

**CHEROKEE COUNTY
BOARD OF COMMISSIONERS**

Work Session

November 20, 2012

3:00 p.m.

Cherokee Hall

AGENDA

1. Presentation on technology tools available for Building Permits, Building Inspections and Business Licenses by Jeff Watkins.
2. Discussion of Regular Agenda Items.

Executive Session to Follow

By policy, minutes are not official until approved by the Board at a future regular meeting.

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

November 6, 2012

3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began at 3:10 p.m. with all members present. The Chairman thanked everyone for joining the session.

1. Presentation of Summary of Proposed FY2013 Budget by Janelle Funk.

Ms. Funk presented a County-wide summary of the proposed budget for FY2013. She stated the budget decreased from the original proposed budget, presented on October 16, 2012, of \$193M to \$189.5M, a decrease of 0.2%. The \$3.5M decrease was driven by reductions in SPLOST capital project plans for FY2013. Operation funds did not change from the original proposed budget, but Janelle reiterated that as compared to the 2012 Annualized Budget these funds had decreased by \$1.7M or 1.5%. Almost all operational areas show decreases in their funds. Parks and Recreation increases due to the Aquatic Center, but that will be covered by new revenues generated. The General Fund shows a slight increase mainly due to jail utilities being transferred back from the Jail Fund. Funds making up the Capital budget have increased by \$1.4M or 1.9%. Ms. Funk proceeded to highlight the General Funds budget. She stated that compared to 2012, 2013 will see a small increase by about \$116,000 or .2%. General operations decreased by \$548,000 mostly driven because of a transfer from the General Fund to the RRDA for debt services in anticipation of a new operator taking over the facility and take over 50% of debt service cost. Admin allocated cost covers workers' comp, property insurance, and utilities which are allocated out to the different departments based on headcount or usage. These costs have increased primarily related to the utility cost from the Jail Fund coming back into the General Fund. The Sheriff's Office allowed

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the County to use the Jail Fund for two years in order to limit/avoid millage rate increases. Ideally, the Jail Fund is to be used for major maintenance requirements.

Ms. Funk addressed a question from the Public Hearing for the budget, "What have you done to decrease your expenses?" As compared to 2008 actual spending, the General Fund FY2013 proposed budget had cut \$4.4M in net expenses. One example of the drivers of the reductions was last year's incentivized early retirement plan to decrease headcount. Janelle Funk explained that while comparing actual 2008 expenses to the 2013 Budget the General Fund had a gross decrease of \$8M, but in fairness - adjustments had to be made to reflect true spending cuts. As an example, Several departments have been transferred out of the General Fund to other funds and since these transfers did not represent true spending cuts - they were excluded from the analysis, thus bringing the true net reduction to \$4.4M. Ms. Funk then showed a slide to remind the audience of the operations covered by the General Fund.

Ms. Funk reported that the budget was balanced for FY2013 and that it is a realistic budget with minimal risk. The General Fund is balanced without having to use reserve funds. However, the County had to use some one-time/temporary items to balance the budget as decided by the BOC during the millage rate setting process in July 2012.

The Chairman asked what the intentions were for the Regular Meeting regarding reviewing the Budget Summary again. Mr. Cooper replied that he will give a brief overview as well as requesting the adoption of the budget of \$189.5M.

Public Hearings Review

- **Five acre minimum requirement for private parochial schools**

Mr. Jeff Watkins recommended language in Article 7.7-15c, Paragraph I, be amended to state, "Such development shall have a minimum of (5) five acres in 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."

- **Etowah River Tract**

Mr. Watkins began by stating that the problem with PUDs is there is often up to fourteen conditions the department has to control or regulate in the development of a project that spans 1,300 acres. Staff has to plow through and hold on to filed plats that are literally falling apart to review what has happened in each phase. This creates additional problems when staff needs to pull out the files to get setbacks on lots. Therefore, the

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Zoning Department offers this suggestion: to compile a book we can put in place and be on file. It is intended that it be the guiding document for the development of the Etowah River Project. He then reviewed the history of the project including donations to CCWSA and the CCSD. Mr. Watkins then shared slides of the pages of the aforementioned book. He stated that the meat of the matter is regulating the plan. It lays out the type of zone, individual street types, etc. Commissioner Bosch interjected the PUD had none of that information. Mr. Watkins continued to show various aspects of the plan and stated that the book would be used by staff to regulate development as it comes through. He went on to state that they requested the Public Hearing because it is considered a zoning action and it follows the Zoning Act procedures and they did post notices in order to bring before the Board for review and possible adoption.

