

**CHEROKEE COUNTY  
BOARD OF COMMISSIONERS**

**Work Session**

**September 18, 2012**

**3:00 p.m.**

**Cherokee Hall**

**AGENDA**

1. Discussion of Regular Agenda Items.

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Executive Session to Follow

# **AGENDA**

## **Cherokee County Board of Commissioners**

**September 18, 2012**

**REGULAR MEETING**

**CHEROKEE HALL 6:00 P.M.**

### **INVOCATION**

### **CALL TO ORDER**

**CHAIRMAN AHRENS**

### **RATIFY CLOSURE OF EXECUTIVE SESSION**

### **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"*

### **PRESENTATIONS**

None Scheduled.

### **AMENDMENTS TO AGENDA**

### **ANNOUNCEMENTS**

#### **1. ELECTRONICS RECYCLING DAY SATURDAY OCTOBER 13, 2012**

9:00 a.m. – 1:00 p.m. at Cherokee Administrative Building  
1130 Bluffs Parkway, Canton, GA 30114

## **2. Voting Dates, Times & Locations**

### **Oct. 15 – Oct 26**

8:30-5:00 (M-F)

Cherokee County Elections Office

400 E. Main Street

Canton, GA 30114

Open to ALL Cherokee County registered voters!

(one location ONLY)

### **Oct. 27**

8:30-4:00 (Saturday)

Cherokee County Elections Office

400 E. Main Street, Canton, GA 30114

Ball Ground Public Library

435 Old Canton Rd., Ball Ground, GA 30107

Hickory Flat Public Library

2740 East Cherokee Dr., Canton, GA 30115

Rose Creek Public Library

4476 Towne Lake Parkway, Woodstock, GA 30189

Woodstock Public Library

7735 Main Street, Woodstock, GA 30188

Open to ALL Cherokee County registered voters!

(Five locations)

### **Oct. 29 – Nov. 2**

8:30–7:00 (M-F)

Open to ALL Cherokee County registered voters!

All Five locations – see addresses above.

Nov. 5 (Monday) NO VOTING

### **Nov. 6**

ELECTION DAY 7:00–7:00 (Tuesday)

All county precincts are open ELECTION DAY

You must vote at your assigned precinct.

Check your voter precinct card or call the Elections office at 770-479-0407 for your polling location.

## **APPROVAL OF EXECUTIVE SESSION MINUTES FROM SEPTEMBER 4, 2012.**

As distributed by the County Manager.

## **APPROVAL OF WORK SESSION MINUTES FROM SEPTEMBER 4, 2012.**

**APPROVAL OF REGULAR MEETING MINUTES FROM SEPTEMBER 4, 2012.**

**PUBLIC HEARING**

None Scheduled.

**PUBLIC COMMENT**

**ZONING CASES**

None Scheduled.

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**COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

- A. Consideration of resolution in response to Grand Jury Recommendations.
- B. Consideration of resolution to define Board of Commissioners policy[ies] regarding proposed HOST referendum.

**COMMISSION POST 1**

**HARRY B. JOHNSTON**

**COMMISSION POST 2**

**JIM HUBBARD**

**VICE CHAIR/COMMISSION POST 3**

**KAREN BOSCH**

**COMMISSION POST 4**

**JASON NELMS**

## **CONSENT AGENDA**

- 1.1 Consider approval to set a public hearing for October 16, 2012 to consider a revision to Article 7, Section 7-15c related to zoning requirements of private and parochial schools.
  - 1.2 Consider approval of budget amendment to increase the Fire District Fund to accept insurance recovery monies in the amount of \$1,264.92 for repairs.
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## **COUNTY MANAGER**

- 2.1 Consider approval to purchase a hydraulic thumb attachment for the Komatsu PC220 Track-hoe from **Tractor & Equipment Company** for the Roads & Bridges Department in the amount of **\$11,594.12**.
- 2.2 Consider adoption of a resolution to establish the Animal Service Fee Schedule for the Cherokee County Animal Shelter in order to off-set the cost of animal care.
- 2.3 Consider approval to award the construction contract to the lowest responsible bidder, **CABLIK Enterprises, LLC**, for Fire/ES Training Center for a total amount of **\$3,084,812.00** which includes the base bid proposal sum plus acceptance of ADD alternatives. A separate contingency amount of \$150,000.00 is requested, bringing the total to **\$3,234,812.00**. Also, requesting approval of change order for design/engineering services to **POND & Company** for a lump sum of **\$40,000.00**.
- 2.4 Consider approval of an addendum to extend the partnership agreement with Cherokee County Saddle Club for construction and maintenance of Horse & Hiking Trails at Garland Mountain for an additional five (5) years which will expire on September 30, 2017.
- 2.5 Consider approval of a new Professional Services Agreement with Sparkling Clean of Georgia for janitorial services to include the addition of two facilities and the extra square footage of the Renovated Senior Center for a total amount of \$532,992.00.

2.6 Consider approval to purchase fourteen (14) new patrol vehicles for the Cherokee County **Sheriff's Office** from Brannen Motor Company and Hardy Chevrolet in the total amount **\$395,193.00.**

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**COUNTY ATTORNEY**

**ADJOURN**

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**CHEROKEE COUNTY**  
**BOARD OF COMMISSIONERS**

**Work Session**

**September 4, 2012**

**3:00 p.m.**

**Cherokee Hall**

**MINUTES**

The Chairman began at **3:07 p.m.** with all members of the Board present.

**1. Financial presentation on HOST and July YTD Results by Janelle Funk.**

Janelle Funk began by explaining that the presentation was meant to be an overview for residents in order to inform them of the true impact of the HOST before they went to the polls. She asked the Board for feedback. She said a tax payer might ask if this is going to give the county government more tax dollars and the answer is no, it is dollar neutral. She said instead of collecting \$35 from property taxes, the county would collect \$30M in in sales taxes and \$5M in property taxes, so the total the County would be collecting is still \$35M. She added that basically when homeowners go the polls in November, they have two options; to continue paying M&O taxes or to vote to implement a HOST and spread the tax among all purchasers in Cherokee County.

Commissioner Bosch said that it was worth mentioning that in this economy, this would be one less tax to worry about that could cause a homeowner to lose their home. She also said the presentation should note the huge impact this would have on senior citizens who are already exempt from the school tax. The Chairman added that escrow accounts could be reduced as well as shown in the example that Ms. Funk gave if the homeowner's taxes were reduced 20%.

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Commissioner Johnston stated that in the interest of showing both sides, he wanted to point out that the average homeowner who itemizes their federal income taxes would lose a little bit of the tax deduction on that tax.

Ms. Funk then explained that the HOST is a 1% sales tax that would increase Cherokee County from 6% to 7% if approved. The additional sales taxes would reduce M&O homeowner property taxes. By law 80% of the collected sales taxes are required to be used to reduce homeowner property taxes. The Board of Commissioners is considering a resolution to require that 100% of these sales taxes be used for reducing homeowner property taxes. Only Cherokee County property owners pay property taxes. Sales Tax is paid by everyone making purchases in Cherokee County. Therefore, the HOST sales tax option would reduce the burden on property owners and spread among all purchasers living in and visiting Cherokee County. She also went over the timeline of collection of the sales tax if approved on the November 6, 2012 ballot. The new 1% sales tax would be effective April 1, 2013. HB 108 instructs the County to calculate a full year's collection to compute the credit. The first full calendar year would be 1/1/2014 to 12/31/2014. Therefore according to state law, homeowners would see a HOST credit on their property tax bill due 12/20/2015.

She said that a full analysis is underway to estimate how the Board of Commissioners could utilize 2012 sales tax collections to reduce the burden on homeowners soon. The Chairman added that it definitely can be done; it's just a matter of how to do it.

Ms. Funk then went over the financials, stating that most funds are exactly where they should be and that some funds were actually better than originally projected. She added that one fund that saw an increase is Workers' Compensation. She said that at this point in 2011 there were 81 claims and to date in 2012 there are 96 claims. She pointed out that Law Enforcement and Fire contributed to the increase. Commissioner Hubbard asked if she could break down the claims to compare number of claims to number of employees. He said that obviously the more employees a department has, the more injuries they will have. Commissioners Nelms agreed with breaking down the numbers and commented that those two agencies have a tough job and that they never know what they may be getting into when they get out of the truck or out of the car.

Janelle then discussed EMS billing, that billing costs were up but collections are down. More discussion ensued regarding ADP and billing issues. Commissioner Bosch asked if Chief Prather would speak about some of the billing issues since Chief West was not available. Chief Prather said that from some of what he's seen that Medicare seems to be holding up billing, either by claiming they haven't received a bill or by denying the claim. He also said that he heard that Pickens County had been experiencing the same issues with Medicare. He said that ADP is working to have one representative for Fire so that they will be able to speak to the same person each time and hopefully get the issue

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resolved. Commissioner Bosch commented that maybe putting the service out to bid would motivate them to get the issue resolved.

The Chairman said that some things need to be decided regarding HOST. He said that on Sunday at 4:00 p.m. Senator Rogers and Clint Mueller will be speaking at Latimer Hall in Woodstock. He said that he will be out of the country but that Jerry Cooper would be attending. He said that information sessions would be held on September 25 at 8:00 a.m. in Cherokee Hall and on October 3 at 6:00 p.m. at the Woodstock Chambers on Main Street. He said that he would also be speaking that October 3 morning at the Chamber Breakfast where plenty of business owners would be in attendance.

He said they also needed to decide if they were going to have a citizen group that are not really a part of them to help carry the message and if that committee should raise funds or just outreach through Homeowner Associations and that type of thing. Commissioner Nelms commented that speaking at Civic events would be helpful and that he had spoken at the Optimist Club already. He said that maybe a group of about five to seven citizens in the County could hold Town Hall meetings to give the public as much information as possible. Commissioner Bosch said that she thought the group should include bank presidents and others that would really understand what it could mean to residents. Commissioner Hubbard said that he liked the idea of signs that say Vote for HOST but that the Board couldn't do that, it would have to be citizens. Commissioner Johnston said that he'd like to think the facts will sell HOST, but that there may be some opposition and that maybe the committee should have the potential to raise funds to help balance any opposition.

## **2. Discussion of Regular Agenda Items.**

The Chairman asked Commissioner Johnston if he had anything he wanted to discuss regarding the Canton Parks reply letter. He said that he basically just wanted to give them the reply they were asking for, confirming their Park Bond allocation.

### **Discussion on Grand Jury Presentments:**

Chairman Ahrens read through the thirteen recommendations from the Grand Jury.

Recommendation 1: The Grand Jury recommends that a full and complete forensic audit be conducted to review all financial operations associated with Ball Ground Recycling and the Board of Commissioners/RRDA concerning the issuance of bonds for the building and operation of Ball Ground Recycling. The principle reason for this request is to provide

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any and all applicable law enforcement agencies with the facts to determine if any violations of the criminal or civil law may have occurred. We further request that as a part of said forensic audit that a current realistic market value of the facilities and equipment at Ball Ground Recycling be determined.

Commissioner Johnston commented that maybe a forensic auditor should be hired. Commissioner Bosch asked how more information would they really be able to get because that has been the problem all along. He said an expert would probably be able to get more than the Board could alone. Angie Davis added that a forensic audit is only as good as the information received, and we are already aggressively pursuing discovery. Commissioner Bosch asked about the possibility of the District Attorney asking for some of the available information. Angie Davis said that that was another concept, the criminal process. She said they had always embraced the Grand Jury involvement because they have subpoena powers that the Board just does not have.

Commissioner Johnston said that from what he's hearing, they would welcome such an audit and that we don't need to hire anyone before we finish this deposition from Mr. Bobo late this month. He asked if we have option to hiring somebody to sit with the Grand Jury with an attempt to analyze the information as it came in to determine what was missing. Angie Davis said they would probably be pretty good at determining that without our input.

Chairman Ahrens said that a lot the recommendations had to do with the County ever doing this again and that it could be skipped because we do not intend to do that again. The Chairman said in fact they wanted to have it required at the state level to take measures through the delegation and Attorney General to prohibit a county or other government to back bonds for private groups.

Recommendation 2: The Grand Jury further recommends that any future consideration of a bond initiative between the Cherokee County Board of Commissioners in their capacity as the Cherokee County Resource Recovery Development Authority and a private for profit entity be subject to public referendum prior to the issuance of any further bonds.

Recommendation 3: The Grand Jury further recommends that the future issuance of publicly backed bonds by the Cherokee County Resource Recovery Development Authority be monitored for compliance by a qualified professional subject to the

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Cherokee County Board of Commissioners. This simply means boots on the ground watching and monitoring what is being paid for by the tax payers of Cherokee County.

Recommendation 4: The Grand Jury further recommends that the Cherokee County Resource Recovery Development Authority be expanded to consist of a number of non-elected private persons in a number equal to or greater than the number of elected County Commissioners serving on said Authority.

The Chairman said that legislation called for five members on a RRDA Board. Discussion ensued about who would remain on the RRDA Board and who would step down for a citizen to be appointed. The Chairman said he did not have a problem with the majority of the five being non-elected.

Recommendation 5: The Grand Jury further recommends that any agreement voted on and signed by the members of the Cherokee County Resource Recovery Development Authority include a signed acknowledgement that each Authority member has personally read and understands any agreement he/she is signing and thereby obligating the tax payers of Cherokee County to honor.

Recommendation 6: The Grand Jury further recommends that any future bond initiative by the Cherokee County Resource Recovery Development Authority and a private for profit entity require that private for profit entity and its owners to pledge its assets and a performance bond as a condition of any indebtedness for which the tax payers of Cherokee County are obligated. The tax payers should not be required to pay for the bad business decisions of the Authority and its business partners.

Recommendation 7: The Grand Jury further recommends that any further bond issuances by the Cherokee County Resource Recovery Development Authority for the acquisition of land, buildings, and equipment contain repayment terms matching the useful life of the underlying assets, not to exceed thirty years. Further, any lease with a for profit entity operating and benefiting from the bond issuance should have lease terms of no less than the bond repayment terms.

Recommendation 8: The Grand Jury further recommends that in the event that the Cherokee County Resource Recovery Development Authority issues further bonds, that the entities with which the Authority contract be required to open for public bid any and all projects and work to be performed under the bond. Said bids are to be reviewed by the Cherokee County Manager under the same terms and conditions as any and all

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bidding procedures currently then in use by Cherokee County at the time of the performance of said work.

Recommendation 9: The Grand Jury further recommends in the event that the Cherokee County Resource Recovery Development Authority issues further bonds, and in the event that a third party is required to make payments to satisfy said bonds, that such payments be made to Cherokee County who will then pay the lender.

Recommendation 10: The Grand Jury further recommends that the citizens of Cherokee County be more diligent and vocal in reviewing and commenting on the proposed actions of our local government. At no time during the bonding process at a Commissioners' meeting, at a meeting of the Resource Recovery Development Authority or at public hearings did any local resident object. It was not until Ball Ground Recycling defaulted and the tax payers of Cherokee County began paying the monthly bond debt that our local citizens, including the Grand Jurors, complained.

Commissioner Johnston commented that the Grand Jury found that the Board had given plenty of opportunities for public input and that no one ever spoke out. He said that if they had, that might have made them step back and look a little bit harder.

Recommendation 11: The Grand Jury further recommends that the Cherokee County Board of Commissioners and the Cherokee County Resource Recovery Development Authority pursue all legal options as the law may allow to enforce the terms of the lease and recover any amounts due from Ball Ground Recycling, Mr. Bobo, and his affiliate companies.

The Chairman made reference to a February 28, 2011 communication to EPD about the closure of the landfill and he read a few lines related to not recovering clean-up costs. To sum it up, we ended up with two or three additional soccer fields as a result of the material left. Commissioner Johnston said that although he does not dispute the Grand Jury's finding, they had not looked at this as closely as the Commissioners had and did not have as clear an understanding of the problem with identifying who left what materials.

Recommendation 12: The Grand Jury further recommends that the Cherokee County Board of Commissioners pursue all legal options available under the terms of any and all leases and agreements with Cherokee Recycling, LLC for the Blalock Road location operated by Mr. Bobo in order to recover the clean-up costs incurred by Cherokee County.

Recommendation 13: The Grand Jury finally recommends that the next Grand Jury and subsequent Grand Juries continue this investigation until such time as all the above recommendations have been followed.

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Commissioner Nelms asked if they could suggest that future Grand Juries subpoena documentation to past operators who may or may not have done things they shouldn't have. Angie David said that we could note it in this resolution but that she understood that that had been difficult to establish previously. She said again that we could certainly note it as it was part of our rationale.

Commissioner Bosch said that she wants to have the costs involved included in the resolution above and beyond the Grand Jury recommendations. She said that she wanted a tally of the costs incurred versus what we actually gain. She said that that needs to be as public as anything else.

Angie Davis added that there is also the issue of statute of limitations and that there is no likelihood of recovering in the event we do file a claim on any operator who was found guilty of wrong-doing some 25-years ago. The Chairman reminded Angie Davis that the Sheriff's Office and the DA's office had looked into the matter and determined that there was nothing to pursue criminally.

Angie Davis said that she recommended the Chairman make a motion at the regular meeting to direct the County Attorney to prepare a Resolution for presentation at the next Board of Commissioners' meeting that would advise as to the Board's intentions to act in connection with the Grand Jury's recommendations and/or advice as to actions that have already been taken consistent with the Grand Jury's recommendations.

The Chairman asked Mr. Cooper in the interest of time, was there anything in his section that needed to be discussed in Work Session. Mr. Cooper briefly went over item 12 which is a budget amendment and he wanted to make the Commissioners aware that we were not over budget anywhere, that adjustments were being made to correct entries according to the auditors. He gave the example of the Park Bond amendment where the County had identified it as a reduction in expense and according to the auditors it was actually a revenue.

