **Principal Amount Not To Exceed \$1,314,000**

Date of Original Issue:	Maturity Date:	Interest Rate:
_____, 2012	December 31, 2012	4.75%

Registered Owner: United Community Bank

KNOW ALL MEN BY THESE PRESENTS: CHEROKEE COUNTY, GEORGIA, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, for value received and in consideration of money borrowed, hereby promises to pay to the Registered Owner shown above, or registered assigns, with option of prior redemption at any time with no penalty or premium, on the Maturity Date identified above, so much of the Principal Amount identified above that is advanced to it, as indicated in the Schedule of Advances and Redemptions attached to this Note, together with interest on the unpaid Principal Amount at the Interest Rate per annum identified above, from the dates advances are made until the Principal Amount has been fully paid, such interest being payable upon retirement of this Note and computed on the basis of a 360-day year for the number of days actually elapsed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the office of the County Manager, Cherokee County, Georgia, 1130 Bluffs Parkway, Suite 310, Canton, Georgia 30114, upon presentation and surrender of this Note.

This Note is one of an issue aggregating not to exceed \$1,314,000 in principal amount, authorized by Resolution duly adopted by the Board of Commissioners of Cherokee County (the "Governing Body") on the 3rd day of January 2012, and in accordance with Article IX, Section V, Paragraph V of the Constitution of the State of Georgia of 1983 and Section 36-80-2 of the Official Code of Georgia Annotated, as amended, for the purpose of obtaining a temporary loan to pay expenses of Cherokee County, Georgia (the "County") in calendar year 2012.

This Note is issued in anticipation of the collection of taxes levied or to be levied for the calendar year 2012. The aggregate amount of all such Notes does not exceed 75% of the total gross income from taxes collected by the County in calendar year 2011 and does not exceed, together with other contracts, notes, warrants, and obligations of the County for current expenses in calendar year 2012, the total anticipated revenues of the County for calendar year 2012.

This Note is issuable only in registered form without coupons in the denomination of \$100,000 or any integral multiple of \$100 in excess thereof. The registered owner of this Note may, if not prohibited by law, surrender the same (together with a written instrument of transfer satisfactory to the County duly executed by the registered owner or its attorney duly authorized in writing) in exchange for an equal aggregate principal amount of Notes of the same interest rate and maturity and of any other authorized denominations. This Note is transferable by the registered owner in person or by the owner's attorney duly authorized in writing at the office of the County set forth above, upon surrender of this Note accompanied by a duly executed instrument of transfer, in form and with guarantee of signature satisfactory to the County, and upon payment of any governmental charges or taxes incident to such transfer. Upon any such transfer, a new Note or Notes in the same aggregate principal amount and of the same interest rate and maturity and in authorized denominations will be issued to the transferee. The County may deem and treat the person in whose name this Note is registered as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payment of, or on account of, the principal of and interest due on this Note and for all other purposes, and the County shall not be affected by any notice to the contrary.

All borrowings evidenced by this Note and all redemptions of this Note, including the date and amount of each advance and the date and amount of each redemption, shall be endorsed by the registered owner of this Note on the Schedule of Advances and Redemptions attached to this Note; provided, however, that any failure by the registered owner of this Note to endorse such information on such Schedule shall not in any manner affect the obligation of the County to make payments of principal and interest in accordance with the terms of this Note. The County hereby irrevocably authorizes and directs the registered owner of this Note to enter on the Schedule of Advances and Redemptions the date and amount of each advance and the date and amount of each redemption under this Note.

It is hereby certified, recited, and declared that all acts, conditions, and things required by law to be done precedent to and in the issuance of this Note have been properly done, have happened, and have been performed in the manner required by the Constitution and statutes of the State of Georgia relating thereto; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the County will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest thereon; and that this Note, together with all other indebtedness of the County, is within every debt or other limit provided by the Constitution and statutes of the State of Georgia.

IN WITNESS WHEREOF, Cherokee County, Georgia, acting by and through its Governing Body, has caused this Note to be executed in its name by the manual signature of the Chairman of the Board of Commissioners of the County, attested by the manual signature of the Clerk of the Board of Commissioners of the County, and the official seal of the County to be impressed hereon, all as of the Date of Original Issue set forth above.

CHEROKEE COUNTY, GEORGIA

(SEAL)

By: _____
Chairman, Board of Commissioners
of Cherokee County, Georgia

Attest:

Clerk, Board of Commissioners
of Cherokee County, Georgia

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned, _____, hereby sells, assigns, and transfers unto _____ (Tax Identification or Social Security No. _____) the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution (such as banks, stockbrokers, savings and loan associations, and credit unions) with membership in an approved Signature Guarantee Medallion Program pursuant to S.E.C. Rule 17Ad-15.

NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

[END OF FORM OF NOTE]

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that for the purpose of paying the principal of and interest on the Notes as the same become due and payable, there is hereby levied an ad valorem tax upon all property subject to taxation within the territorial limits of the County, to the extent necessary to produce moneys in an amount sufficient, together with any other funds of the County lawfully available for such purpose, to provide for the payment of the principal of and interest on the Notes, which moneys are hereby irrevocably pledged and appropriated to the payment of the principal of and interest on the Notes at their maturity. It is expressly provided, however, that nothing herein contained shall be construed as preventing the County from paying the principal of and interest on the Notes from any other funds lawfully available to it for such purpose.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that the Chairman or the Vice Chairman of the Board of Commissioners of the County and the Clerk or the Deputy Clerk of the Board of Commissioners of the County are hereby authorized and directed to execute, for and on behalf of the County, a certification, based upon facts, estimates, and circumstances as to the reasonable expectations regarding the amount, expenditure, and use of the proceeds derived from the sale of the Notes, as well as such other documents as may be necessary or desirable in connection with the issuance and delivery of the Notes.

BE IT FURTHER RESOLVED by the authority aforesaid, and it is hereby resolved by authority of the same, that all resolutions, if any, in conflict with this Resolution be and the same are hereby repealed.

CHEROKEE COUNTY, GEORGIA

(SEAL)

By: _____
Chairman, Board of Commissioners
of Cherokee County, Georgia

Attest:

Clerk, Board of Commissioners
of Cherokee County, Georgia

COUNTY CLERK'S CERTIFICATE

I, **CHRISTY BLACK**, Clerk of the Board of Commissioners of Cherokee County, Georgia (the "County"), **DO HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the resolution adopted by the Board of Commissioners of the County at an open public meeting duly called and lawfully assembled at 6:00 p.m., on the 3rd day of January 2012, in connection with the authorization of not to exceed \$1,314,000 in aggregate principal amount of Cherokee County, Georgia Tax Anticipation Notes, the original of such resolution being duly recorded in the Minute Book of the County, which Minute Book is in my custody and control.

I do hereby certify that the following members of the Board of Commissioners were present at such meeting:

Leavitt B. Ahrens, Jr.
Karen Bosch
James E. Hubbard
Harry B. Johnston
Jason Nelms

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye ____ Nay ____.

WITNESS my hand and the seal of Cherokee County, Georgia this the 3rd day of January 2012.

(SEAL)

Clerk, Board of Commissioners
of Cherokee County, Georgia

Christy Black

From: Pollock, Ken <kbpollock@mckennalong.com>
Sent: Thursday, December 29, 2011 11:26 AM
To: Christy Black
Cc: Janelle M. Funk; Jeff Mitchell; Coppock, Rita
Subject: RE: Cherokee County, Ga.--2012 Tax Anticipation Notes
Attachments: ATLANTA-#5352940-v1-Authorizing_Resolution_(2012)___12_Cherokee_TANs.DOC

Christy, attached is the final version of the resolution. We will be sending you 4 hard copies of the resolution for execution after adoption. We'll be sending those out to you today by FedEx for your receipt tomorrow. After getting them executed, you should keep one for the Board's minute book and provide the other 3 to Jeff Mitchell when he comes on Wed. morning with the closing documents. The adoption of the resolution is the only action that the BOC needs to take—there's no need for a second approval on the closing documents. Thanks, Ken

Kenneth B. Pollock | Partner
McKenna Long & Aldridge LLP
303 Peachtree Street | Suite 5300 Atlanta, Ga 30308
Tel: 404.527.4043 | Fax: 404.527.4198
kbpollock@mckennalong.com

 Please consider the environment before printing this e-mail.

From: Christy Black [<mailto:cblack@cherokeega.com>]
Sent: Wednesday, December 28, 2011 8:47 PM
To: Pollock, Ken
Subject: RE: Cherokee County, Ga.--2012 Tax Anticipation Notes

Ken, is there a revised version of the resolution to use for the Jan. 3 BOC meeting? Also, I'm preparing the agenda now and wondered how you usually see the BOC approval – as one approval for the resolution or do a second approval of the closing memorandum/closing docs?

Thanks for your help.

Christy Black
County Clerk | Executive Assistant
Cherokee County Board of Commissioners
1130 Bluffs Parkway, Canton, GA 30114
Office: 678-493-6000 | Fax: 678-493-6013

From: Pollock, Ken [<mailto:kbpollock@mckennalong.com>]
Sent: Monday, December 19, 2011 6:39 PM
To: Jerry Cooper; Christy Black; Janelle M. Funk; Steve Holcomb; Jeff Mitchell
Subject: Cherokee County, Ga.--2012 Tax Anticipation Notes

Attached are drafts of (1) the Resolution for adoption by the Board of Commissioners of Cherokee County on January 3, 2012 authorizing the 2012 TANs (this resolution includes the form of the Note), and (2) the Closing Memorandum, with attached closing index and closing documents, providing for closing and funding of the TANs on January 4, 2012. Please let me know if you have any questions or comments on these documents. Once we have everyone's sign off, we will prepare the final execution copies of all documents and arrange for delivery of the documents in advance of the Board of Commissioners meeting and the closing. Thanks, Ken

Kenneth B. Pollock | Partner
McKenna Long & Aldridge LLP
303 Peachtree Street | Suite 5300 Atlanta, Ga 30308

Tel: 404.527.4043 | Fax: 404.527.4198

kbpollock@mckennalong.com

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