The Chairman asked if there were any questions. Commissioner Johnston expressed concern over the difference between the plan shown and the fourteen requirements. He also suggested there were many items that were not consistent with the original plan. For instance, he thought apartments were not called for in the current plan. Mr. Watkins replied that there was a question in the zoning conditions that was applied in the original, under F-19, which states "a minimum of 90 acres, maximum of 150 acres shall be designed and developed as residential use which may be multi-family high density patio homes, zero lot-lined residences." Commissioner Bosch questioned the definition of a PUD as having commercial in it. Commissioner Hubbard added that a PUD is approved by the plans submitted at the time and any change to the plan has to be brought back before the Board. Commissioner Bosch also added she would be surprised if the original did not have commercial in it. Commissioner Hubbard suggested it looked a lot like a TND. Commissioner Bosch stated the TND took the whole transept concept and that may be why it has the look of that. She went on to express curiosity of commercial in an estate-type setting and that she didn't think this plan would allow that.

Commissioner Johnston mentioned inconsistencies in the Tables and Mr. Watkins replied that his staff was already amending the Tables significantly. Commissioner Johnston suggested that the plan be reviewed with a fine-tooth comb to rid of inconsistencies of the original plan and then decide if we want to make those changes and if the changes show the Master Plan revisions to be sufficient or if a complete rezoning would be required. Mr. Watkins referred to a tape of a previous Board meeting. A brief interchange between Commissioners and Mr. Watkins took place to determine the nature of what was discussed in that meeting. They agreed it was a familiar topic of discussion. Commissioner Nelms asked about the setback on the property and recognized the historical value of the pond on the property.

Commissioner Hubbard asked would it not be more appropriate to re-zone this property versus modifying the PUD without coming back to another hearing. Modifying would require another hearing before the BOC. Mr. Watkins replied re-zoning would most likely not be considered.

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Commissioner Bosch asked which year the tape came from. Commissioner Johnston stated it to be 2006, because that was when they agreed to reduce the lot size for the interior lots.

Chairman Ahrens went over items under the **Chairman's** portion:

- A. The Chairman mentioned an Open Records Request log to be posted on the County's Transparency Page. He stated this will be a work in progress and will show what records have been requested, who requested, whether paid or unpaid, picked up or not picked up, etc. He it should be up on website by next meeting pending contributions by all other departments.
- B. Consideration of candidates for the following Boards/Committees:
 - 1. Cherokee County Development Authority, one opening;
 - 2. Development Authority of Cherokee County, one opening;
 - 3. Resource Recovery Development Authority, minimum of three openings;
 - 4. Board of Ethics, one opening.
- C. Consideration of topics for the BOC Retreat at Barnsley Gardens on Thursday, January 17 and Friday, January 18, 2013. He said the two new Commissioners would be attending and some time would be spent getting them up to speed. The Chairman thought to invite Misti Martin with the Development Authority to spend a little time to discuss aspirations she has and what she sees we have of "raw materials" and how we can focus on those more aggressively.
- D. Consideration of topics for meeting with the State Delegation on Thursday, December 6, 2012 at the Bluffs Conference Room. The Chairman mentioned attending an executive committee meeting and posed a question to the committee regarding Certificate of Needs (CONs). He was told it is anti-competitive, ancient, and market-unfriendly. Commissioner Bosch added that no one was willing to touch it, that it had been tried before with terrible results. The Chairman stated this may end up on our legislative agenda. The Chairman stated another topic of discussion with the State Delegation is to fix the State Code so that no city municipality or county can guarantee a private industry that period.

The Chairman indicated that there have been a lot of complaints regarding the identification process for drivers' licenses and that people seem to think it is

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overkill. Commissioner Hubbard asked if the complaints were for the process or wait time. The answer was both.

The Chairman brought up a conversation with ACCG about the posts and his own role as being non-partisan. Commissioner Bosch commented that this has been on their platform a couple of times. The Chairman asked a question and included Ms. Davis to offer input: Is Cherokee at a point in its evolution, development and complexity that this role should be considered full-time. Commissioner Johnston interjected that it is clearly a full-time job. Commissioner Hubbard concurred. He stated that it is more than consuming mentally and physically. Commissioner Johnston commented that he could not work the position of Chairman of the Board as well as another job at the same time; considering the Chairman is a representative of the County while serving on other Boards and Committees.