- Consider approval of budget amendment to correct 2012 budget for unforeseen costs and transfers to budgets from originally planned items in the total amount of **\$1,080,415.00**. (General Fund - \$355,862.00; DUI Court Fund - \$38,140.00; Jail Fund - \$151,539.00; Parks Bond Fund - \$108,000; Insurance Premium Fund - \$339,065.00; SPLOST V Fund – (2,701,391.00); SPLOST 2012 Fund - \$2,362,326.00; RRDA Fund - \$304,374.00; Debt Service Fund - \$1,500.00; EMS Fund - \$72,000.00; Fleet Fund - \$49,000.00.

The Chairman commented that this is just a housekeeping measure and the good news is that we are actually under budget.

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The Chairman asked if there was anything else. Hearing none, Commissioner Hubbard made a motion to adjourn to Executive Session at 5:13 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**

**September 4, 2012    REGULAR MEETING    CHEROKEE HALL    6:00 P.M.**

### **INVOCATION**

Reverend Eynon with Woodstock Christian Church gave the invocation.

### **CALL TO ORDER**

### **CHAIRMAN AHRENS**

Chairman Ahrens called the regular meeting to order at 6:27 p.m. Those present include Commissioner Harry B. Johnston; Commissioner Jim Hubbard; Vice Chair/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.

### **RATIFY CLOSURE OF EXECUTIVE SESSION**

Chairman Ahrens called for the motion to ratify closure of Executive Session at 6:22 p.m. Commissioner Hubbard made a motion to approve; Commissioner Johnston seconded and there was unanimous approval.

### **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"***

Angie Davis led the Pledge of Allegiance.

### **PRESENTATIONS**

None Scheduled.

### **PROCLAMATION**

Proclaiming **September 7, 2012** as "Lois Gay" day in Cherokee County in honor of her 100<sup>th</sup> Birthday. Ms. Gay is a life-long Cherokee County Resident.

Gene Rampley and Virginia Peardon, two of Ms. Gay's children, accepted the proclamation.

## **AMENDMENTS TO AGENDA**

1. Under Chairman Ahrens' section, add Ethics Board Vacancy.
2. Under Announcements, add dates for early voting.

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

## **ANNOUNCEMENTS**

### **Amendment 1: Early voting dates:**

#### **Oct. 15 – Oct 26**

8:30-5:00 (M-F)  
Cherokee County Elections Office  
400 E. Main Street  
Canton, GA 30114  
Open to ALL Cherokee County registered voters!  
(one location ONLY)

#### **Oct. 27**

8:30-4:00 (Saturday)  
Cherokee County Elections Office  
400 E. Main Street, Canton, GA 30114  
Ball Ground Public Library  
435 Old Canton Rd., Ball Ground, GA 30107  
Hickory Flat Public Library  
2740 East Cherokee Dr., Canton, GA 30115  
Rose Creek Public Library  
4476 Towne Lake Parkway, Woodstock, GA 30189  
Woodstock Public Library  
7735 Main Street, Woodstock, GA 30188  
Open to ALL Cherokee County registered voters!  
(Five locations)

#### **Oct. 29 – Nov. 2**

8:30-7:00 (M-F)  
Cherokee County Elections Office  
Ball Ground Public Library  
Hickory Flat Public Library  
Rose Creek Public Library  
Woodstock Public Library

Open to ALL Cherokee County registered voters!  
(Five locations – see addresses above)

**Nov. 5 (Monday) NO VOTING**

**Nov. 6**

ELECTION DAY 7:00–7:00 (Tuesday)

All county precincts are open ELECTION DAY

You must vote at your assigned precinct.

Call the Elections office for any questions at 770-479-0407.

1. The Cherokee County Roads and Bridges Department announces **that East Rope Mill Road will be closed** at its intersection with Old State Route 5 (Holly Springs Pkwy) and at Rope Mill Pkwy (Rope Mill Business Park) for road reconstruction **beginning Tuesday September 4, 2012 at 7:30** am until Friday September 14, 2012 at 5:30 pm. A message board regarding the closure will be in place.

Questions regarding the road closure should be directed to the Roads and Bridges Department at 770-345-5842.

**2. ELECTRONICS RECYCLING DAY SATURDAY OCTOBER 13, 2012**

9:00 a.m. – 1:00 p.m. at Cherokee Administrative Building  
1130 Bluffs Parkway, Canton, GA 30114

Commissioner Hubbard announced the Electronic Recycling Day, going over the different types of electronics that would be accepted that day. (Flyers were available at the table outside Cherokee Hall).

**3. Drive-by Flu Shot Clinic / Cherokee County Health Department**

**Tuesday, September 11, 7:30 a.m. – 6 p.m.**

Woodstock Health Center, 7545 North Main Street, Woodstock GA, 30188

The regular seasonal flu vaccine is \$20 and the high dose flu shot is \$50 (for ages 65 and older). At the Drive-by Flu Shot Clinics, the health departments are accepting cash, checks, Medicare and Medicaid as well as State Cigna and State United Healthcare Insurances. For more information call **(770) 928-0133**.

**APPROVAL OF EXECUTIVE SESSION MINUTES FROM AUGUST 21, 2012**

As distributed by the County Manager.

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

**APPROVAL OF WORK SESSION MINUTES FROM AUGUST 21, 2012.**

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

**APPROVAL OF REGULAR MEETING MINUTES FROM AUGUST 21, 2012.**

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

**PUBLIC HEARING**

None Scheduled.

**PUBLIC COMMENT**

1. Carolyn Cosby signed up to speak about the Grand Jury Recommendations.
2. John Hiland signed up to speak about the Grand Jury Recommendations.

**ZONING CASES**

None Scheduled.

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**COMMISSION BUSINESS**

**CHAIRMAN**

**L. B. AHRENS**

**Amendment 2:** Chairman Ahrens stated that on behalf of the Board of Ethics he was making a public request for recommendations to fill the remaining term of Sheila Auffrey.

A. Discussion of HOST Planning and Details.

Chairman Ahrens asked Janelle Funk to briefly go over the slide presentation made on the HOST (Homestead Option Sales Tax) during Work Session.

She began by explaining that the HOST is a 1% sales tax that would increase Cherokee County from 6% to 7% if approved. The additional sales taxes would reduce M&O homeowner property taxes. By law 80% of the collected sales taxes are required to be used to reduce homeowner property taxes. The Board of Commissioners is considering a resolution to require that 100% of these sales taxes be used for reducing homeowner property taxes. Only Cherokee County property owners pay property taxes. Sales Tax is paid by everyone making purchases in Cherokee County. Therefore, the HOST sales tax option would reduce the burden on property owners and spread among all purchasers living in and visiting Cherokee County. She also went over the timeline of collection of the sales tax if approved on the November 6, 2012 ballot. The new 1% sales tax would **be effective April 1, 2013. HB 108 instructs the County to calculate a full year's** collection to compute the credit. The first full calendar year would be 1/1/2014 to 12/31/2014. Therefore according to state law, homeowners would see a HOST credit on their property tax bill due 12/20/2015.

The Board then discussed different options to allow utilizing the 2013 sales taxes to reduce the burden on homeowners sooner.

The Chairman asked for volunteers to form a committee to help share information related **to HOST to groups such as HOA's, Faith**-based events, etc.

A gentleman from the audience asked for clarification on the exemption on property having more than five acres. It was explained that full exemption was applied to five acres and the remaining acreage would be put into the non-residential pool. He asked who set the over/under five acres calculations and the Chairman replied that it was state law.

**Another gentleman from the audience said that he'd like to point out that property taxes** were tax-deductible.

B. Discussion of Grand Jury Recommendations.

Chairman Ahrens read through the thirteen recommendations from the Grand Jury related to the Resource Recovery Development Authority, issuance of bonds and Ball Ground Recycling. He stated that a lengthy discussion on each item was held during Work Session which is why the regular meeting called to order late.

Commissioner Johnston commented that the Board from the very beginning welcomed **the Grand Jury's recommendations. He said in fact it has allowed** doors to open for obtaining information that were not available to them previously.

Chairman Ahrens made a motion to direct the County Attorney to prepare a Resolution for presentation at the next Board of Commissioners' meeting that would advise as to the Board's intentions to act in connection with the Grand Jury's recommendations and/or advise as to actions that have already been taken consistent with the Grand Jury's recommendations. Commissioner Bosch seconded and there was unanimous approval.

## **COMMISSION POST 1**

## **HARRY B. JOHNSTON**

### A. Discussion / Budget Breakdown for Canton Parks Projects.

Commissioner Johnston referenced a letter received from the City of Canton, formally requesting the County to commit to the established allocation of Parks Bond Funds in the amount of \$3,144,238.00. He then gave a breakdown of Canton's Park Project, outlining the changes made to achieve the best outcome on the joint park project at the Etowah River, including the Killian parcel adjacent to Kenny Askew Park and other additional features as follows:

- Revised base plan for the park and additional features such as playground equipment and the bridge to Heritage Park.
- The HDR architectural/engineering re-design fees initially estimated at \$60,000 but now estimated at \$119,620 are to be paid from the above amount.
- The original HDR design fee of \$275,000 plus \$71,000 for the trails to Boling Park have been separately budgeted and paid. They do not need to come out of the \$3,144,238. Design fees of \$135,380 for the Killian site are also outside and in addition to that amount.
- A railroad crossing budget of \$50,000 is in addition to the \$3,144,238 figure. However, any difference in the actual cost to build that crossing would come from (or be credited to) the \$3,144,238 budget figure.
- A construction contingency of \$136,782 is outside and in addition to the \$3,144,238 figure.

Commissioner Johnston made a motion to authorize a letter of reply, confirming the commitment as discussed; Commissioner Hubbard seconded and there was unanimous approval.

**COMMISSION POST 2**

**JIM HUBBARD**

**VICE CHAIR/COMMISSION POST 3**

**KAREN BOSCH**

**COMMISSION POST 4**

**JASON NELMS**

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**CONSENT AGENDA**

- 1.1 Consider approval of budget amendment for District Attorney's Office in the amount of \$3,000.00 to Training.
- 1.2 Consider approval of budget amendment for **CATS Fixed Route FY2012** to accept additional fuel allocation funds in the amount of **\$19,467.00**.
- 1.3 Consider approval to submit continuation application for STOP VAWA Criminal Justice System Improvement **(CJSI) Grant** for federal award amount of **\$80,000.00** for 2013. Match of \$26,666.00 is satisfied with existing personnel- no county funds required.

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

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**COUNTY MANAGER**

- 2.1 Consider award of trucking services contract to low bidder **Johnny Chastain Construction** of Ball Ground in the amount of **\$52.50 per hour per truck**. Other bidders were; Little Dog Hauling of Dawsonville - \$54.00 per hour per truck, Double "O" Hauling of Braselton – No bid.

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

- 2.2 Consider approval of Supplemental Agreement Number 1 from **NJ Wilbanks Contracting Company, Inc.**, for the additional costs associated with bridge

construction on the Commerce Boulevard – Phase 2 project in the amount of **\$155,760.79** to be paid by Northside Hospital.

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

2.3 Consider approval **of FY 2013 GDOT contract** in the amount of **\$540,045.00** for operating expenses associated with the CATS 5311 Rural Public Transportation Project.

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

2.4 Consider approval of budget amendment to accept **Hazard Mitigation Grant** for Cherokee County Emergency Management in the total amount of **\$23,507.00** for the purchase and distribution of 500 weather radios. The total amount includes a local share of \$3,526.00 which is funded through Emergency Management staff **salary as 'in-kind match'**.

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

2.5 Consider approval to award three (3) separate Professional Services Agreements to the lowest responsible proposers to provide master planning, design and engineering, and bid/award and construction administration services for the following Park Projects:

1. **ForeSite Group** in the amount of **\$110,780.00** for **Holly Springs Park**.
2. **Ross Consulting Engineers** in the amount of **\$183,950.00** for **Cherokee Mills** and Other Park Renovations.
3. **Lose & Associates** in the amount of **\$271,165.00** for **Hobgood Park Phase 2/Next** and other Park Renovations.

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

2.6 Consider approval to award property, casualty and liability insurance contract to **One Beacon**, through Insurance Office of America (IOA), for premium amount of **\$673,439.00**.

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

- 2.7 Consider acceptance of State Properties Commission proposal to pay \$700,000.00 toward the cost of the law enforcement shoot house and firing range rather than contribute toward the cost of the law enforcement training classroom building. The funds provided by the State are contingent upon the transfer of property to the state for the location of the shoot house and firing range mutually acceptable to both parties. Also, requesting BOC authorize the issuance of a notice to proceed to the contractor for construction of the law enforcement training facility.

Chief West who was in the audience was asked if the Sheriff's Office was in agreement to proposal and he replied that they were.

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

- 2.8 Consider approval to accept the **Bureau of Justice (BJA) Grant** three-year award for grant cycle October 1, 2012 to September 30, 2015 for a total amount of **\$350,000.00** to implement Adult Drug Accountability Court and create three county positions. Match in the amount of \$116,667.00 will come from DATE funds/ If DATE funding is not available positions will be eliminated. BOC approved BJA Grant application on February 21, 2012.

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

- 2.9 Consider approval of Grant application to request funding from Georgia Criminal Justice Coordinating Council/Accountability Court Funding Committee FY 2013 in the amount of **\$200,000.00** to support implementation of Adult Drug Accountability Court for Superior Court. No Match required.

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

- 2.10 Consider acceptance of proposals and approval of contracts for officiating for Cherokee Youth Basketball (CYB) with **Cherokee County Officials Association** (CCOA) and **North Georgia Amateur Umpire Association** (NGAUA) for a total amount not to exceed **\$127,200.00** each for the upcoming CYB League. (Officials/\$21 per game and Clock Keeper/\$10 per game, total maximum per game of \$53 calculated at two officials and one clock keeper for approximately 2,400 games.)

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

2.11 Consider acceptance of proposals and approval of contracts for lowest responsible bidder **Chandler Graphics** for uniforms for the upcoming Cherokee Youth Basketball Season for a unit cost of **\$23.38 per uniform** of jersey, shorts and screen printing. Two other proposals were received by out of state vendors and were deemed non-responsive because one was received past the deadline and the other did not submit a complete proposal.

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

2.12 Consider approval of budget amendment to correct 2012 budget for unforeseen costs and transfers to budgets from originally planned items in the total amount of **\$1,080,415.00**. (General Fund - \$355,862.00; DUI Court Fund - \$38,140.00; Jail Fund - \$151,539.00; Parks Bond Fund - \$108,000; Insurance Premium Fund - \$339,065.00; SPLOST V Fund - (2,701,391.00); SPLOST 2012 Fund - \$2,362,326.00; RRDA Fund - \$304,374.00; Debt Service Fund - \$1,500.00; EMS Fund - \$72,000.00; Fleet Fund - \$49,000.00.)

Commissioner Johnston made a motion to approve; Commissioner Hubbard seconded and there was unanimous approval. The Chairman commented that this was basically a book keeping measure and that they were actually under 2012 budget.

2.13 Consider approval to purchase a replacement John Deere skid-steer loader for Roads & Bridges Department from **Flint Equipment Company** in the amount of \$32,988.70 plus a 60 month powertrain and hydraulics warranty in the amount \$2,037.00 for a total amount of **\$35,025.70**; Three other bids were received; Border Equipment for Case Loader at \$32,087.00, United for a John Deere at \$38,500.00 and Bobcat of Atlanta for a Bobcat at \$32,482.54. Roads & Bridges currently has two other John Deere skid-steer loaders and R & B staff and Fleet Maintenance are familiar with minor servicing needs of John Deere Equipment, therefore the recommendation is to purchase the John Deere skid-steer.

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

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**COUNTY ATTORNEY**

## **ADJOURN**

The Chairman asked if there was any further business. Hearing none, Commissioner Hubbard made the motion to adjourn at 7:48 p.m.; Commissioner Johnston seconded and the motion received unanimous approval.

CHEROKEE COUNTY

STATE OF GEORGIA

GRAND JURY PRESENTMENTS

TO: The Honorable Frank C. Mills, III  
Chief Judge, Superior Court  
Cherokee County, Georgia

The Honorable N. Jackson Harris  
Judge, Superior Court  
Cherokee County, Georgia

The Honorable Ellen McElyea  
Judge, Superior Court  
Cherokee County, Georgia

FILED IN OFFICE  
CLERK OF SUPERIOR COURT  
CHEROKEE COUNTY, GA  
2012 AUG 23 AM 11:14  
PATTY BAKER, CLERK

We, the members of this Grand Jury, chosen and sworn to serve the May 2012 term of the Superior Court of Cherokee County, hereby submit the following report and recommendations.

We, the May 2012 Grand Jury, heard 222 indictments and returned 222 true bills and 0 no bills.

PRESENTMENT 1

We, the May 2012 Grand Jury, would like to recognize and sincerely thank the Cherokee County District Attorney's Office, Garry T. Moss, Shannon Wallace and each of the Assistant District Attorneys for their service and commitment to Cherokee County.

PRESENTMENT 2

We, the May 2012 Grand Jury, would also like to thank Superior Court Chief Bailiff Jane Johnson and Bailiff Johnny Champion for their assistance.

PRESENTMENT 3

We the May 2012 Grand Jury, would like to express our gratitude to Sheriff Roger Garrison, Major Karen Johnson and Captain Hill for the tour and inspection of the Cherokee County Adult Detention Center.

We realize that the inspection was on short notice. However, we found the presentation of the facility was beyond our expectations, to be clean, well-lighted and in good working order.

The staff was very welcoming of our tour and we appreciate the time that they took from their busy schedule to accommodate us.

We thank them for what they do every day not only to protect, serve and keep safe the citizens of Cherokee County, but to maintain a high level of responsibility for the inmates of Cherokee County as well.