The Chairman offered thanks to the elections superintendent Janet Munda and poll workers for getting people through the lines quickly. He added that they had worked hard and trained here at the Bluffs in preparation. Commissioner Bosch shared her experience as a poll manager during a Presidential election and how challenging it is.

Commission Post 4, Jason Nelms

A. Discussion of a vacancy on the Cemetery Preservation Committee for the unexpired term of resigning member, Dave Audia.

Mr. Cooper went over items on the **Consent Agenda**:

- Consider approval to accept the donation of five (5) 12 lead cardiac monitors from Northside Hospital Cherokee for Fire and Emergency Services. We will have an official presentation at some point. Commissioner Bosch asked the cost of the monitors and Mr. Cooper replied that they were valued at \$75,000. Commissioner Hubbard mentioned he thought we already had monitors on all the med units. Chief West spoke from the audience that they would also be added to additional first responder units. Commissioner Hubbard recalled an instance where an individual had suffered a heart attack and this monitor was used on him and the EKG was transmitted while en route to a hospital and in 84 minutes was in the operating room and had a stint placed to open up the artery. Commissioner Bosch added it was without any vital information lost during the transport and was able to go straight in. Commissioner Hubbard stated the gentleman walked out of the hospital three days later.

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- Consider approval to surplus and dispose of office furniture in poor condition and outdated electronic equipment from Cherokee Recreation and Parks Agency. Electronic equipment to be recycled at the next electronics recycling day.
- Consider final acceptance of all public right-of-ways, roadways, and appurtenant drainage structures in the Woodmont Subdivision Unit 14A.
- Consider approval to surplus and dispose of outdated electronic equipment from Juvenile Court.
- Consider approval of Partnership Agreement between Cherokee County and the Cherokee County Board of Education regarding Cherokee County Animal Shelter programs and volunteer opportunities.
- Consider acceptance of grant award of \$134,591 for the Blue Ridge Judicial Circuit Drug Accountability Court for the award period of 10/01/2012 to 06/30/2013. No match required and positions created with grant funds will be eliminated if funding becomes unavailable.

Mr. Cooper went over the **County Manager's** portion:

- Consider adoption of the proposed FY2013 Budget.
- Consider approval of Amendment One to the Professional Services Agreement with SiteMed, Inc., to perform fire fighter physicals. SiteMed has agreed to maintain cost of physicals at \$245 for the first (21) twenty-one physicals and \$245 for remaining physicals.
- Consider agreement for the exchange of real property between the County and Karen C. Cash, to include a 16.179 acre parcel conveyed to the county in exchange for a 14 acre parcel to be conveyed to Ms. Cash. Commissioner Bosch asked if this property is one discussed before.
- Consider approval of the 2013 Annual Action Plan (grant application) in the amount of \$813,777 for submittal to the U.S. Department of Urban Development (HUD) as a prerequisite to receiving Community Development Block Grant (CDBG) funds.

Mr. Cooper indicated the individual recipients and projects. Commissioner Johnston confirmed that we are assured to get this funding. Mr. Cooper replied, yes. Commissioner Bosch interjected to confirm that this amount is what we're asking, but no official approval, yet. Mr. Cooper replied, yes. Mr. Cooper explained that we are one of the few communities that exceed a population of 200,000 that the Department of Urban Development provides direct grant funding

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to the community rather than the state-wide competitive grant funding. Commissioner Johnston commented that should there be a short-fall, we would have to scale these down to match. The grant would have to be used specifically for these or similar purposes. Mr. Cooper assented and further explained they have to meet low to moderate income criteria and that they must apply. He added that the application is reviewed and if it qualifies, then a Public Hearing is held and then presented to the BOC for the final recommendation.

- Consider approval of GEMA Performance Partnership Agreement (PPA) Grant in the amount of \$64,304 for the agreement period of July 1, 2012 to June 30, 2013. The 50% match required is being met with existing approved EMA budget, no additional funds are being requested.
- Consideration of Towne Lake ROA proposal to erect a new subdivision sign at the intersection of Towne Lake Parkway and Bells Ferry Road. Consideration of sign and landscape easements along the frontage of Hobgood Park. The County Engineer and CRPA Advisory Board worked with Towne Lake ROA to draft the sign and landscape agreements with legal descriptions.

Mr. Cooper stated that this item would be postponed until more details were worked out.

- Consider adoption of the 2012 Cherokee County Capital Improvement Element (CIE) and Short Term Work Program (STWP) Annual Update as approved by the Georgia Department of Community Affairs and the Atlanta Regional Commission.
- Consider approval of a change order to the Construction Services Agreement with New South Construction Company, Inc. in an amount not to exceed \$30,000 for construction of a retaining wall and an increase in lawn area for the Aquatic Center. Also requesting approval of additional compensation for Cooper Carry and Ross Construction Engineers in the total amount of \$1,500 to review the proposed changes.

Commissioner Johnston asked if this will actually increase the space inside the fenced area around the outdoor pool. Mr. Cooper confirmed.

- Consider approval of Indigent Burial Assistance Program Policy.

Mr. Cooper explained that state law requires that counties pay for indigent burials. We've been doing this for many years. We are making sure individuals qualify as indigent. Commissioner Bosch commented on a discussion she had on the topic and that many times individuals actually had the money but heard of indigent burials and thought they would be able to get the funds. Mr. Cooper stated we have a more comprehensive application, so it will be a little tougher yet in

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accordance with State law, because if any family member has the money, they are responsible according to the law. Commissioner Bosch interjected that it takes a spot in Pine Knots from someone who may really need it and those are going to be limited. Commissioner Johnston added that the assistance isn't limited to Pine Knot Cemetery, but may help out someone who already has a plot in another cemetery. Commissioner Bosch commented that a true indigent would need that spot because a plot is a hefty cost.

- Consider approval to award Motorola, Inc. a Professional Services Agreement in the amount of \$395,130 for the installment of a new IP Based Geo-Diverse Telephone System for the Primary E-911 System.

Mr. Cooper gave a background on problems with the phones at the 9-1-1 Center, stating that it is essential to replace the phones. Commissioner Bosch commented that because the Marshal's Office jumped on the problem, that no one really saw the problem yet, it was more internal.

- Consider an amendment for separation of employment for an individual who would like to come back and work part time.

Mr. Cooper explained that the County would pay employee's portion of insurance and the County's portion, and the employee would pay the family member's portion. He added that this agreement, bringing the employee back part time, would be an overall savings of about \$165,000 over a four-year period.

Ms. Davis went over the **County Attorney's** portion:

- Consider adoption of the tax levy resolution by the Cherokee County School District. Ms. Davis referred to Mr. Roger Murray to present the tax levy resolution requested by the School Board. Mr. Murray recalled the voters in the School District voting for a referendum in 2011. The School Board has decided to move forward with issuing the bonds. Prior to issuing, State law requires that the County on behalf of the School District levy an ad valorem property tax sufficient to repay those bonds as they become due. He stated Ms. Davis reviewed and he drafted the tax levy resolution. Commissioner Johnston commented that he understood there is a quirk in State law that says while they have the right to approve it, it also does not give the right to disapprove it. Mr. Murray mentioned that the law disallows the tax to be included in the millage rate, that it must always be allocated and associated with the School District. Commissioner Johnston clarified that should SPLOST revenues be insufficient and the School Board was to approve a back-up millage rate to support that, they would be required to do so. Mr. Murray went over the difference between levying a tax and collecting a tax. He also confirmed Commissioner Johnston's statement. He then

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asked for any questions. The Chairman mentioned this item would be moved up the agenda for the Regular Meeting.

The Chairman asked if there was anything else. Hearing none, Commissioner Hubbard made a motion to adjourn to Executive Session at 5:04 p.m. Commissioner Nelms seconded and the motion carried unanimously.

MINUTES

Cherokee County Board of Commissioners

November 6, 2012

Regular Meeting

CHEROKEE HALL 6:00 PM

INVOCATION

Reverend Eynon with Woodstock Christian Church gave the invocation.

PLEDGE OF ALLEGIANCE

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

Chairman Ahrens led the Pledge of Allegiance.