#### PRESENTMENT NO 4

In an interim presentment, the Grand Jury created a committee to investigate and inquire into the formation of the Cherokee County Resource Recovery Development Authority, its issuance of revenue bonds to acquire and construct Ball Ground Recycling and the costs for the cleanup of land currently being used as a youth soccer complex on Blalock Road.

In regards to this matter, the Grand Jury makes the following findings and recommendations:

#### Findings

For many years Cherokee County operated a landfill at Blalock Road. The Board of Commissioners closed the landfill in October of 1993 and created a trash transfer station at the site. The Cherokee County Clean and Beautiful Commission entered into a lease with the Board of Commissioners in March of 1997 for a recycling center located on the Blalock Road site. The premises was to be used for recycling, composting, grinding, waste disposal and waste transfer. Eventually the terms of the lease were renegotiated so that the lease period was increased from January 1, 1998 to December 30, 2028. The final lease provided that the Clean and Beautiful Commission could not assign or sub-lease its interest in the lease without approval by the Board of Commissioners.

Mr. Jimmy Bobo was in the business of recycling construction debris at a location on Highway 92. That business expanded when Mr. Bobo entered into a lease with Cherokee Clean and Beautiful for a debris grinding operation on the Blalock Road site. There were numerous complaints and threats of legal action by the area residents. The Board of Commissioners was under the belief that they could not remove Mr. Bobo's grinding operation from the Blalock Road site without breaking the lease signed by Cherokee Clean and Beautiful. There were also numerous complaints from local residents concerning the other grinding operation Mr. Bobo operated at the Highway 92 site. The Commissioners sought a way to move the Bobo grinding operations from both the Blalock Road and Highway 92 locations.

In May of 2000, Bobo proposed that the Commissioners should relocate his grinding operations to a more rural site and issue revenue bonds to purchase and build such a facility. On June 18, 2002 the Commissioners and Keep Cherokee Beautiful entered into

an agreement whereby Keep Cherokee Beautiful relinquished and released control of the recycling center at Blalock Road.

On February 15, 2005 the Commissioners and Bobo agreed that over the following two years that Bobo would cease operations at the Blalock Road site and move to another location in Cherokee County. The agreement included a provision that Cherokee County would act as a guarantor to induce the sale of bonds to facilitate the acquisition, development and relocation of Bobo's grinding business.

The Cherokee County Development Authority was approached for the purposes of issuing a bond for the development of a grinding operation for Bobo. They declined.

On April 4, 2006, the Cherokee County Planning Commission approved a request by BG Land, a Bobo company, for the rezoning of almost 49 acres of land from LI to HI for a wood recycling company located on Ball Ground Highway.

On November 7, 2006, the Board of Commissioners adopted a resolution creating the Cherokee County Resource Recovery Development Authority pursuant to O.C.G.A. 36-63-5. Membership of the new Development Authority consisted of the same persons then serving as Cherokee County Commissioners. During a special called meeting of the RRDA on November 28, 2006, the Authority approved a resolution to issue revenue bonds in the amount of \$15,000,000 for the development of what became known as Ball Ground Recycling. On June 17, 2007, another resolution was adopted increasing the final bond amount to \$18,200,000.

Two RRDA bonds were validated during a hearing in Superior Court on September 18, 2007. The bond closing was conducted on October 5, 2007.

There was at least one public hearing concerning the issuance of the bonds and numerous public meetings of the RRDA. There is no record of any opposition from the public.

Under the terms of the lease agreement between the RRDA and Ball Ground Recycling, Bobo was not required to pledge any personal assets or to make a performance bond. The bond indebtedness was guaranteed with tax revenues from the citizens of Cherokee County. Bobo was to sell the land he purchased in Ball Ground to the RRDA at no profit. The bond was to be repaid in monthly installments of \$100,000 for thirty years. Ball Ground Recycling was to pay the monthly installment for its lease payment directly to the Bank of New York. After repayment in full, the property and operation would be owned by Bobo. Ball Ground Recycling was authorized to build the facility in the manner that Bobo desired and to install all necessary equipment as Bobo deemed necessary.

Bobo managed the entire project including the hiring of all contractors and subcontractors. He did much of the site preparation and construction through his own companies. Bobo was to be reimbursed for expenses by requesting a series of draws from the Bank of New York as approved by the County Manager. There was no requirement that bids would be solicited prior to work being done.

Bobo supplied all the documentation to support the draws which were approved for payment by the County Manager. The first draw, the largest of fourteen draws, was in the amount of over \$4,000,000. This first draw included the reimbursement of the cost of the land for the project to Bobo. Bobo supplied the figures without supporting closing documents to establish the actual cost of the land. The Commissioners still do not know the actual amount Bobo paid for the land and have never received any supporting documents showing the cost of the land to Bobo. The Commissioners in their capacity as a Board and as the members of the RRDA did not hire or contract with anyone to oversee the development of the site. All decisions as to the construction of Ball Ground Recycling were left to Bobo.

Upon construction of the project, Bobo vacated the Blalock Road facility. He was to remove all debris generated by his business and grass the area.

The Board of Commissioners began the building of a soccer complex on the Blalock Road property. The Environment Protection Division halted the project until a large amount of construction debris was removed. The Board had to pay almost \$700,000 to remove the debris/mulch before completion of the soccer complex. The Board has attempted to make Bobo repay it for the removal of debris/mulch. To date he has not.

In early 2011, the Bank of New York informed the Board of Commissioners/ RRDA that Ball Ground Recycling had not made seven of the monthly installments of \$100,000. On May 18, 2012, the Board of Commissioners and the RRDA provided written notice to Ball Ground Recycling that the lease would automatically terminate on May 28, 2012, unless all monies due under the lease were paid. Ball Ground Recycling is in default on its obligation to make the monthly installments as its rent for the facility. On May 25, 2012, Ball Ground Recycling filed bankruptcy. An automatic stay was ordered by the Bankruptcy Court, preventing the Board of Commissioners/RRDA from removing Bobo from the property. On June 29, 2012, the stay was modified. Bobo was ordered to cease operations and vacate the property. Cherokee County is currently repaying and remains responsible for repaying the entire bond debt.

The Commissioners/RRDA are hopeful of finding a company to take over the recycling facility. However, they do not believe that rent for such will equal more than half the monthly installment of \$100,000 for which the citizens of Cherokee County are now obligated.

The Grand Jury makes the following recommendations:

#### Recommendations

Recommendation 1: The Grand Jury recommends that a full and complete forensic audit be conducted to review all financial operations associated with Ball Ground Recycling and the Board of Commissioners/RRDA concerning the issuance of bonds for the building and operation of Ball Ground Recycling. The principle reason for this request is

to provide any and all applicable law enforcement agencies with the facts to determine if any violations of the criminal or civil law may have occurred. We further request that as a part of said forensic audit that a current realistic market value of the facilities and equipment at Ball Ground Recycling be determined.

Recommendation 2: The Grand Jury further recommends that any future consideration of a bond initiative between the Cherokee County Board of Commissioners in their capacity as the Cherokee County Resource Recovery Development Authority and a private for profit entity be subject to public referendum prior to the issuance of any further bonds.

Recommendation 3: The Grand Jury further recommends that the future issuance of publicly backed bonds by the Cherokee County Resource Recovery Development Authority be monitored for compliance by a qualified professional subject to the Cherokee County Board of Commissioners. This simply means boots on the ground watching and monitoring what is being paid for by the tax payers of Cherokee County.

Recommendation 4: The Grand Jury further recommends that the Cherokee County Resource Recovery Development Authority be expanded to consist of a number of non-elected private persons in a number equal to or greater than the number of elected County Commissioners serving on said Authority.

Recommendation 5: The Grand Jury further recommends that any agreement voted on and signed by the members of the Cherokee County Resource Recovery Development Authority include a signed acknowledgement that each Authority member has personally read and understands any agreement he/she is signing and thereby obligating the tax payers of Cherokee County to honor.

Recommendation 6: The Grand Jury further recommends that any future bond initiative by the Cherokee County Resource Recovery Development Authority and a private for profit entity require that private for profit entity and its owners to pledge its assets and a performance bond as a condition of any indebtedness for which the tax payers of Cherokee County are obligated. The tax payers should not be required to pay for the bad business decisions of the Authority and its business partners.

Recommendation 7: The Grand Jury further recommends that any further bond issuances by the Cherokee County Resource Recovery Development Authority for the acquisition of land, buildings, and equipment contain repayment terms matching the useful life of the underlying assets, not to exceed thirty years. Further, any lease with a for profit entity operating and benefiting from the bond issuance should have lease terms of no less than the bond repayment terms.

Recommendation 8: The Grand Jury further recommends that in the event that the Cherokee County Resource Recovery Development Authority issues further bonds, that the entities with which the Authority contract be required to open for public bid any and all projects and work to be performed under the bond. Said bids are to be reviewed by the Cherokee County Manager under the same terms and conditions as any and all

bidding procedures currently then in use by Cherokee County at the time of the performance of said work.

Recommendation 9: The Grand Jury further recommends in the event that the Cherokee County Resource Recovery Development Authority issues further bonds, and in the event that a third party is required to make payments to satisfy said bonds, that such payments be made to Cherokee County who will then pay the lender.

Recommendation 10: The Grand Jury further recommends that the citizens of Cherokee County be more diligent and vocal in reviewing and commenting on the proposed actions of our local government. At no time during the bonding process at a Commissioners' meeting, at a meeting of the Resource Recovery Development Authority or at public hearings did any local resident object. It was not until Ball Ground Recycling defaulted and the tax payers of Cherokee County began paying the monthly bond debt that our local citizens, including the Grand Jurors, complained.

Recommendation 11: The Grand Jury further recommends that the Cherokee County Board of Commissioners and the Cherokee County Resource Recovery Development Authority pursue all legal options as the law may allow to enforce the terms of the lease and recover any amounts due from Ball Ground Recycling, Mr. Bobo, and his affiliate companies.

Recommendation 12: The Grand Jury further recommends that the Cherokee County Board of Commissioners pursue all legal options available under the terms of any and all leases and agreements with Cherokee Recycling, LLC for the Blalock Road location operated by Mr. Bobo in order to recover the clean-up costs incurred by Cherokee County.

Recommendation 13: The Grand Jury finally recommends that the next Grand Jury and subsequent Grand Juries continue this investigation until such time as all the above recommendations have been followed.

Respectfully submitted this 23<sup>rd</sup> day of August, 2012.

  
\_\_\_\_\_  
JAMES F. PAUL  
GRAND JURY FOREMAN

--DRAFT--

## **Resolution of the Cherokee County Board of Commissioners Use of HOST Proceeds**

**Whereas**, the Georgia Legislature, the Cherokee County Board of Commissioners and the Cherokee County Board of Elections have called a voter referendum on November 6, 2012 to consider implementation of a 1% Homestead Option Sales Tax (HOST) that would be implemented April 1, 2013, and

**Whereas**, after an initial transition period, at least 80% of the proceeds are required by state law to be used to roll back real property taxes, with first priority to real property that is receiving a homestead exemption, and

**Whereas**, state law allows up to 20% of HOST proceeds to be used for capital projects rather than for direct real property tax reduction, and

**Whereas**, state law does not require a real property tax offset based on HOST receipts in the initial partial year and first full calendar year of collections and does not allow a homestead-priority offset during those initial and first full years, but

**Whereas**, the Cherokee County Board of Commissioners wishes to apply 100% of every dollar of HOST proceeds to direct real property tax reduction, beginning at the earliest possible point,

**Now therefore, be it resolved and ordained, that:**

1. The current Cherokee County Board of Commissioners commits to use 100% of all HOST proceeds to directly offset real property taxes, with none used for capital projects so long as a SPLOST tax is in place for capital projects, and
2. The Cherokee County Board of Commissioners supports a change in state legislation to require that 100% of HOST proceeds be used for real property tax reduction when a SPLOST is already in place to address capital needs, and
3. Because without a change in state law, the current Cherokee County Board of Commissioners cannot legally bind future boards of commissioners, it asks future boards to consider the above commitment made to the taxpayers and voters in advance of the HOST referendum, and to continue to honor that commitment at least so long as a SPLOST remains in effect to fund capital projects, and
4. Although state law does not require real property tax offsets using HOST proceeds in the initial partial and full calendar years, the Cherokee County Board of Commissioners commits to directly offset real property taxes with 100% of HOST proceeds received through 30 days prior to the setting of annual real property tax millage rates beginning upon the implementation of the HOST tax, and

5. Based on state law, such real property tax offsets in the initial partial and first full years (2013 and 2014) will have to be allocated pro-rata across all classes of property, with homestead-first prioritization beginning in the second full year (2015).

STATE OF GEORGIA  
COUNTY OF CHEROKEE

CLERK OF SUPERIOR COURT  
CHEROKEE COUNTY, GA  
2012 AUG 23 AM 11:14  
PATTY BAKER, CLERK

ORDER

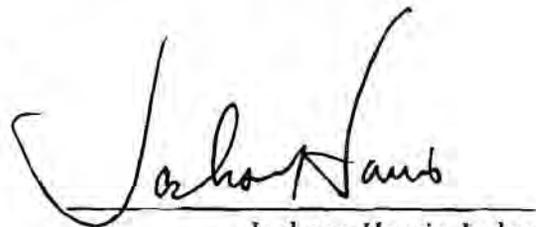
The within and foregoing Grand Jury Presentments having been read and considered, let the same be filed by the Clerk.

Further, a copy of the Grand Jury Presentments and this Order shall be provided to the Cherokee Tribune who will publish the presentments upon payment of the usual fees.

Finally, at the request of the Grand Jury, the District Attorney has agreed and this Court directs that copies of the presentments and this Order be provided to other local media outlets, the Cherokee LedgerNews and radio station WLJA.

So ORDERED this 29<sup>th</sup> day of August, 2012.

*or*



Jackson Harris, Judge  
Cherokee County Superior Court  
Blue Ridge Judicial Circuit

Cherokee County, Georgia  
Agenda Request

1.1

2.

SUBJECT: Proposed Change to Article 7, Section 7.7-15 c

MEETING DATE: September 18, 2012

SUBMITTED BY: Vicki Taylor Lee, AICP, Zoning Administrator

COMMISSION ACTION REQUESTED:

Request the Board of Commissioners set a public hearing for October 16, 2012 to consider a revision to Article 7, Section 7-15 c.

FACTS AND ISSUES:

Currently this section requires all private and parochial schools have 5 acres regardless of zoning district

BUDGET:

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

Budget Adjustment Necessary:

ADMINISTRATIVE RECOMMENDATION:

Staff recommends the public hearing be held on October 16, 2012 to consider and approve the change.

REVIEWED BY:

DEPARTMENT HEAD: \_\_\_\_\_

COUNTY ATTORNEY: \_\_\_\_\_

COUNTY MANAGER: \_\_\_\_\_

7.7-15 Educational Services (LBCS 6100)

- a. Group Day Care Homes are permitted within AG, R-80, R-60, R-40, R-30, R-20, R-15 districts with the following requirements:
  - (1) Group Day Care Homes must be licensed by the State of Georgia and meet all applicable requirements.
  - (2) All proposed locations for Group Day Care Homes must meet the minimum lot area requirements for the designated zoning district.
  - (3) A Group Day Care Home shall be located on an arterial, major or minor collector road.
  - (4) The Group Day Care Home shall retain the outward appearance of a single-family home.
  - (5) Outdoor loudspeakers shall not be permitted.
  - (6) All exterior play structures, such as swing sets, playground equipment, etc., shall be located at least fifty (50) feet from any side or rear property line. If a year-round vegetative screen is provided at 85% opacity the setback may be reduced to 25 feet.
  - (7) Off-street parking shall conform to the parking regulations as provided in Article 12.
- b. Commercial Day Care Centers are permitted within OI, NC, GC, CP and LI districts with the following requirements:
  - (1) Commercial Day Care Centers must be licensed by the State of Georgia and meet all applicable requirements.
  - (2) Commercial Day Care Centers shall be subject to the commercial development standards set forth in Article 7.5-3 and the Cherokee County Development Regulations.
  - (3) All exterior play structures, such as swing sets, playground equipment, etc., shall be located at least fifty (50) feet from any side or rear property line. If a year-round vegetative screen is provided at 85% opacity the setback may be reduced to 25 feet.
  - (4) Outdoor loudspeakers shall not be permitted.
- c. Private or Parochial Schools are permitted provided that:
  - (1) Such development shall have a minimum of five (5) acres in area **AG and all residential districts. Lot size in OI, CP, NC, and GC shall meet the minimum area for the district as shown in Table 7.1.**
  - (2) The main entrance of such development shall be on an arterial, major or minor collector road.
  - (3) A Private or Parochial School shall be subject to the commercial development standards set forth in Article 7.5-3 and the Cherokee County Development Regulations.
  - (4) A Commercial Day Care Center shall be allowed to be operated in conjunction with and as an integral part of a Private or Parochial School provided that the requirements set forth in Article 7.7-15b are met.

- (5) A Private or Parochial School may be an accessory use to an existing or planned institution as long as the above conditions are met.

1.2

**Cherokee County, Georgia  
Agenda Request**

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**SUBJECT:** Insurance Payments

**MEETING DATE:** 9/18/2012

**SUBMITTED BY:** Chief Tim Prather, Cherokee Fire/EMS

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**COMMISSION ACTION REQUESTED:**

Authorize Budget Amendment for Fire Fund 270 to accept insurance recovery monies.

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**FACTS AND ISSUES:**

On May 18, 2012 a citizen hit Fire Asset# 814, Fleet ID# 1996-004 causing damage. Safeway Insurance Company has issued payment in the amount of \$1,264.92 to the County for the repairs.

A budget amendment is needed to increase the revenues and expenditures of the FY2012 Adopted Fire Fund 270 Budget.

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**BUDGET:**

Budgeted Amount:	\$0	Account Name:	Fire Fund -- Insurance Recovery
Amount Encumbered:	\$0	Account #:	27090-383000
Amount Spent to Date:	(\$5,836.30)		
Amount Requested:	(\$1,264.92)		
Remaining Budget	(\$7,101.22)		

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

Contract Approval Required: Yes  No

Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

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**ADMINISTRATIVE RECOMMENDATION:**

Approve Budget Amendment to accept \$1,264.92 in insurance recovery monies.

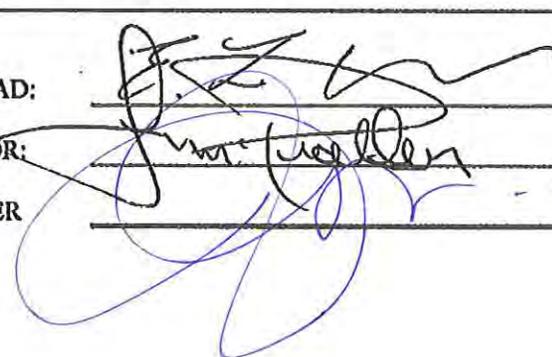
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**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_



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

**Instructions:**

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

**REVENUES:**

Department	Org Code	Object	Account Name	Amount
	27090	383000	Fire Fund - Insurance Recovery	1,264.92
				1,264.92

**EXPENDITURES:**

Department	Org Code	Object	Account Name	Amount
	23520000	522203	Vehicle Repair-Insurance Claims	1,264.92
				1,264.92

**PURPOSE OF TRANSFER/ AMENDMENT**

Asset# 814, Fleet ID# 1996-004, 1996 Ford F-350 was hit by a citizen; Safeway Insurance has issued payment for Claim No. #1036997-GA-PPCL, DOL: 5-18-2012  
 FY12 Adopted Fire Fund 270 revenues and expenditures need to be increased.

Department Head Approval: \_\_\_\_\_

*E. Z. [Signature]*

County Manager Approval: \_\_\_\_\_

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

9/18/2012

Printed: 08/22/12  
Print Seq: 2

CheckID 1365164

BatchID 36016

27090-383000

Send To:

ATTENTION: KRISTI THOMPSON  
1130 BLUFF PARKWAY  
CANTON, GA 30114

Check No	Check Date	Amount	Claim No	Invoice No	Coverage	Rep
64969	08/22/12	\$1,264.92	1036997-GA-PPCL		PD	36900

To The Order  
Of

CHEROKEE COUNTY BOARD OF COMMISSIONERS

AUTO PROPERTY DAMAGE 05/18/12  
at POWDER SPRINGS RD MARIETTA, GA

Should you have any questions please call 678-319-4425

F-350 Asset # 814

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

Safeway Insurance Company of Georgia CLAIM ACCOUNT

MB Financial Bank

Rosemead, IL 60018

Check No: 64969

Date: 08/22/12 36900

Claim No: 1036997-GA-PPCL

Pay To  
The Order  
Of:

CHEROKEE COUNTY BOARD OF COMMISSIONERS

Pay: ONE THOUSAND TWO HUNDRED AND SIXTY-FOUR AND 92/100

\$1,264.92

FOUR ONE FOUR 190 - 92 - FOUR FOUR AND 92/100

AUTO PROPERTY DAMAGE 05/18/12  
at POWDER SPRINGS RD MARIETTA, GA

02-0173/710

Ref No: 3058

Send  
To:

ATTENTION: KRISTI THOMPSON  
1130 BLUFF PARKWAY  
CANTON, GA 30114

*Amelia D. Egan*

This check must be presented within 60 days from date of issuance.

⑈64969⑈ ⑆071001737⑆ 301241700⑈

# Cherokee County, Georgia Agenda Request

SUBJECT: Purchase of Hydraulic Thumb Attachment  
For Roads & Bridges Department Track-hoe

MEETING DATE: September 18, 2012

SUBMITTED BY: Cliff Harden, Director, Roads & Bridges

COMMISSION ACTION REQUESTED:

Consider approval to purchase a hydraulic thumb attachment for the Roads & Bridges Department Komatsu PC220 Track-hoe from Tractor & Equipment Company in the amount of \$11,594.12.

FACTS AND ISSUES:

This request is to purchase a Hydraulic Thumb Attachment for the Roads & Bridges Komatsu PC220 Track-hoe.

Four (4) written quotations were received by the Roads & Bridges Department for the attachment. The quotations ranged from \$11,594.12 (low) to \$12,925.00 (high).

This attachment will be utilized for lifting logs and other debris that is generated during clearing operations on road improvement projects or for clearing down trees generated during severe weather events.

BUDGET:

Budgeted Amount:	\$50,000.00	Account Name: SPLOST - Machinery
Amount Encumbered:	\$35,025.70	Account #: 34214000 542100-50013
Amount Requested:	\$11,594.12	
Remaining Budget:	\$ 3,380.18	

Budget Adjustment Necessary: None required.

ADMINISTRATIVE RECOMMENDATION:

Approval to purchase a hydraulic thumb attachment for the Roads & Bridges Department Komatsu PC220 Track-hoe from Tractor & Equipment Company in the amount of \$11,594.12.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

Handwritten signatures in blue ink are present over the signature lines for Department Head, County Attorney, and County Manager. The signatures are cursive and somewhat overlapping.



## MISC. ESTIMATE

Quote Date: 9/7/2012

Expiration Date: 10/7/2012

Quote #:

---

Contact:	Scott Burson	TEC - Kennesaw
Email:	sburson@tractor-equipment.com	1355 Big Shanty Road
Phone:	678-331-3640	Kennesaw, GA 30144
Fax:	678-354-5577	

---

Attn.: Cliff Harden  
CHEROKEE COUNTY RDS & BRIDGES  
403 CHATTIN DR  
CANTON, GA 30115

---

Machine: KOMATSU PC220LC-8  
Serial #: A88268  
Stock #:  
SMR: 2579.0

---

Description	Part Number	Qty	Price	Extended
Labor Cost		1.00	\$1,600.00	\$1,600.00
Solasbee HYD Thumb	Thumb	1.00	\$5,440.90	\$5,440.90
Backing Plate	Plate	1.00	\$227.27	\$227.27
AUX Hydraulic Kit	Hyd Kit	1.00	\$4,326.95	\$4,326.95
				<u>\$11,594.12</u>

---

Parts Total:	\$9,994.12
Service Total:	\$1,600.00
Other Total:	\$0.00
Grand Total:	\$11,594.12

---



# Proposal

2804 Wyllys Rd Augusta,  
Ga 30909

Date 9/11/2012

Customer	Cherokee County Roads & Bridges	Salesman	
Address	403 Chattln Drive	Office Number	<i>Quincy McKin</i>
Address		Cell Number	404-632-1733
City, State, Zip	Canton, GA 30115		

Qty	Equipment	Serial Number	Sell Price
1	Hydraulic thumb, line kit, labor and freight to be installed on a Komatsu PC220LC-8 s/n: A88268		\$12,435.00
1	**Backing Plate for cylinder \$389.00**		

Trade In	Equipment	Serial number	Trade allowance
----------	-----------	---------------	-----------------

Grand Total	\$12,435.00
Sales Tax amount	
Total	\$12,435.00
Cash Down	
Grand Total	\$12,435.00

# **F** FLINT EQUIPMENT COMPANY

September 10, 2012 (updated September 11, 2012)

Mr. Cliff Harden, Director  
Cherokee County Roads and Bridges  
403 Chattin Drive  
Canton, GA 30114

Dear Cliff:

We are pleased to quote the following for your consideration:

(1) SOLESBEE SET-2.5 HYDRAULIC THUMB SET INSTALLED, PRICE \$12,600.00  
To be installed on a Komatsu PC220LC-8 Excavator , serial number A88268 at Flint's shop in Atlanta.

Cash Sale Price: \$12,600.00  
Sales/Excise Tax(es): 0.0  
Price Complete, FOB Our Yard: \$12,600.00

**OPTIONS;**

- A) Proportional controller ( allows precise speed movement control) \$540.00
- B) Backing plate \$313.00

We believe the equipment as quoted will exceed your expectations. On behalf of Flint Equipment Co., thank you for the opportunity to quote John Deere machinery.

Sincerely,

William E. Manley  
Territory Manager

'This proposal is good for 30 days'

Office:  
4500 Wendell Drive S. W.  
Atlanta, GA 30336  
Office: (404) 691-9445  
Fax: (404) 696-1170

Locations:  
Albany, Georgia  
Adairsville, Georgia  
Atlanta, Georgia  
Aynor, South Carolina  
Braselton, Georgia

Columbus, Georgia  
Cuthbert, Georgia  
Dothan, Alabama  
Grovetown, Georgia  
Macon, Georgia  
Perry, Florida

Simpsonville, South Carolina  
Tallahassee, Florida  
Troy, Alabama  
West Columbia, South Carolina  
  
A FlintCo Company

[www.flintequipco.com](http://www.flintequipco.com)



**JOHN DEERE**

# JCB of Georgia

2679 Barrett Lakes Blvd

Kennesaw GA. 30144

Pl: 678-594-5400 Fnx: 678-594-7868

September 11, 2012

Mr. Cliff Hardin,  
Cherokee County Roads & Bridges

Dear Mr. Hardin,

Here is the quote for the Solesbee's hydraulic thumb and installation you requested.

**Komatsu PC 220-8 (S/N A88268) Thumb to include:**

- Solesbee's Hydraulic Thumb Model SET 3H..... \$6,800.00
- Heavy walled custom fabricated steel tubing;
- Heavy duty steel tube clamp assemblies;
- 3/4" ID tubes/hoses;
- Pilot system components with electric joystick for actuation;
- Tubes, mounts and brackets black powder coated;
- Whip hoses included if Thumb make / model is provided at the time of order;
- Mounting brackets; Fittings and Hoses appropriately rated;
- Your cost on the kit: ..... \$4,525.00
- Installation of Thumb and Plumbing kit..... \$1,600.00

**Total of thumb, installation of kit and thumb.....\$12,925.00**

*- Option to use a proportional joystick (PJY) or hydraulic pedal valve (PD) then add: \$520.00 to kit.*

*Optional Backing plate and mounting add an additional \$425.00*

This quote assumes the availability of the factory installed spare valve / auxiliary valve with two genuine Komatsu port relief cartridges to set the circuit relief pressure.

Mobilization of equipment to and from our shop is to be provided by the customer.

Thank you for the opportunity to bid.  
Product Support Representative  
Robbie Binkley  
770-900-9455

2.2

**Cherokee County, Georgia  
Agenda Request**

---

SUBJECT: Establish Animal Service Fee Schedule

MEETING DATE: September 18, 2012

SUBMITTED BY: Chris Collett, Chief Marshal / E-911 Director

---

**COMMISSION ACTION REQUESTED:**

Consider adoption of a resolution to establish the Animal Service Fee Schedule for the Cherokee County Animal Shelter. (Resolution attached.)

---

**FACTS AND ISSUES:**

In order to off-set the cost of animal care, the following fee schedule represents a slight increase in fees collected by the Animal Shelter. Applying the proposed rates to 2011 statistics, the County could have generated approximately \$95,000 more in revenue. The extra revenue generated within the department will reduce the contribution of tax payer dollars allocated to the 2013 Animal Shelter budget.

	Current	Proposed
Adoption Fee – All Animals	\$ 75.00	\$ 100.00
Reclaim Fee – 1 <sup>st</sup> Offense	\$ 50.00	\$ 75.00
Reclaim Fee – 2 <sup>nd</sup> Offense	\$ 100.00	\$ 125.00
Reclaim Fee – 3 <sup>rd</sup> Offense	\$ 150.00	\$ 175.00
Rabies Voucher	\$ 25.00	\$ 30.00
Quarantine / Board Fee (Daily)	\$ 10.00	\$ 15.00
Owner Surrender Fee	\$ 0.00	\$ 25.00
Euthanasia Fee	\$ 50.00	\$ 50.00
Microchip	\$ 20.00	\$ 20.00

---

**BUDGET:**

Budgeted Amount:  
Amount Encumbered:  
Amount Spent to Date:  
Amount Requested:  
Remaining Budget

Account Name:  
Account #:

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

Contract Approval Required: Yes  No

Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

---

**ADMINISTRATIVE RECOMMENDATION:**

To adopt the resolution establishing the Animal Service Fee Schedule for the Cherokee County Animal Shelter.

---

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_



RESOLUTION 2012 - \_\_\_\_\_

**WHEREAS**, It shall be the duty of every owner or custodian of any animal to exercise reasonable care and take all necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from their animal's behavior;

**WHEREAS**, Cherokee County Government spends hundreds of thousands of tax payer dollars annually to care for or dispose of abandoned, public nuisance, diseased, and dangerous animals;

**WHEREAS**, the Cherokee County Board of Commissioners has determined that it is necessary to establish fees for Animal Services to off-set the cost of animal care and services;

**WHEREAS**, the County Marshal, or designee, is authorized to reduce or waive fees for special promotional events;

**NOW, THEREFORE, BE IT RESOLVED** by the Cherokee County Board of Commissioners, the following Animal Service Fee Schedule is hereby established:

DESCRIPTION	CURRENT	PROPOSED
ADOPTION FEE – ALL ANIMALS	\$ 75.00	\$ 100.00
RECLAIM FEE – 1 <sup>ST</sup> OFFENSE	\$ 50.00	\$ 75.00
RECLAIM FEE – 2 <sup>ND</sup> OFFENSE	\$ 100.00	\$ 125.00
RECLAIM FEE – 3 <sup>RD</sup> OFFENSE	\$ 150.00	\$ 175.00
RABIES VOUCHER	\$ 25.00	\$ 30.00
QUARANTINE/BOARDING FEE (Daily)	\$ 10.00	\$ 15.00
OWNER SURRENDER FEE	\$ 0.00	\$ 25.00
EUTHANASIA FEE	\$ 50.00	\$ 50.00
MICROCHIP*	\$ 20.00	\$ 20.00

\*Included in \$100 adoption fee, but may be applied in other circumstances as approved by the County Marshal

**ADOPTED BY THE CHEROKEE COUNTY BOARD OF COMMISSIONERS** on this 18<sup>th</sup> day of September, 2012.

**CHEROKEE COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
L.B. "Buzz" Ahrens, Chairman

**ATTEST:**

\_\_\_\_\_  
Christy Black, County Clerk

**Approved for Form and Legal Sufficiency:**

\_\_\_\_\_  
Angie Davis, County Attorney

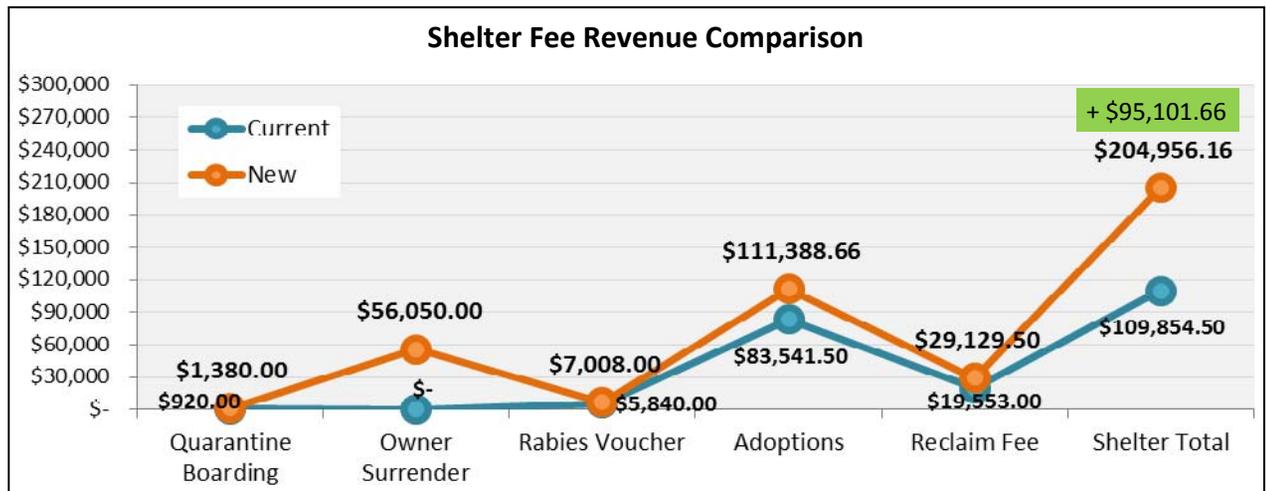
## Proposed Animal Shelter Fee Change Impact

	Quarantine Boarding		Owner Surrender		Rabies Voucher		Adoptions**		Reclaim Fees						Shelter
	Fee	2011 Total	Fee	2011 Total	Fee	2011 Total	Fee	2011 total	1st Offense		2nd Offense		3rd Offense		Total
<b>Current</b>	\$10	\$920	\$0	-	\$25	\$5,840	\$75	\$83,541	\$50	\$18,803	\$100	\$600	\$150	\$150	\$109,854
<b>New*</b>	\$15	\$1,380	\$25	\$56,050	\$30	\$7,008	\$100	\$111,388	\$75	\$28,204	\$125	\$750	\$175	\$175	\$204,956
<b>Difference</b>	\$5	+ \$460	\$25	+ \$56,505	\$5	+ 1,168	\$25	+ \$27,847	\$25	+ \$9,401	\$25	\$150	\$25	\$25	+ \$95,101

\*New 2011 totals are calculated using new fee amount with the same number of fees collected for 2011.

By slightly raising the fees collected by the Animal Shelter, we can expect to see an increase in revenue by approximately 87%. With fee increases ranging from just \$5.00 to \$25.00 more, we could have generated an extra \$95,101.66 in 2011.

\*\*In 2011, there were 1,568 adoptions, averaging \$53.28 per adoption from the \$83,541.50 generated in revenue. Average adoption amount is lower than set adoption fee due to special discounts and promotional events.