CALL TO ORDER

CHAIRMAN AHRENS

Chairman Ahrens called the regular meeting to order at 6:12 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 a motion to ratify closure of Executive Session at 6:05 p.m.; Commissioner Hubbard made the motion; Commissioner Bosch seconded and there was unanimous approval.

PRESENTATIONS

None Scheduled.

AMENDMENTS TO AGENDA

1. Under County Manager Portion: Add Consider approval of separation agreement.
2. Add Approval of BOC/RRDA Joint Called Meeting Minutes for November 1, 2012.
3. Add Approval of BOC/RRDA Joint Called Meeting Executive Session minutes for November 1, 2012
4. Move item 3.1 from County Attorney Portion to follow the approval of minutes.

5. Under County Attorney portion, add Consent Order Carson vs. Board of Elections.

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

ANNOUNCEMENTS

1. Road Closing

Harmony Drive will be closed to through traffic at its southerly intersection with SR 20, from November 6, 2012, for a period of 30 days, for intersection reconstruction associated with the SR 20 improvement project. A posted detour utilizing Jay Green Road will be provided. Questions regarding the detour should be directed to the Georgia Department of Transportation at (770) 387-3680.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM OCTOBER 16, 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 OCTOBER 16, 2012

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

APPROVAL OF REGULAR MEETING MINUTES FROM OCTOBER 16, 2012.

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

AMENDED: APPROVAL OF BOC/RRDA JOINT CALLED MEETING MINUTES FROM NOVEMBER 1, 2012.

Commissioner Nelms made a motion to approve; Commissioner Johnston seconded and there was 4-0 approval with Commissioner Bosch abstaining due to her absence at that meeting.

AMENDED: APPROVAL OF BOC/RRDA JOINT CALLED MEETING EXECUTIVE SESSION MINUTES FROM NOVEMBER 1, 2012.

Commissioner Hubbard made a motion to approve; Commissioner Nelms seconded and there was 4-0 approval with Commissioner Bosch abstaining due to her absence at that meeting.

AMENDED: County Attorney

3.1 Consider adoption of the tax levy resolution by the Cherokee County School District.

Angie Davis turned the discussion over to the attorney for the School Board, Tom Roach. Mr. Roach explained that the State Constitution requires that the County on behalf of the School District levy an ad valorem property tax sufficient to repay those bonds as they become due in the event of non-sufficient collection of SPLOST funds. He added that the likelihood of that happening is very slim. Commissioner Johnston restated what he mentioned at Work Session, that basically per the State Law, the Board of Commissioners is required to impose this tax upon request of the School Board.

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

PUBLIC HEARINGS

1. The Cherokee County Board of Commissioners will hold a public hearing on November 6, 2012 at 6:00 p.m. in Cherokee Hall at the Cherokee County Administrative Building located at 1130 Bluffs Parkway, Canton, GA 30114 regarding a revision to Article 7, Section 7.7-15c of the Cherokee County Zoning Ordinance. The revision would remove the five (5) acre minimum area for private and parochial schools located in commercial districts. The public is invited to attend. The Board of Commissioners will consider adoption of the revised ordinance after the hearing.

Commissioner Hubbard called for the opening of the Public Hearing at 6:19 p.m.; Commissioner Bosch seconded and there was unanimous approval.

Mr. Jeff Watkins recommended language in Article 7.7-15c, Paragraph I, be amended to state, "Such development shall have a minimum of (5) five acres in 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." He stated that allowing smaller lot sizes was in an effort to make small schools more viable in the commercial areas.

One person had signed up to speak:

1. Thomas Weaver spoke in support of the amended ordinance.

Commissioner Hubbard called for closure of the Public Hearing at 6:20 p.m.; Commissioner Nelms seconded and there was unanimous approval.

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

2. The Cherokee County Board of Commissioners will hold a public hearing on November 6, 2012 at 6:00 p.m. in Cherokee Hall at the Parkway, Canton, GA 30114 to consider amending the conditions of the zoning case # 90-09-018 Thomas Presley Blue Green Corp. (Also known as Etowah River Tract) to adopt the Etowah Land Development Standards as an addendum.

Commissioner Hubbard called for the opening of the Public Hearing at 6:22 p.m.; Commissioner Bosch seconded and there was unanimous approval.