## Fees and Fines in Surrounding Counties Comparison

County	Quarantine Boarding	Owner Surrender	Rabies Voucher	Adoptions		Reclaim 1st Offense
				Dog	Cat	
Cherokee- Current	\$10	\$0	\$25	\$75	\$75	\$50
Cherokee- Proposed	\$15	\$25	\$30	\$100	\$100	\$75
Bartow	\$15		\$15	\$175	\$125	\$30
Cobb	\$ 10-15			\$110	\$110	\$50
DeKalb	\$15		\$15	\$87 M; \$92 F*	\$62 M; \$82 F	\$35 Alt; \$75 Un-Alt**
Floyd	\$15			\$40	\$35	\$35
Forsyth	\$14		\$15	\$85	\$85	
Fulton	\$12			\$85	\$65	\$30-\$100
Gordon	\$5			\$60	\$50	\$30
Gwinnett	\$10	\$25		\$90	\$90	\$35
Hall				\$70-\$100	\$70-\$100	

\*Male / Female

\*\* Altered / Un-altered

Cherokee County, Georgia  
Agenda Request

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**SUBJECT: Fire-ES Training Center**

**MEETING DATE: September 18, 2012**

**SUBMITTED BY: Eddie Robinson, Assistant Fire Chief, Chief of Training**

**COMMISSION ACTION REQUESTED:** Approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal, for the work of the project to CABLIK Enterprises, LLC, for award of the Base Bid Proposal sum, plus acceptance of ADD Alternates 3 & 4, in the total amount of \$3,084,812.00. A separate contingency amount of \$150,000.00 (to be controlled by Cherokee County Capital Projects and Fire-ES) is also requested, for a total requested amount of \$3,234,812.00.

Approval is also requested for a design/engineering (only) services change order to POND & Company, in the lump sum amount of \$40,000.00 for design and engineering (only) for the planned renovation and additions to the existing metal building located at the site. The remaining budget will be used for future phases of the project.

**FACTS AND ISSUES:** On July 20, 2012, Cherokee County RFP #2012-31 was issued by Cherokee County Procurement and posted to the County website. In accordance with procurement requirements of the County, on August 23, 2012, **three (3) bid proposals** were submitted to the County Procurement Department from interested bidders/contractors for construction of the proposed new Fire-ES Training Center, to be located on a 14.291 acre site, at 3985 Holly Springs Parkway, Holly Springs, Georgia, in Cherokee County. A tabulation of all bids received is attached. The architect for this project is POND & Company. All costs for the base bid and the two alternates were significantly under our proposed budgets for construction; therein providing the opportunity for design to proceed for the renovations and additions to the existing metal building, in preparations for a second construction bid about mid-2013.

To confirm project experience and qualifications for this important project for Cherokee County, references for CABLIK Enterprises, LLC, and their named subcontractors for cast-in-place concrete and masonry work were contacted to confirm prior similar project experience. All references contacted were positive in their discussions of experience and performance by these contractors.

To help in the management the estimated costs against the budget, four (4) ADD Alternates were included in the bidding documents. However, by Addendum No.1, Add Alternates One and Two were revised to be included in the base bid scope and cost of construction work. These alternates are: (1) Parking improvements at the front of the site; (2) Exterior Improvements to Existing Building; (3) Full Construction of the Apparatus Staging Building; and (4) Truck Turning Training Paved Area. Therefore, only Add alternates three and four are possible additions to the base bid cost and scope of construction work. As noted on the attached bid tabulation form, prices CABLIK Enterprises, LLC for ADD Alternate No. 3 was \$713,500.00, and for ADD Alternates No. 4 was \$102,312.00.

We also recommend and request approval of the unit prices for possible rock excavation and/or off-site haul-off. Construction work is scheduled to be complete in approximately 11 months, for an opening date of about October 2013.

Because the cost of this base bid work for the site work and for the new fire training tower and burn buildings, and the two alternates was significantly below the budgets, and because sufficient funds are available for renovations and additions to the existing metal building for new administration offices, we have requested and received a fee proposal from POND & Company for the design & engineering for this final phase of improvements for the Fire-ES Training center to provide the planned administration facilities. The **Design Only Services** fee proposed by POND & Company, in the amount of \$40,000.00 is

recommended for approval.

Pending completion of design and review/approval to proceed into bidding and construction, a separate, future recommendation (in the currently estimated/proposed amount of \$9,000.00) will be made regarding bid/award and construction administration services by Pond & Company renovations and additions to the existing metal building for new administration offices.

As noted below, finance and accounting have confirmed the availability and sources of funding.

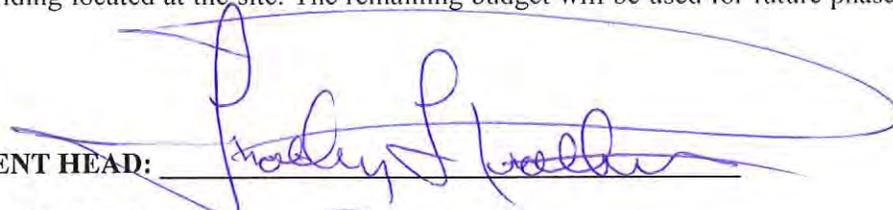
**BUDGET:**

Budgeted Amount:	\$3,903,976	<b>Account Name: Fire-ES Training</b>
Amount Encumbered:	\$ 287,100	<b>Account #: SPLOST V, PR#57410</b>
Amount Spent to Date:	\$ 230,003	<b>SPLOST VI, PR# 66200</b>
Amount Requested:	\$3,274,812	
Remaining Budget:	\$ 342,064	
Budget Adjustment Necessary:	\$ NONE	

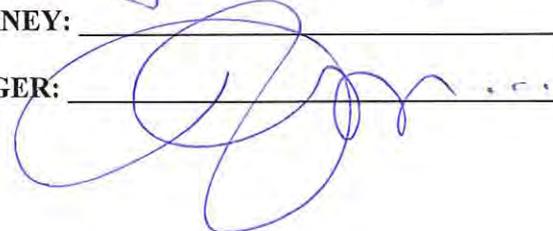
**ADMINISTRATIVE RECOMMENDATION:** Approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal, for the work of the project to CABLIK Enterprises, LLC, for award of the Base Bid Proposal sum, plus acceptance of ADD Alternates 3 & 4, in the total amount of \$3,084,812.00. A separate contingency amount of \$150,000.00 (to be controlled by Cherokee County Capital Projects and Fire-ES) is also requested, for a total requested amount of \$3,234,812.00. We also recommend and request approval of the unit prices for possible rock excavation and/or off-site haul-off.

Approval is also requested for a design/engineering (only) services change order to POND & Company, in the amount of \$40,000.00 for design and engineering (only) for the planned renovation and additions to the existing metal building located at the site. The remaining budget will be used for future phases of the project.

**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.

EXCEL CALCULATIONS

**PROJECT: FIRE-ES TRAINING CENTER**

**BID DATE:**

August 30, 2012

**BID TIME: 2:00 PM**

BIDDER/CONTRACTOR	BASE BID AMOUNT	ALTERNATE NO. 1: PARKING IMPROVEMENTS AT FRONT OF SITE	ALTERNATE NO. 2: EXTERIOR IMPROVEMENTS TO EXISTING BUILDING	ALTERNATE NO. 3: FULL CONSTRUCTION OF APPARATUS STAGING BUILDING	ALTERNATE NO. 4: TRUCK TURNING TRAINING PAVED AREA
	\$\$\$	PART OF BASE BID CONSTRUCTION SCOPE- DELTED BY ADDENDUM NO. 1	PART OF BASE BID CONSTRUCTION SCOPE- DELTED BY ADDENDUM NO. 1	\$\$\$	\$\$\$
CABLIK ENTERPRISES	\$ 2,269,000.00	\$ -	\$ -	\$ 713,500.00	\$ 102,312.00
HOGAN CONSTRUCTION	\$ 2,619,000.00	\$ -	\$ -	\$ 765,000.00	\$ 92,000.00
HEADLEYCONSTRUCTION	\$ 2,610,000.00	\$ -	\$ -	\$ 930,000.00	\$ 95,000.00
LOWEST NUMBER (EXCEL FORMULA)	\$ 2,269,000.00	\$ -	\$ -	\$ 713,500.00	\$ 92,000.00

# 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.

EXCEL CALCULATIONS

**PROJECT: FIRE-ES TRAINING CENTER**

**BID DATE: August 30, 2012**

**BID TIME: 2:00 PM**

BIDDER/CONTRACTOR	GRAND TOTAL: BASE + ALL ALTERNATES	GRAND TOTAL: BASE + ALTERNATE 1 ONLY	GRAND TOTAL: BASE + ALTERNATES 1 + 2 ONLY	GRAND TOTAL: BASE + ALTERNATES 1 + 2 + 4 ONLY	GRAND TOTAL: BASE + ALTERNATE 3 ONLY	???	????
	TOTAL PROJECT COST	BASE + PARKING IMPROVEMENTS AT FRONT	BASE + PARKING AT FRONT + EXTERIOR IMPROVEMENTS TO EXISTING BUILDING	BASE + PARKING + EXTERIOR IMPROVEMENTS + TRUCK PAVED AREA	BASE + APPARATUS STAGING BUILDING (ONLY)	OTHER	OTHER
CABLIK ENTERPRISES	\$ 3,084,812.00	\$ 2,269,000.00	\$ 2,269,000.00	\$ 2,371,312.00	\$ 2,982,500.00		
HOGAN CONSTRUCTION	\$ 3,476,000.00	\$ 2,619,000.00	\$ 2,619,000.00	\$ 2,711,000.00	\$ 3,384,000.00		
HEADLEYCONSTRUCTION	\$ 3,635,000.00	\$ 2,610,000.00	\$ 2,610,000.00	\$ 2,705,000.00	\$ 3,540,000.00		
LOWEST COMBINATION (EXCEL FORMULA)	\$ 3,084,812.00	\$ 2,269,000.00	\$ 2,269,000.00	\$ 2,371,312.00	\$ 2,982,500.00	\$ -	\$ -
	\$ 3,234,812.00						

# BID TABULATION FORM

CONFIRMATION BY CHEROKEE COUNTY OF ALL ATTACHMENTS AND OTHER SUPPORTING DOCUMENTATION.

THIS IS AN OPENING AND READING OF BIDS ONLY.

**PROJECT: FIRE-ES TRAINING CENTER**

BID DATE: August 30, 2012 BID TIME: 2:00 PM

BIDDER/CONTRACTOR	UNIT PRICE 1A: MASS ROCK	UNIT PRICE 1B: TRENCH ROCK	UNIT PRICE 2: OFF- SITE HAUL-OFF	UNIT PRICE				
NAME	PER CUBIC YARD	PER CUBIC YARD	PER CUBIC YARD	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$
CABLIK ENTERPRISES	\$ 24.00	\$ 65.00	\$ 20.00					
HOGAN CONSTRUCTION	\$ 32.00	\$ 75.00	\$ 35.00					
HEADLEYCONSTRUCTION	\$ 35.00	\$ 85.00	\$ 25.00					

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/FIRE-ES



September 10, 2012

Mr. Bill Echols  
Director of Capital Projects  
Cherokee County  
1130 Bluffs Parkway  
Canton, GA 301142

**Re: Additional Services Proposal – Design Services for Training Building Renovation  
Cherokee County Fire Training Center**

Dear Mr. Echols:

Pond & Company (Pond) is pleased to provide the following additional service proposal for A/E services for the renovation and addition of the existing building at the Cherokee County Fire-ES Training Center.

#### **PROPOSED SCOPE OF WORK**

Pond will complete bid documents for the renovation and addition to the existing building based on the design established in the schematic design report (see attached floor plan and elevation drawings). This proposed scope of work includes Construction Documents, Permitting, Bid phase assistance, and Construction Administration Services.

#### **ASSUMPTIONS & QUALIFICATIONS:**

- Fee proposed is based a construction budget of \$600,000 as provided by County.
- Three design review meetings (start of design, midpoint, and final review) at the Fire-ES Headquarters are included
- Construction Phase Services will be limited to one site visit per month plus rough-in and final punch list review by mechanical and electrical engineers.
- One cost estimate is included at final bid document completion.
- Site/civil design required for the addition only is included.
- No access control or security system is included.
- Only raceways and boxes will be provided for voice/data/AV systems.
- Construction duration is anticipated to be no longer than six months.

#### **DELIVERABLES**

Pond will provide owner review sets and final documents in accordance with the prime agreement.

Mr. Bill Echols  
September 10, 2012  
Page Two

**PROPOSED FEE**

The proposed fee for the services described is as follows:

A/E Fee – Design Phase Services	\$ 40,000.00
A/E Fee – Bid/Construction Phase Services	\$ 9,000.00
<hr/>	
<b>Total Proposed Lump Sum Fee</b>	<b>\$ 49,000.00</b>

Thank you for discussing this scope of work and approach. Per your request this project will be treated as a separate bid package. The reduced economy of scale for a project of this size causes the fee to budget ratio for the effort to be slightly higher as compared to the ratios in prime agreement.

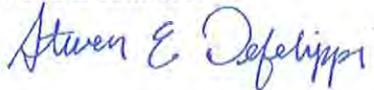
Pond assumes the same terms and conditions as the prime agreement will govern this work.

The Pond team is ready to begin this work immediately upon authorization.

As always, it is a pleasure for Pond & Company to continue to offer its services to Cherokee County. If we can answer any questions in regard to this proposal, please don't hesitate to call me at (678) 336-7740.

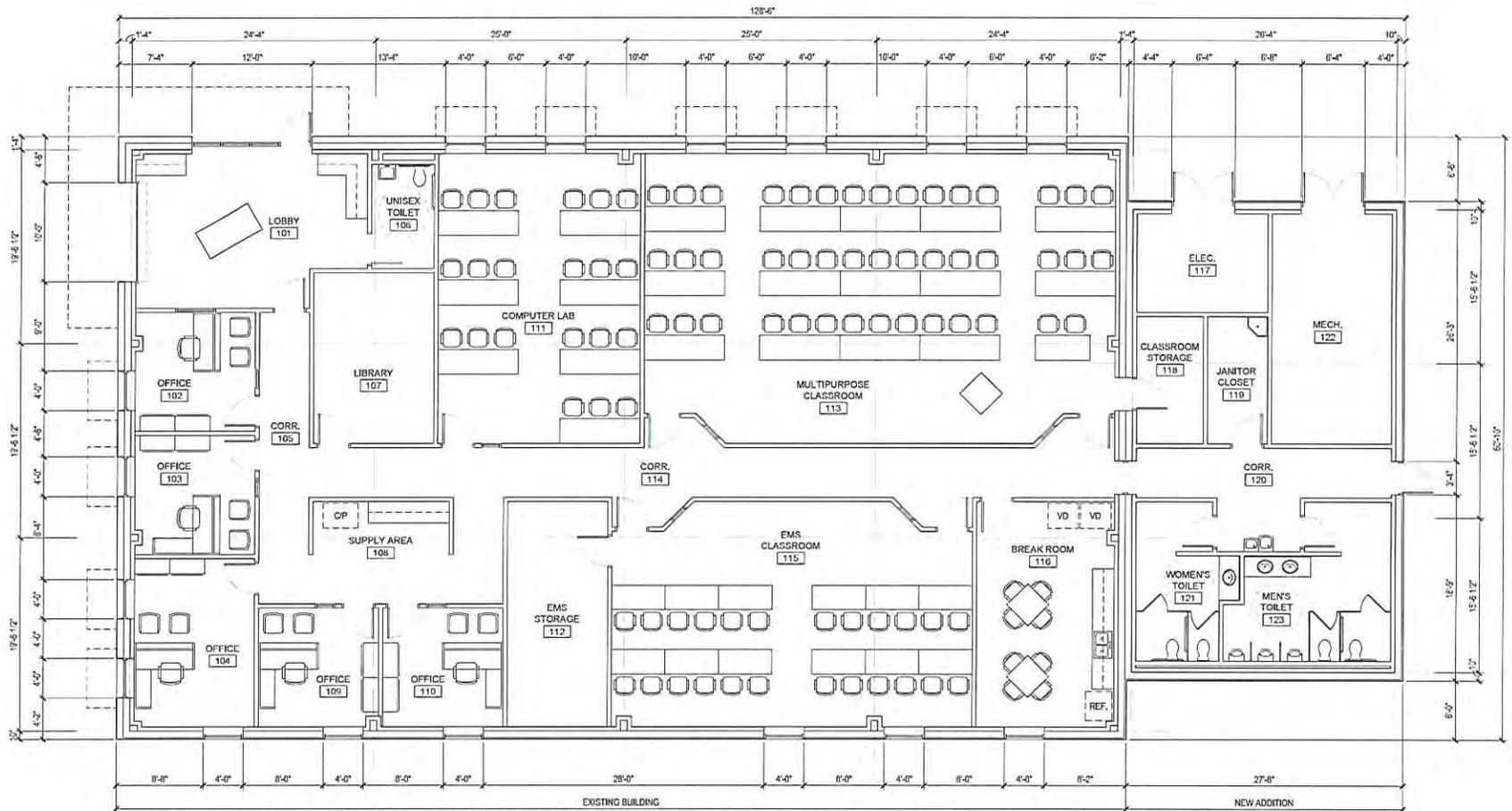
Sincerely,

**POND & COMPANY**



Steven E. Defelippi, AIA, LEED AP  
Senior Project Manager

Cc: Kip Stokes – Pond  
File



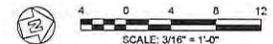
FLOOR PLAN  
SCALE: 3/16" = 1'-0"

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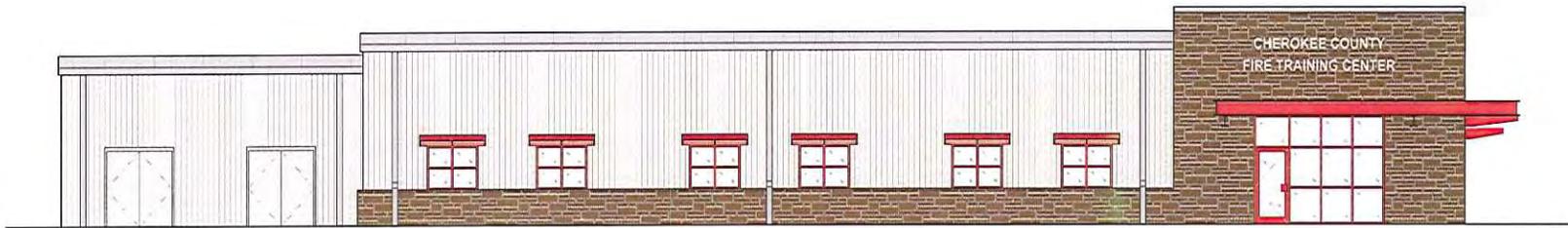


**ROSS**  
CONSULTING  
ENGINEERS, P.C.

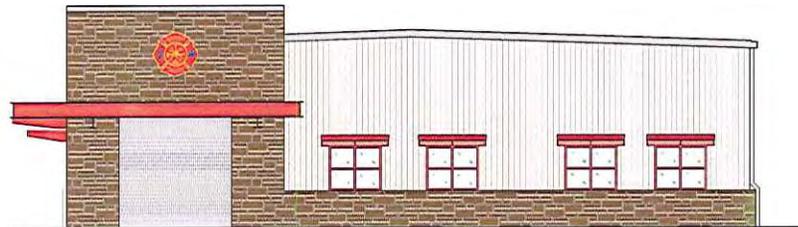
Fire Training Center  
Cherokee County, Georgia



Date: 03/21/2011  
Administration & Training Building - Proposed Floor Plan



WEST ELEVATION  
SCALE: 3/16" = 1'-0"



SOUTH ELEVATION  
SCALE: 3/16" = 1'-0"

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**POND**  
Architects • Engineers • Planners



**ROSS**  
CONSULTING  
ENGINEERS, P.C.

**Fire Training Center**  
Cherokee County, Georgia

Date: 03/24/2011  
Administration & Training Building - Proposed Elevations

Cherokee County, Georgia  
Agenda Request

2.4

**SUBJECT:** Extension of Partnership Agreement with Cherokee County Saddle Club  
**SUBMITTED BY:** Bryan Reynolds, CRPA Director

**MEETING DATE:** 9/18/12

**COMMISSION ACTION REQUESTED:**

Consideration of an Addendum to Extend the Partnership Agreement with Cherokee County Saddle Club for the Construction and Maintenance of Horse & Hiking Trails at Garland Mountain for an Additional Five Years

**FACTS AND ISSUES:**

In September 2007, Cherokee County entered into a partnership agreement with the Cherokee County Saddle Club for the construction and maintenance of public equestrian and hiking trails on 532 acres owned by the county in the northwest corner of Cherokee County near Garland Mountain.

Since that time, volunteers from the Cherokee County Saddle Club, alongside county parks employees, have constructed more than 10.5 miles of trails complete with a gravel parking lot, rustic restroom, pavilion, hitching posts and picnic spots along the trails. A volunteer work day is held on the second Saturday of each month. Over the last five years, the Saddle Club has contributed more than 16,000 volunteer hours constructing and maintaining the trails.

The park opened on November 21, 2009. An additional 5.5 miles of trails are planned. Future work will include the completion of these trails as well as the ongoing maintenance of existing trails. The existing agreement is set to expire September 30, 2012. Given the success of the partnership to date, our recommendation is to extend the agreement for an additional five years through September 2017.

**BUDGET:**

Budgeted Amount: NONE                      Account Name:  
Amount Encumbered:                      Account #:  
Amount Spent to Date:  
Amount Requested:  
Remaining Budget:  
Budget Adjustment Necessary: NO    If yes, how much:

**ADMINISTRATIVE RECOMMENDATION:**

Approval of an Addendum to Extend the Partnership Agreement with Cherokee County Saddle Club for the Construction and Maintenance of Horse & Hiking Trails at Garland Mountain for an Additional Five Years

**REVIEWED BY:**

DEPARTMENT HEAD: \_\_\_\_\_

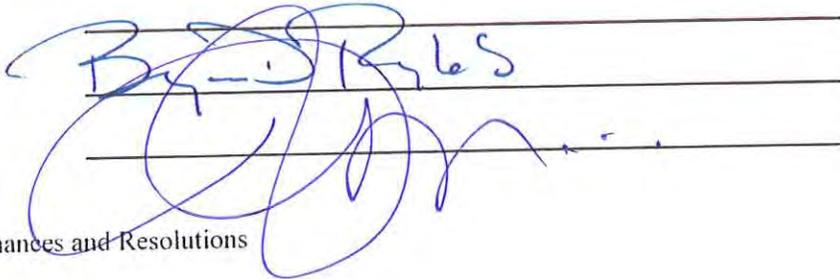
AGENCY DIRECTOR: \_\_\_\_\_

COUNTY MANAGER \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY: \_\_\_\_\_



**Partnership Agreement Extension Addendum**  
**between the Cherokee County, Georgia Board of Commissioners**  
**and**  
**the Cherokee County Saddle Club, Inc.**

**THIS ADDENDUM** is made and entered into this 18<sup>th</sup> day of September 2012, by and between the Cherokee County, Georgia Board of Commissioners (hereinafter referred to as the "BOC") and ~~the~~ Cherokee County Saddle Club, Inc. (hereinafter referred to as the "Saddle Club").

Formatted: Justified

**WHEREAS**, the BOC and the Saddle Club entered into a partnership agreement for construction and maintenance work related to the Garland Mountain Horse & Hiking Trail system dated September 18, 2007; and

**WHEREAS**, Article IV of the agreement allows for the agreement to be extended for additional terms not to exceed five years; and

**WHEREAS**, the parties desire to extend the term of the original agreement for an additional five years; ~~and~~

**NOW, THEREFORE**, the parties agree to extend the agreement's term by five years and that the new termination date is September 30~~29~~, 2017. The parties agree that all other terms and conditions in the original agreement remain in effect. This ADDENDUM shall be fully incorporated into the original agreement.

**IN WITNESS WHEREOF**, the parties have executed this ADDENDUM on the day first written above.

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

**THE CHEROKEE COUNTY SADDLE CLUB, INC.**

\_\_\_\_\_  
L. B. Ahrens, Jr., Cherokee Board of Commissioners  
Chairman

**Approved as to form:**

\_\_\_\_\_  
Angela Davis, Esquire

**ATTEST**

**ATTEST**

\_\_\_\_\_  
Christy Black, County Clerk

\_\_\_\_\_  
**Name/Title:**

\_\_\_\_\_  
**[AFFIX CORPORATE SEAL]**

**Partnership Agreement Extension Addendum  
between the Cherokee County, Georgia Board of Commissioners  
and  
Cherokee County Saddle Club, Inc.**

**THIS ADDENDUM** is made and entered into this 18<sup>th</sup> day of September 2012, by and between the Cherokee County, Georgia Board of Commissioners (hereinafter referred to as the "BOC") and Cherokee County Saddle Club, Inc. (hereinafter referred to as the "Saddle Club").

**WHEREAS**, the BOC and the Saddle Club entered into a partnership agreement for construction and maintenance work related to the Garland Mountain Horse & Hiking Trail system dated September 18, 2007; and

**WHEREAS**, Article IV of the agreement allows for the agreement to be extended for additional terms not to exceed five years; and

**WHEREAS**, the parties desire to extend the term of the original agreement for an additional five years;

**NOW, THEREFORE**, the parties agree to extend the agreement's term by five years and that the new termination date is September 30, 2017. The parties agree that all other terms and conditions in the original agreement remain in effect. This ADDENDUM shall be fully incorporated into the original agreement.

**IN WITNESS WHEREOF**, the parties have executed this ADDENDUM on the day first written above.

**CHEROKEE COUNTY BOARD OF COMMISSIONERS**

**CHEROKEE COUNTY SADDLE CLUB, INC.**

\_\_\_\_\_  
L. B. Ahrens, Jr., Cherokee Board of Commissioners  
Chairman

\_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Angela Davis, Esquire

**ATTEST**

**ATTEST**

\_\_\_\_\_  
Christy Black, County Clerk

\_\_\_\_\_  
Name/Title: \_\_\_\_\_

[AFFIX CORPORATE SEAL]

# PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF COMMISSIONERS

AND

THE CHEROKEE COUNTY SADDLE CLUB

This agreement entered into this 18<sup>th</sup> day of September, 2007 by and between

The Cherokee County Board of Commissioners, hereinafter referred to as the "BOC"

And

The Cherokee County Saddle Club, a not-for-profit, volunteer corporation, hereinafter referred to as the "Saddle Club."

WHEREAS, the Cherokee County Board of Commissioners is dedicated to providing a "Superior Quality of Life" for its residents.

OUR GOAL:

To preserve the Beauty, Unique Character, and Desirability of the Community where we live, work, and play.

OUR PROMISE:

Listen to you; Respect your Rights; & Represent you with the highest standards of Ethics and Integrity.

OUR COMMITMENT:

Service Excellence & Continuous Improvement;  
Accelerate Infrastructure Improvements;  
State-of-the-art Public Safety facilities, training, and personnel;  
Fiscal Responsibility & Conservative Planning to maintain lowest tax rates in ARC - Metro Atlanta; and,

WHEREAS, one of the BOC's Major Priorities is to enhance recreational opportunities for residents and visitors of Cherokee County; and,

WHEREAS, the Saddle Club's mission statement is to improve our Trail Riding experience through Training, Education and Fellowship.

Now therefore in consideration of the covenants and conditions set forth herein the parties agree as follows:

ARTICLE I

The parties agree that the foregoing recitals are true and correct and incorporated herein by reference:

ARTICLE II

The BOC:

1. Shall allocate a minimum of \$50,000 toward equestrian trails on Garland Mountain property owned by Cherokee County.
2. Will hold the Saddle Club harmless and indemnify the Saddle Club of any loss occasioned by the acts of BOC officers, agents and employees, including attorney fees and expenses of litigation.
3. Shall assign the Parks & Recreation Department Director as liaison between the BOC and Saddle Club.
4. Shall coordinate needs determinations and future expansion of equestrian and other trails on Garland Mountain.
5. Shall promote ongoing coordinating efforts to assess the locations and types of future equestrian trails throughout the County.
6. Shall provide for insurance against loss occasioned by accident, unforeseen acts and other events as otherwise specifically provided herein.

ARTICLE III

The Saddle Club:

1. Shall be dedicated to establishing and maintaining the public equestrian trail system throughout the Garland Mountains, through advocacy and partnerships with public and private sectors.
2. Shall construct equestrian trails linked through Garland Mountain in accordance with the Design Plan dated May 14, 2007.

3. Any monies allocated to the Garland Mountain Trails will go toward constructing trails, parking lots, sign posts, wooden trail marker signs, developing maps with trails marked, printing trail maps, and designing and building a trailhead kiosk.
4. Will hold the BOC harmless and indemnify the BOC for any loss occasioned by the acts of Saddle Club officers, agents, and employees, including attorney fees and expenses of litigation.
5. Shall be allowed to operate utility vehicles, often called Gators or Mules, on the trail system solely for the purpose of hauling equipment or personnel to perform trail development or maintenance activities. Such vehicle shall display a plainly visible sign or banner indicating that it is being used for trail maintenance.
6. Acknowledges that this partnership agreement does not provide, nor bestow, any rights, responsibilities or obligations, unless otherwise specified, upon any of its members or volunteers as an employee of the County. The Saddle Club purpose is that of independent volunteer contractors limited to the obligations and responsibilities set forth herein.

#### ARTICLE IV

The term of this contract is October 1, 2007 through September 30, 2012. This contract can be automatically renewed for additional terms not to exceed five years unless either party notifies the other at least 60 days prior to renewal date.

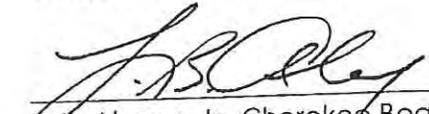
#### ARTICLE V

This contract may be terminated by either party upon written notice to the other party and a public hearing before the full Board of Commissioners with or without cause. All notice of this contract shall be given to the County Manager of Cherokee County at 90 North Street, Suite 310, Canton, Georgia 30114, and to the Saddle Club President at P.O. Box 2343, Woodstock, Georgia 30188.

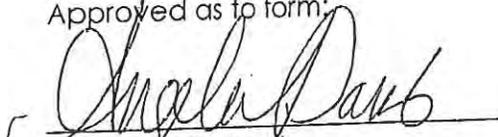
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IN WITNESS WHEREOF the parties have executed this document the first date referred to herein.

CHEROKEE COUNTY BOARD OF  
COMMISSIONERS

  
J. B. Ahrens, Jr., Cherokee Board of  
Commissioners, Chairman

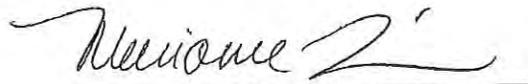
Approved as to form:

  
Angie Davis, Esquire

ATTEST:

  
Sheila R. Corbin, County Clerk

THE CHEROKEE COUNTY SADDLE  
CLUB

  
Marianne Torchia, President

ATTEST:

By: \_\_\_\_\_

2.5

**Cherokee County, Georgia  
Agenda Request**

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SUBJECT: Janitorial Contract

MEETING DATE: 9/18/2012

SUBMITTED BY: Matt Williams, Property Management

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**COMMISSION ACTION REQUESTED:**

Consider approval of a new Professional Services Agreement with Sparkling Clean of Georgia for janitorial services to include the addition of two facilities and the extra square footage of the Renovated Senior Center for a total amount of \$532,992.00.

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**FACTS AND ISSUES:**

Several buildings have been added or remodeled since the previous contract with Sparkling Clean of Georgia. The new Professional Services Agreement adds a total of 11,322 square feet as follows: Fire Logistics/ CATS Building – 6000 square feet; The Jones Building (Old Administrative Building) – 4392 square feet; Senior Center Renovation – additional 930 square feet.

An increase of \$33,580.00 over the 2011 contract amount of \$499,412.00 represents the additional square footage only; there is no cost increase in services from 2011 contract.

The agencies which saw an increase or new allocation of custodial costs (Fire Department, CATS/Transportation, General Administration and Senior Center) have all decreased other line items to offset this increase/addition to their custodial line items in order to stay within their FY13 target budgets. No other agency experienced a cost increase to their custodial line item.

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**BUDGET:**

Budgeted Amount:

Account Name: Custodial

Amount Encumbered:

Account #: xxxxxxxx-522130

Amount Spent to Date:

Amount Requested:

Remaining Budget

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

Contract Approval Required: Yes  No

Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

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**ADMINISTRATIVE RECOMMENDATION:**

Approve the Professional Services Agreement with Sparkling Clean of Georgia for janitorial services in the amount of \$532,992.00 per year.

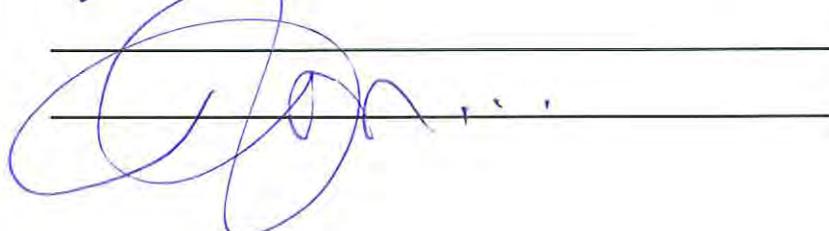
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**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



Commercial/Residential/Janitorial Services  
124 Powers Ferry Road Ste E  
Marietta, GA 30067

August 20, 2012

Matt Williams  
Cherokee County  
Canton, GA30114

Dear Matt,

Thank you for allowing *SparklingClean of Georgia* to be of service to you. Please accept this letter as a quote on cleaning CATS and 130 Main Street as follows:

<b>CATS Bldg.</b>	<b>\$644.00 per month (6000 sq. ft. x .108)</b>
<b>Old Admin. 130 Main St.</b>	<b>\$474.00 per month (4392 sq. ft. x .108)</b>
<b>Senior Services Old Rate</b>	<b>\$644.00 per month</b>
<b>Senior Services New Rate</b>	<b><u>\$1,127.00 per month</u></b>
<b>Total Monthly increase requested</b>	<b>\$2,245.00 per month</b>

If you have any concerns please feel free to call me. Thank you again for allowing *SparklingClean Of Georgia* to bid on your cleaning needs.

Elzy Hill, Jr.  
SparklingClean of Georgia  
2205 RiverstoneBlvd Ste 207  
Canton, GA 30114  
Office: (678) 493-2390  
Fax #: (770) 973-5303  
Cell: (404) 787-2644

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 \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, 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 Sparkling Clean of Georgia, ("Consultant"), collectively referred to as the "Parties."