Mr. Watkins began the overview as presented earlier in Work Session. He said that the set of standards the Board had before them had been prepared for the project known as the Etowah River Tract located on 369 and 372. He said that the plan is an addendum to the zoning case for that particular PUD. He said the history of this project included donations of land to CCWSA and the CCSD and a recreation site to the County.

Mr. Watkins stated that this information was presented at a Work Session in June as an item for public discussion for feedback and guidance from the Board.

Three people had signed up to speak. A fourth person from the audience asked to be added to the list.

1. Linda Flory signed up to speak in opposition of the changes, asking the Board to make no changes to the PUD. She added that the Developer has sold the land back to the land owner for ten cents on the dollar.
2. Gary Hite spoke in opposition to the changes, stating that this plan that was originally approved in 1990 under a single Commissioner would never have been approved by this Board. He asked for no further changes that would compound problems in that area. He views certain buildings to be inappropriate.
3. Angie Hunter spoke in opposition to the changes. She stated the sentimental value of the area.
4. Bill Ray spoke in opposition to the changes. Among his concerns were the protection of the wells in the community and the roads.

Commissioner Bosch asked what the motivation was to revise the plan. Mr. Watkins replied that the book would be used by staff as a tool to regulate development as it comes through. Commissioner Bosch asked Angie Davis about the sunset provision. Ms. Davis responded that it's been done before on old zonings. She said we've always had some concern with it. Under zoning law, if you're constitutionally entitled to the zoning and you provide it then take it away, it's somewhat problematic. It is of concern based on the zoning right of the property owner. However, in this case it is not clear if it can be discussed due to the amount of money spent on the property. Commissioner Bosch

added that they already have their zoning, now the question is how to make it work best. Commissioner Johnston stated that they do not have the power to take away the approval from 1990 and the revisions made in 1994 and 1996, so the question now is what to do. He went over some of the revisions: Street design – he said he had no problem with; design of homes and landscaping etc. He said problem is that it appears to be in conflict with what is currently approved such as lot sizes calling for a reduction now in interior lots. He said this also in his opinion supersedes the number of residential units. Setbacks are much smaller than the setbacks listed in the letter attached to the original zoning. The letter was a part of the resolution and action was taken as a result of it. Commissioner Johnston suggested reviewing the plan with a fine-toothed comb and comparing it to the original resolution on the zoning. He added again that they have their approval already and we can't stop it, we can only try to make the best of it. From Work Session discussion, Commissioner Johnston restated his concern over the difference between the plan shown and the inconsistencies with the original plan. He asked Mr. Watkins to make the plan clear and to fully reconcile it to the existing plan. and then bring it back to Commissioners allowing plenty of time for them to read it to compare for consistency. He added that the plan was already too intense for the area and that they did not need to make it any worse. Commissioner Bosch added that it did need to be fine-tuned over the next couple of weeks to allow staff the tools needed for regulation but without more damage. Commissioner Hubbard expressed concern over the mixed-use lots.

Commissioner Hubbard called for closure of the Public Hearing at 6:39 p.m.; Commissioner Nelms seconded and there was unanimous approval.

Chairman Ahrens stated that no motion was needed at this time. Commissioner Johnston asked that the revised plan be provided to the Commissioners in plenty of time to review and compare them for consistency prior to being presented at a future meeting.

PUBLIC COMMENT

One person had signed up to speak:

1. Carolyn Cosby asked the Board consider an addendum to change the dates previously suggested regarding the forensic audit from January 2006 to present to December 31, 2004 to present to allow the auditors documents during that time period as requested. The Chairman interjected that no documents requested by the auditors would be withheld. She stated that she was happy to see in the budget that there was a delay in capital spending. She asked that the Board request assistance from the Committee for the cuts to come in 2014. She commented on the fire at Ball Ground Recycling. She then offered her name as a candidate for the RRDA Board.

Commissioner Johnston asked if it would be appropriate to discuss the fire. The Chairman replied that it was on his list of topics to discuss. Chief Prather was asked to

the podium to speak about the fire. He said that there was no immediate danger to the citizens. He said that they have been moving equipment as needed out there to protect that. He said they are doing an exceptional job and the EPD is satisfied with the way the firefighting efforts are going. He said that the fire is basically out, but the area is still smoking and the problem exists that a fire could erupt again so it is being monitored carefully. Commissioner Johnston added that the bulk of the material that has burned had no value.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

A. Discussion on Open Records Requests log posted on County's Transparency Page.

Chairman Ahrens commented on the document showing a summary of Open Records requests, who requested records, topics summarized, whether they were paid for or picked up etc. He added that contributions were needed from other departments before the list would be posted to the County's Transparency Page, but that it would be posted hopefully by the next meeting date.