**WITNESSETH THAT:**

**WHEREAS**, the County desires to retain Consultant to provide certain services generally described as janitorial services; and

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

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

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

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

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

**I. SCOPE OF SERVICES AND TERMINATION DATE**

**A. Project Description**

Janitorial Services for the following County Facilities:

<b>Location Name</b>	<b>Address</b>	<b>Approx Sq Ft<sup>1</sup></b>
Justice Center	90 North Street, Canton	141,220
Historic Courthouse	100 North Street, Canton	29,306
Administrative Building/Conference Center	1130 Bluffs Pkwy, Canton,	78,183
Elections (Albert L. Stone Bldg)	400 East Main St, Canton	8,069

<b>Location Name</b>	<b>Address</b>	<b>Approx Sq Ft <sup>1</sup></b>
Public Safety Building <sup>2</sup>	498 Chattin Dr, Canton	255,000
Multi-Purpose Facility/Sheriff - #12 <sup>3</sup>	9081 Fincher Rd, Waleska	11,500
Multi-Purpose Facility/Sheriff - #19 <sup>3</sup>	100 Ridgemill Ct, Woodstock	15,622
Multi-Purpose Facility/Sheriff - #21 <sup>3</sup>	1190 Evenflo Dr, Canton	11,500
Multi-Purpose Facility/Sheriff - #4 <sup>3</sup>	9253 Free Home Hwy, Canton	10,500
Multi-Purpose Facility/Sheriff - #23 <sup>3</sup>	7675 Vaughn Rd, Canton	10,500
Multi-Purpose Facility/Sheriff - #22 <sup>3</sup>	9550 Bells Ferry Rd, Canton	10,500
Roads & Bridges	403 Chattin Dr, Canton	3,339
Senior Center Building	1001 Univeter Rd, Canton	8,549
Animal Shelter	131 Chattin Dr, Canton	4,516
South Annex	7545 Main St, Woodstock	32,866
Fleet Maintenance Building	421 Chattin Dr, Canton	1,200
Tax Campus	2780, 2782 S Marietta Hwy, Canton	29,515
Parks & Recreation Agency	7545 Main Street, Woodstock	21,500
Fire Logistics/CATS	884 Univeter Rd, Canton	27,339.36
Tax/Tag Office (Woodstock)	155 Towne Lake Pkwy, Woodstock	13,417
Jones Building (Old Admin Bldg)	130 E Main St, Canton	44,560

- 1) Approximate Square Footage does not necessarily represent area to be cleaned; see Section III.B for cleanable square footage.
- 2) The Adult Detention Center (Jail) is excluded from the Public Safety Building.
- 3) Multi-Purpose Facilities include Sheriff Offices, public restrooms and public areas, including the Community Room. The Fire Stations are not included in this Agreement.

**B. The Work**

The Work to be completed under this Agreement (the "Work") consists of cleaning services five (5) days per week from 7:00AM to 5:00PM Monday through Friday unless

otherwise noted for a specific building. Scheduled County Holidays which fall on Monday through Friday are exempt from the cleaning schedule.

Cleaning services are not required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where the County Offices are closed. The Consultant shall be responsible for obtaining information through the news media regarding the declaration of a State of Emergency.

In cases in which cleaning services will not be required due to any other unforeseen type of emergency, etc., the Director of Property Management, or designee, will be responsible for contacting the Consultant as soon as emergency is known. When an unforeseen emergency or day when County Offices are closed (such as inclement weather), the County will reduce payment to the Consultant based on the number of working days in that particular month, excluding County holidays, that service should have been performed.

1) Frequency of Cleaning Services

a) Daily

- 1) Empty all wastebaskets, transport trash to specified area for removal; replace trash can liners as needed.
- 2) Clean and police all entryways and patios (exterior) twenty feet (20') outside of entryways.
- 3) Sweep or dust mop all tile floors.
- 4) Spot clean all glass doors and interior partitions.
- 5) Clean all restrooms:
  - a. Clean and disinfect all drinking fountains
  - b. Clean and disinfect all sinks, toilets, urinals and shower rooms.
  - c. Remove all finger marks from walls, stalls, doors, and light switches.
  - d. Damp wipe all ledges and sills.
  - e. Clean all mirrors and ledges of mirrors.
  - f. Sweep and damp mop all uncarpeted floors.
  - g. Replenish all restroom towels, tissue and soap.
  - h. Empty and remove trash.
- 6) Clean elevators, door tracks and lobbies.
- 7) Dust mop and damp mop entrances, entryways and lobbies (interiors).
- 8) Remove trash to appropriate dumpster.
- 9) Empty and clean all ashtrays, urns, and smoke areas NEAR all facilities.
- 10) Clean ceramic/granite/marble floors in all facilities.
- 11) All entrance doors and glass.
- 12) Vacuum all areas.
- 13) Clean all toilets and toilet fixtures in all facilities.

b) Two (2) Times Weekly (Mondays and Thursdays):

- 1) Clean steps and treads using appropriate cleaning machine; wipe down handrails.
- 2) Sweep and dust stairwells, stairs and landings (interior); wet mop as needed.
- 3) Clean all kitchen or kitchenette areas (does not include washing dishes):
  - a. Clean and disinfect sinks.
  - b. Damp wipe ledges and sills.

- c. Clean mirrors.
  - d. Vacuum kitchen/kitchenette floor, if carpeted; sweep and damp mop floor if tile.
  - e. Damp wipe countertops.
  - f. Damp wipe tables and chairs.
- c) One (1) Time Weekly:
- 1) Remove all finger marks and smudges from doors, door jambs, and light switches.
  - 2) Spray buff all tile floors, vestibules, lobbies, corridors and conference rooms; spray buff to be of same manufacturer as floor finish.
  - 3) Damp mop floors in the Cherokee County Justice Center with a neutral cleaner. Soiled floors are to be scrubbed with buffing machine and neutral cleaner; buff with dry brush.
  - 4) Remove all finger marks from furniture, fixtures, ledges and sills.
  - 5) Sweep exterior stairs and loading platforms; wet mop as needed.
  - 6) Damp mop all quarry and tile floors.
  - 7) Dust all furniture (top, side and lower area), fixtures, ledges and sills using a treated dust cloth or feather duster.
  - 8) Sanitize all holding cells in the Cherokee County Justice Center including floors and walls according to the commanding Captain, or his designee.
- d) Monthly:
- 1) Clean and sanitize all restroom partitions (and sides).
  - 2) Vacuum all carpeted floors, edges, baseboards and corners.
  - 3) Clean all desk tops that have had personal items removed.
  - 4) Dust or vacuum all high furniture, fixtures, ledges and sills.
  - 5) Dust and vacuum door casings, fire alarm bells, partitions and wood paneling.
  - 6) Polish all stainless steel, chrome and brass fixtures.
  - 7) Dust venetian blinds; County is not responsible if a Venetian blind is damaged as a result of dusting.
  - 8) Pre-spot and shampoo traffic lanes or track-off areas and matting; replace matting when dry.
- e) Quarterly:
- 1) Dust all paneled wall surfaces.
  - 2) Shampoo carpets in traffic areas.
  - 3) Clean and sanitize tables, countertops, stools, etc.
  - 4) Clean and sanitize all trash containers.
  - 5) Clean and sanitize all restroom walls from floor to ceiling (including showers).
  - 6) Machine scrub (File RMS) restroom floors with stripper, rinse a minimum of three (3) times. Vinyl tile shall receive three (3) coats of sealer. Other tile does not require a finish.
  - 7) Wash baseboards.
  - 8) Wash fronts, sides and tops of cabinets; clean all restroom partitions (all sides).
  - 9) Strip and refinish all vinyl composition tile in all facilities.
  - 10) Wash interior windows.
- f) Semi-Annually (two times per year):
- 1) Shampoo all carpet areas in April and October. Contractor will provide a schedule of the carpet cleanings to the Department of Property Management.

Raised flooring must be cleaned using a dry extraction process.

- 2) Scrub and re-seal marble/terrazzo floors in all County facilities with a water-based acrylic cleaner.
- g) Annually (one time per year):
  - 1) Clean all exterior windows on all facilities.
- 2) Building Areas and Janitorial Standards:
  - a) Sweeping and Dust Mopping (uncarpeted areas) – Sweeping shall leave the surfaces uniformly clean of all surface dirt in including corners and places inaccessible with a mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination, except deeply embedded dirt and stains, be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use. Uncarpeted areas for sweeping and dust mopping include:
    1. Vestibules, lobbies and entries (interior and exterior)
    2. Corridors
    3. Stairwells, stairs and landings (interior)
    4. Elevators and elevator vestibules
    5. Offices (administrative and clerical) and classrooms
    6. Coatrooms, lunchrooms and conference rooms
    7. Labs and preparation rooms
    8. Computer rooms
    9. Vending machine rooms
    10. Exterior stairs and loading platforms
  - b) Dusting and Vacuuming (carpeted areas) – Spot cleaning is required before vacuuming. Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet (6') from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage.

Vacuuming of carpeted areas include:

    1. Vestibules, lobbies and entries (interior and exterior)
    2. Corridors
    3. Stairwells, stairs and landings (interior)
    4. Elevators and elevator vestibules
    5. Offices (administrative and clerical) and classrooms
    6. Coatrooms, lunchrooms and conference rooms
    7. Labs and preparation rooms
    8. Computer rooms
    9. Vending machine rooms
    10. Exterior stairs and loading platforms

Dusting and Vacuuming (Low cleaning – under six foot from floor) areas include:

1. All furniture and fixtures (i.e. file cabinets, tables, etc.)
2. Window sills, ledges, etc.
3. Vending machines
4. Stairwells, stairs, landings and railing (interior)

Dusting and Vacuuming (High cleaning – over six foot from floor) areas include:

1. Door casings
  2. Fire alarm bells
  3. Partitions, wood paneling, etc.
  4. Chandeliers and lighting
  5. HVAC Return/Supply Vents
- c) Trash Removal Standards – All waste baskets shall be emptied and all boxes, cans, paper, etc. marked “trash” which are placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. All cigarette butt receptacles and ashtrays shall be checked before being emptied in trash. Trash shall not be allowed to blow around the yard. Any trash dropped shall be immediately retrieved by a custodian or contractor and properly placed in the trash receptacle. Trash removal includes:
1. Empty all trash containers; replace liners as needed; do not place leaking trash bags on carpet.
  2. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters or compactors.
  3. Empty and clean all ashtrays, urns and smokeadors.
  4. Leak proof wheeled containers are to be used for collecting trash.
- d) Washing Standards – washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.
1. Washing Glass – glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers. Use only soft cloths on Plexiglas. The washing shall not contaminate adjacent non-glass areas. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking though the glass towards natural light source. Sills and frames shall be damp wiped. Remove all tape and residue.
  2. Washing Except Glass – all surfaces shall be washed with a mild neutral detergent or quaternary disinfectant detergent solution following manufacturer’s dilution ration. They shall be left clean without streaks. Scrub brush or scour pad shall be sued where necessary to loosen dirt.
  3. Washing in Restroom, Public or Patient Areas – Restroom floors, walls, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.
- Areas for washing include:
- a. Clean and sanitize urinals inside and out
  - b. Clean and sanitize commodes inside and out
  - c. Clean mirrors

- d. Clean and sanitize wash basins (washrooms) inside and out
  - e. Clean and sanitize miscellaneous restroom and toilet fixtures
  - f. Clean and sanitize restroom and toilet floors
  - g. Clean and sanitize restroom wash basin wall area and toilet wall area
  - h. Clean and sanitize shower rooms
  - i. Damp wipe all restroom and locker room ledges and sills
  - j. Spot clean walls, doors and trim
  - k. Clean exterior and interior glass doors and frames and other interior glass, plastic and frames.
  - l. Clean and sanitize water fountains.
- e) Damp Wiping Standards – surfaces shall be left clean and free from film or streaks upon completion of damp wiping.
- f) Disinfecting Standards – Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly. Urinal disinfectant/deodorant strainers supplied by Consultant.
- g) Wet Mopping Standards – After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture or furnishings. Wet mopping is also required on all stairwells, stairs, landings and elevator hard floors. There shall be no mop strings left on the floors. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dried. Dirty mops are not acceptable for use. Areas for wet mopping include:
- 1. All tile, wooden or hard surface floors.
- h) Polishing Metal Trim and Plumbing Hardware Standards - Polishing shall be accomplished with metal polish. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers. All surfaces shall be rubbed to a soft gloss with clean clothes or textile disposable wipers. Areas for polishing include:
- 1. All brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.).
- i) Spray Buffing Hard Surfaced Floors Standards –Spray buff product to be of same manufacturer as floor finish. Areas for spray buffing include:
- 1. All vestibules, lobbies, corridors and conference rooms.
- j) Interim Shampoo Cleaning (Carpeting and Matting) Standards – Pre-spot traffic lanes of track-off areas and matting every thirty (30) days. Replace matting back into service immediately after dry. Shampoo cleaning method shall be rotary and/or dry foam and extraction. Areas for shampoo cleaning included:
- 1. Entire building of each facility

**C. Schedule, Completion Date, and Term of Agreement**

Consultant warrants and represents that it will perform its services in a prompt and timely

manner. This Agreement shall commence as of the date first written above. The Term of this Agreement is longer than one year, therefore the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

## **II. WORK CHANGES**

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

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

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

## **III. COMPENSATION AND METHOD OF PAYMENT**

**A.** County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work 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 deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

**B.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **Five Hundred Thirty Two Thousand Nine Hundred and Ninety-two Dollars (\$492,192) annually**, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon the following facility costs:

<b>Facility/Address</b>	<b>Cleanable Square Feet</b>	<b>Monthly Rate</b>	<b>Quarterly Rate</b>	<b>Annual Rate (Not to Exceed)</b>
Justice Center – 90 North St, Canton	141,220	\$11,032	\$33,096	\$132,384
	Work Schedule: 7am-5pm; after 5pm to 11pm; no courtrooms to be cleaned during the hours of 9am-5pm or anytime court is in session			
Historic Courthouse – 100 North St, Canton	29,306	\$2,178	\$6,534	\$26,136
	Work Schedule: 8am-5pm			
Admin/Conference Center – 1130 Bluffs Pkwy, Canton	78,183	\$7,146	\$21,438	\$85,752
	Work Schedule: 8am-5pm and during special events			
Elections (Albert L. Stone Bldg) – 400 E Main St, Canton	8,069	\$684	\$2,052	\$8,208
	Work Schedule: 8am-5pm			
Public Safety Complex – 498 Chattin Dr, Canton	255,000	\$5,830	\$17,490	\$69,960
	Work Schedule: 8am-5pm; cleanable square footage does NOT include Jail/Adult Detention Center (secured inmate areas)			
Multi-Purpose Facilities – 6 Fire Stations/SO Precincts	3,500/each	\$3,414	\$10,242	\$40,968
	Work Schedule: 8am-5pm			
Roads and Bridges – 403 Chattin Dr, Canton	3,339	\$1,025	\$3,075	\$12,300
	Work Schedule: 8am-5pm			
Senior Center – 1001 Univeter Rd, Canton	8,549	\$1,127	\$3,381	\$13,524
	Work Schedule: 9am-4:30pm			
Animal Shelter (Office Area) – 131 Chattin Dr, Canton	3,891	\$558	\$1,674	\$6,696
	Work Schedule: 8am-5pm			
South Annex – 7545 Main St, Bldg 300, Woodstock	32,866	\$1,418	\$4,254	\$17,016
	Work Schedule: 8am-4:30pm			
Fleet Maintenance Office – 421 Chattin Dr, Canton	1,200	\$368	\$1,104	\$4,416
	Work Schedule: 8am-4:30pm			

Facility/Address	Cleanable Square Feet	Monthly Rate	Quarterly Rate	Annual Rate (Not to Exceed)
Tax Campus – 2780 & 2782 Marietta Hwy, Canton	25,915	\$2,404	\$7,212	\$28,848
	Work Schedule: 8am-5pm			
Parks & Recreation Agency – 7545 Main St, Bldg 200, Woodstock	21,500	\$1,513	\$4,539	\$18,156
	Work Schedule: 8am-5pm			
Fire Logistics/CATS – 884 Univeter Rd, Canton	6,000	\$644	\$1,932	\$7,728
	Work Schedule: 8am-5pm			
Tax/Tag Office – 155 Towne Lake Pkwy, Woodstock	13,000	\$1,201	\$3,603	\$14,412
	Work Schedule: 8am-5pm			
Jones Bldg (Old Admin Bldg) – 130 E Main St, Canton	4,392	\$474	\$1,422	\$5,688
	Work Schedule: 8am-5pm; Common Areas and restrooms only			
<b>CLEANING SUBTOTALS</b>		<b>\$41,016</b>	<b>\$123,048</b>	<b>\$492,192</b>
<b>DISPOSABLE ITEMS SUBTOTALS</b>		<b>\$3,400</b>	<b>\$10,200</b>	<b>\$40,800</b>
<b>TOTALS</b>		<b>\$44,416</b>	<b>\$133,248</b>	<b>\$532,992</b>

C. Reimbursement Costs – Disposable items will be reimbursed at a rate not to exceed \$3,400 per month (\$40,800 annually).

#### IV. COVENANTS OF CONSULTANT

##### A. Expertise of Consultant

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

##### B. Budgetary Limitations

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

immediately to the County.

**C. County's Reliance on the Work**

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

**D. Consultant's Reliance on Submissions by the County**

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

**E. Consultant's Representative**

Elzy Hill, Jr. shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

**F. Assignment of Agreement**

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

**G. Responsibility of Consultant and Indemnification of County**

The Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter

“Liabilities”) which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

#### **H. Independent Contractor**

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

#### **I. Insurance**

##### **(1) Requirements:**

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

##### **(2) Minimum Limits of Insurance:**

Consultant shall maintain limits no less than:

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

(3) Deductibles and Self-Insured Retentions:

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

(4) Other Insurance Provisions:

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

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

no cross liability exclusion.

- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.
- (vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

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

(c) All Coverages.

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

(5) Acceptability of Insurers:

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

(6) Verification of Coverage:

Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The 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 insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

(8) Claims-Made Policies:

Consultant shall extend any claims-made insurance policy for at least six (6) years

after termination or final payment under the Agreement, whichever is later.

- (9) County as Additional Insured and Loss Payee:  
The County shall be named as an additional insured and loss payee on all policies required by this Agreement.

**J. Employment of Unauthorized Aliens Prohibited**

**(1) E-Verify Affidavit**

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County. In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Consultant agrees to provide completed copies of Exhibit "B" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be

sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

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

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

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

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

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

## **(2) SAVE Affidavit and Secure Verifiable Document**

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Consultant's legal status in the Country *each* time that Consultant obtains a public benefit, including any contract, from the County. Consultant hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "C", and submitted such affidavit to the County in person, electronically, or by mail. Further, Consultant verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Consultant's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Consultant verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

### **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. Licenses, Certifications and Permits**

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

standard of quality ordinarily expected of competent professionals.

**O. 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.

**P. Ownership of Work**

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

**V. COVENANTS OF THE COUNTY**

**A. Right of Entry**

The County shall provide for right of entry for Consultant and all necessary equipment to perform janitorial services in each facility, in order for Consultant to complete the Work.

**B. County’s Representative**

Matt Williams, Director of Property Management Department, 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 failure to pay the Consultant within thirty (30) days of Consultant providing the County with notice of a delinquent payment and an opportunity to cure.

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

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

D. The rights and remedies of the County and the Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## **VII. NO PERSONAL LIABILITY**

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

## **VIII. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

## **IX. SUCCESSORS AND ASSIGNS**

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

## **X. APPLICABLE LAW**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

## XI. CAPTIONS AND SEVERABILITY

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

## XII. BUSINESS LICENSE

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

## XIII. NOTICES

### A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Matt Williams for the County and Elzy Hill Jr. 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, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

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

**NOTICE TO THE CONSULTANT** shall be sent to:

Elzy Hill, Jr.  
Sparkling Clean of Georgia  
124 Powers Ferry Road  
Marietta, GA 30067

Future changes in address shall be effective only upon written notice being given by the County

to Consultant or by Consultant to County Manager via one of the delivery methods described in this Section.

#### **XIV. WAIVER OF AGREEMENT**

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement.

#### **XV. NO THIRD PARTY RIGHTS**

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

#### **XVI. SOVEREIGN IMMUNITY**

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

#### **XVII. FORCE MAJEURE**

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

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

[SIGNATURES ON FOLLOWING PAGE]

**CONSULTANT:  
SPARKLING CLEAN OF GEORGIA**

By: Elzy Hill, Jr.  
Its: President

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 engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to sue and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

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

196751  
Federal Work Authorization User Identification  
Number

Date of Authorization

Sparkling Clean of Georgia  
Name of Contractor

Janitorial Services of County Facilities  
Name of Project

Cherokee County Board of Commissioners  
Name of Public Employer

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

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

Elzy Hill Jr.  
Printed Name of Authorized Officer or Agent

President  
Title of Authorized Officer or Agent

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires \_\_\_\_\_

Not Applicable – No subcontractors on this Agreement

**EXHIBIT B**

**STATE OF GEORGIA**  
**COUNTY OF CHEROKEE**

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

Cherokee County Board of Commissioners  
\_\_\_\_\_  
Name of Public Employer

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

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires \_\_\_\_\_

**EXHIBIT C**

**O.C.G.A. § 50-36-1(e)(2) "SAVE" AFFIDAVIT**

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cherokee County Board of Commissioners, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

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

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

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

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

2.6

**Cherokee County, Georgia  
Agenda Request**

---

SUBJECT: Purchase of Patrol Vehicles

MEETING DATE: September 18, 2012

SUBMITTED BY: Stacey Williams, Sheriff's Office

---

**COMMISSION ACTION REQUESTED:**

Consider approval to purchase fourteen (14) new vehicles for the Cherokee Sheriff's Office from Brannen Motor Company and Hardy Chevrolet in the total amount of \$395,193.00.

---

**FACTS AND ISSUES:**

The Sheriff's Office is in need of fourteen (14) new patrol vehicles due to the high mileage on the current fleet of patrol cars. The Sheriff's Office has not purchased any new cars since 2010. The Sheriff's Office will auction (10) old vehicles and replace (4) totaled vehicles with the new vehicles.

Brannen Motor Company was the only vender that could get quotes on the Ford Crown Victoria which makes them a sole source provider (see attached). The State Contract holder, Akin Ford, was out of inventory and would not be receiving any in the future.

Three quotes were received on the Chevy Tahoe, with Hardy Chevrolet being the low bidder in the amount of \$33,909. Other bidders were: Brannen Motor Company- \$35,338.00 and Defender Supply - \$36,787.

---

**BUDGET:**

Budgeted Amount:

Account Name: Capital

Amount Encumbered:

Account #: 13323.000-54.2200

Amount Spent to Date:

Amount Requested: \$395,193

Remaining Budget:

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

Contract Approval Required: Yes  No

Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

---

**ADMINISTRATIVE RECOMMENDATION:** To approve the request by Cherokee Sheriff's Office to purchase fourteen (14) new patrol vehicles.

---

**REVIEWED BY:**

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



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

**Instructions:**

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

**REVENUES:**

Department Org Code	Object	Account Name	Amount

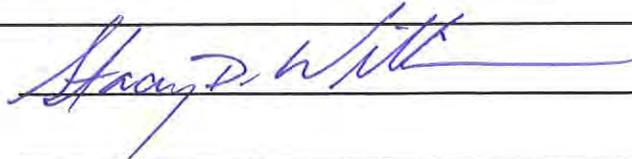
**EXPENDITURES:**

Department Org Code	Object	Account Name	Amount
13222000	511100	SALARIES/REG	(8,000.00)
13222000	511110	UNIFORM ALLOWANCE	(4,000.00)
13310000	511100	SALARIES/REG	(5,000.00)
13321000	511100	SALARIES/REG	(40,000.00)
13321000	511110	UNIFORM ALLOWANCE	(2,000.00)
13321000	523600	SMALL EQUIPMENT	(8,000.00)
13323000	511100	SALARIES/REG	(20,000.00)
13323000	511103	WORKED HOLIDAY	(50,000.00)
13323000	511110	UNIFORM ALLOWANCE	(1,000.00)
13323000	522200	REPAIRS/MAINT	(10,000.00)
13323000	531600	SMALL EQUIPMENT	(10,000.00)
13340000	511100	SALARIES/REG	(15,000.00)
13360000	511100	SALARIES/REG	(5,000.00)
13420000	511100	SALARIES/REG	(90,000.00)
13420000	511103	WORKED HOLIDAY	(50,000.00)
13420000	521260	PROF SVCS - MEDICAL	(40,000.00)
13420000	523500	TRAVEL	(20,000.00)
13420000	531600	DUES/FEES	(15,000.00)
13920000	522200	REPAIRS/MAINT	(4,000.00)
13323000	542200	VEHICLES	397,000.00

**PURPOSE OF TRANSFER/ AMENDMENT**

TRANSFER FUNDS FROM VARIOUS EXPENDITURE LINES INTO CAPITAL EQUIPMENT FOR PURCHASE OF NEW PATROL VEHICLES FOR UNIFORM PATROL. VEHICLES HAVE NOT BEEN PURCHASED SINCE 2010.

Department Head Approval: \_\_\_\_\_



County Manager Approval: \_\_\_\_\_

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

# New Vehicle Proposal

## For Ford Crown Vic

### Dealerships Contacted:

- 1     **Brannan Motor Company**                     **Bobby Reed**  
Has 23 White Ford Crown Vic's on the ground with limited equipment to full equipment
- 2     **Allen Vigil Ford**                                 **Bob**  
Does not have and cannot get any Ford Crown Vics
- 3     **Cherokee Ford Woodstock, GA**             **Bob**  
Does not have and cannot get any Ford Crown Vics
- 4     **Jim Tidwell Ford Kennesaw, GA**             **Mike**  
Does not have and cannot get any Ford Crown Vics
- 5     **Pioneer Ford Bremen, Ga**                     **Rodney**  
Does not have and cannot get any Ford Crown Vics
- 6     **Dick Smith Ford Columbia, SC**             **Nathan**  
Does not have and cannot get any Ford Crown Vics
- 7     **Jackie Jones Ford**                                 **Tommy**  
Does not have and cannot get any Ford Crown Vics
8.     **Akin Ford**     **Tony**  
Does not have and cannot get any Ford Crown Vics

# New Vehicle Proposal

Brannen Motor Company

Bobby Reed

2011- Ford Crown Vic White:	\$26,385
Four corner LED's	
Jotto Desk Console w/armrest	
Stream Light rechargeable flash light	<u>1 ONLY</u>
Rhino Push Bumper	
Wig Wag on Headlights	

Total for 1 vehicle \$26,385

2011 Ford Crown Vic White:	\$26,625
Four corner LED's	
Jotto Desk Console w/armrest	
Stream Light rechargeable flash light	<u>2 ONLY</u>
Setina roll bar and cage w/slider window	
Wig Wag on Headlights	

Total for 2 vehicles \$53,250

2011 Ford Crown Vic White: \$28,550

Federal Legend Light Bar (LED's, Take Downs, Alleys)

Federal Smart Siren/Switches & 100 watt speaker

Wig Wag on Headlights

Four corner LED's

Pro Copper Console w/arm rest

Stream Light rechargeable flash light 7 ONLY

Setina roll bar and cage w/slider window

Total for 7 vehicles \$199,850

2011 Ford Crown Vic White: \$23,945

With spot light only

Total for 2 vehicles \$47,890

**Hardy Chevrolet**  
**Steve Canup**  
 770-445-9411 x 205 phone  
 770-445-9659 fax  
[scanup@bellsouth.net](mailto:scanup@bellsouth.net)

**2013 Tahoe Police**  
 State Contract # 90796

Code	Description	S=standard O=optional	Price per State contract
CC10706	Chevrolet Tahoe PPV police pursuit		\$ 25,624.00
LMG	5.3 V8 (E85 capable)	S	included
M30	4 speed automatic transmission	S	included
AYO	Driver & Pass frontal & side air bags	S	included
CJ3	Air conditioning-dual zone front & rear	S	included
U1C	AM/FM/CD stereo	S	included
K34	Cruise control	S	included
STD	Tilt steering wheel	S	included
STD	Remote keyless entry	S	included
AG1	Power drivers seat	S	included
N81	Full size spare tire	S	included
9N5	Front cloth bucket seat w/o console (vinyl rear)	S	included
C69	Rear window defrost	S	included
STD	Power windows, locks, mirrors	S	included
B30	Carpet floor covering w/ floor mats	O	<del>\$167.00</del>
B85	Body-color bodyside molding	O	<del>\$85.00</del>
AE7	40/20/40 Split Bench Seat	O	<del>\$900.00</del>
6A6	Dual HD Batteries	O	\$101.00
7X6	Drivers side spotlight	O	\$ 381.00
Delivery	Zones 1-5	O	\$ 65.00
			<i>\$26,171</i>
			<i>7738</i>
			<i>\$33,909</i>
Exterior	Black • White •	S	
	Silver Ice • Mocha Steel	S	
		S	
Interior	Ebony •	S	
	<b>See State Contract for additional details</b>		

# INTERCEPTOR

~~INTERCEPTOR PRODUCTS~~

P.O. Box 817 \* 1110 Indian Springs Drive \* Forsyth, GA 31029

Office: (478) 974-0105 \* Fax (478) 994-4497 \* Fax (478) 994-4488 \* Toll Free (866) 834-4375

SHIPPED VIA	QUOTE NUMBER	FOB	P O NUMBER	DATE
	DS-1009			9/13/2012

SOLD TO:                   **QUOTE**		ATTN:   * PAGE 1
Hardy Chevrolet   Dallas, Georgia		
Steve Canup, Fleet Manager		
C/O		
Cherokee County Sheriffs Office - K9 Unit		
scanup@hardyautomotive.com		
Phone Number		Fax Number
w)770 445-9411   c)770 687-8898		

\*\*QUOTE GOOD FOR 30 DAYS\*\*

VEHICLE INFORMATION		
MAKE:	Chevrolet	VIN#:
MODEL	Tahoe	KEY TAG#:
YEAR:	2013	ARRIVAL DATE:
UNIT STOCK NUMBER:		ODO:

QTY	PART NUMBER	PACKAGE DESCRIPTION	UNIT	TOTAL
1	SX2BBRR	WHELEN LIBERTY SX SERIES SUPER-LED LIGHTBAR		
2	SLDBB	INBOARD SUPER LED DIRECTIONAL LIGHTS, BLUE		
2	SLDRR	INBOARD SUPER LED DIRECTIONAL LIGHTS, RED		
1	SLDBR	INBOARD SUPER LED DIRECTIONAL LIGHTS, BLUE/RED		
1	SPALF1	TWO LR11 LED FLASHING ALLEY LIGHTS, HORIZONTAL ADJ		
1	SXTLS1	TWO LR11 LED FLASHING TAKE-DOWN LIGHTS, HORIZ. ADJ		
1	425-2968	JOTTO DESK FACE PLATE W/ POWER OUTLETS		
1	425-6204	JOTTO DESK FLOOR PLATE		
1	425-6033	JOTTO DESK EXTERIOR CUP HOLDER		
1	425-6012	JOTTO DESK LARGE CONSOLE		
1	425-6036	JOTTO DESK STORAGE W/ ADJUSTABLE ARM REST		
1	5160	GO RHINO PUSH BUMPER		
1	5162WHD	GO RHINO HEAVY DUTY WRAPS		
1	RSB03ZCR	WHELEN TIR 3, BLUE, AT REAR TAG		
1	RSR03ZCR	WHELEN TIR 3, RED, AT REAR TAG		
1	RBKT6	WHELEN TAG BRACKET FOR TIR 3		
1	RSB03ZCR	WHELEN TIR 3, BLUE, ON PUSH BUMPER		
1	RSR03ZCR	WHELEN TIR 3, RED, ON PUSH BUMPER		
1	295SLSA6	WHELEN SIREN-LIGHT CONTROL W/ PA, 200 WATT OUTPUT		
1	SA315P	WHELEN 100 WATT SPEAKER W/ BRACKET		
1	10772/36750	1/4 WAVE BLACK VHF ANTENNA W/ COAX		
1		RUN HOT AND GROUND WIRE FOR RADIO TO CONSOLE		
1		E/Z RIDER PLATFORM K9 UNIT, BLACK MATTE FINISH, WITH		
1		RUBBER PLATFORM MAT, AND STAINLESS WATER BOWL		
1		K9 ELECTRONIC REMOTE DOOR OPENING SYSTEM		
1		COOL GUARD TEMPERATURE MONITORING/ALERT SYSTEM		



FLEET - COMMERCIAL - GOVERNMENT SALES

**BRANNEN**



**Motor Company**

"MIDDLE GEORGIA'S OLDEST FORD FAMILY"

Phone: (478) 627-3221  
Toll Free: 800-999-9606  
Fax: (478) 627-9550

P.O. Box 746

1080 Second St.  
I-75 & GA 230 (Exit 122)  
Unadilla, GA 31091

9-4-2012

Page  
0

**FLEET PROPOSAL**

Deputy Paul Mazauca

Fax: 770-345-3228

Cherokee County S.O.

1 each

2013 Chev Police Tahoe

pur. windows, locks, mirrors, tilt & cruise,  
AM-FM stereo radio/clock/cd, cloth high  
back bucket seats w/pur. driver's seat,  
vinyl rear seat, vinyl floor covering,  
(In stock) front & rear air cond. & heat, 5.3L-V8  
Flex Fuel engine, P265/60R17 tires,  
police steel wheels w/center caps, ABS  
brakes, tire pressure monitoring system,  
locking rear differential, dual batteries,  
side assist steps, remote keyless  
entry, rear window defroster/wiper

\$27,600

7738

35,338.00

TOTAL:

BY: Bobby Reed

TITLE: Fleet Mgr.

# INTERCEPTOR

~~AUTOSAFETY PRODUCTS~~

P.O. Box 817 \* 1110 Indian Springs Drive \* Forsyth, GA 31029

Office: (478) 974-0105 \* Fax (478) 994-4497 \* Fax (478) 994-4488 \* Toll Free (866) 834-4375

SHIPPED VIA	QUOTE NUMBER	FOB	P O NUMBER	DATE
	DS-1009			9/13/2012

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scanup@hardyautomotive.com		
Phone Number		Fax Number
w)770 445-9411   c)770 687-8898		

\*\*QUOTE GOOD FOR 30 DAYS\*\*

VEHICLE INFORMATION		
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MODEL	Tahoe	KEY TAG#:
YEAR:	2013	ARRIVAL DATE:
UNIT STOCK NUMBER:		ODO:

QTY	PART NUMBER	PACKAGE DESCRIPTION	UNIT	TOTAL
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1		K9 ELECTRONIC REMOTE DOOR OPENING SYSTEM		
1		COOL GUARD TEMPERATURE MONITORING/ALERT SYSTEM		



# New Vehicle Proposal

Defender Supply

Public Safety Equipment

2012 Chevy K9 Tahoe Packages

With Roof Mounted Lights

**K-9 Marked Pkg. #2 ..... \$36,787.00**

- 2012 Chevrolet Tahoe PPV 2WD with Locking Rear Differential, Driver Side Spot lamp, Dual Batteries
- Whelen Liberty LED Light Bar –Red/Blue with Amber T/A, Cencom Siren & Light Controller, & 100 Watt Speaker
- Headlight/Taillight Flasher
- Jotto 15" Police Console, Armrest and Cup Holders
- 2 way Radio Antenna
- Full Across Kennel, rubber floor mat, door/window guards, and dog bowl
- Tahoe Wiring Harness
- 911 EP 36" LED Traffic Advisor for Rear Window - Red/Amber/Blue
- Whelen Dominator 4 LED Lights for Rear Side Glass - Red/Blue - 2 Total
- Law Enforcement Brush Guard or Push Bumper
- Whelen 400 Series LED Lights on Brush Guard or Push Bumper - 1 Red & 1 Blue
- Single Purpose K-9 Monitoring System with Heat,
- Smoke, and Carbon Monoxide detectors and
- electronic window fan
- Tremco Anti-Theft Device

<b>Total for 2 vehicles</b>	<b>\$73,574.00</b>
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