B. Consideration of candidates for the following Boards/Committees:

Chairman Ahrens went over the vacancies or pending vacancies of the CCDA, the DACC and the Board of Ethics, asking for input from the Board and from citizens for interested candidates.

1. Cherokee County Development Authority, one opening;

The Chairman said that this Board, the Constitution Authority, is made up mostly of City appointments but that the County has an opening coming up on December 31, 2012. He added that this Board does not meet regularly, but on an as-needed basis.

2. Development Authority of Cherokee County, one opening;

The Chairman said that this Board would have a vacancy due to someone leaving and then several reappointments coming up. He added that this is a very active Board and they hoped to have new members appointed by the first or second meeting in January.

4. Board of Ethics, one opening;

Chairman Ahrens spoke about the vacancy due to the resignation of Sheila Auffrey.

Commissioner Bosch spoke about concerns with one person serving on multiple Boards and said that perhaps there should be a policy to prevent this in order to allow other citizens an opportunity to serve. She added that most of her appointments had been new to serving and all were quite successful.

3. Resource Recovery Development Authority, minimum of three openings;

He then went over the RRDA, summarizing what was decided at the last meeting which was that the Board would evolve to a majority of non-elected membership, starting with three new members by January 2013 or when a contract was signed, whichever was sooner, then two more non-elected members by July 2013 or sooner. He added that this transition would allow the new members the opportunity to be a part of the discussion of operators, etc. He said he was asking for these to be appointee designees to become effective January 1, 2013 or sooner if we get a contract in place. He named the appointee designees as Tom Ware, Jeff Duncan and Troy Welker.

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

Commissioner Johnston commented that all of these candidates were very well qualified and that although they were on friendly terms with the Board, they have shown that they would be quick to let them know what they think.

C. Consideration of topics for the BOC Retreat on Thursday, January 17 and Friday, January 18, 2013.

The Chairman asked the Commissioners to be thinking about topics for discussion at the Retreat. He added that he would ask the new Commissioners, Raymond Gunnin and Brian Poole, to be thinking of topics as well. He said the basics that they will go over at the retreat include a review of the past year, Cherokee County Strategic Plan, Ethics Ordinance, Lifelong Communities, and Economic Development. In Work Session he mentioned maybe seeking Misti Martin's input from the Development Authority.

D. Consideration of topics for meeting with the State Delegation on Thursday, December 6, 2012.

Chairman Ahrens said that the Delegation would meet at the Bluffs in the BOC Conference Room all day on December 6 and that the Board would get an hour of their time prior to the upcoming session. He asked everyone including the citizens to be thinking of what they'd like their Commissioners to discuss at these meetings. A list of things he had included unfunded mandates, Resource Recovery Development Authority

change of state laws, Certificates of Need, Full Time Chairman BOC, Drivers' License angst and GA 20 work/costing local business a lot of revenue.

Chairman Ahrens then acknowledged the hard work of Elections Superintendent, Janet Munda, and staff in the efficiency in which the election was run. He said that due to the hard work and training of pole workers, the process was well-organized with very little waiting time.

COMMISSION POST 1

HARRY B. JOHNSTON

COMMISSION POST 2

JIM HUBBARD

VICE CHAIR/COMMISSION POST 3

KAREN BOSCH

COMMISSION POST 4

JASON NELMS

- A. Discussion of vacancy on Cemetery Preservation Committee for the unexpired term of resigning member Dave Audia.

Commissioner Nelms said that Dave Audia was moving to Virginia and that he would be missed as a citizen and a member of the Cemetery Preservation Committee. He turned the discussion over to Margaret Stallings to give an overview of the Committee responsibilities. Ms. Stallings said the Committee's responsibilities included keeping inventory and status of cemeteries, making sure the property is maintained and reporting information to the BOC on issues. Commissioner Nelms then asked for interested persons to contact him about the vacancy.

CONSENT AGENDA

- 1.1 Consider approval to accept the donation of five (5) 12 lead cardiac monitors from Northside Hospital Cherokee for Fire and Emergency Services.
- 1.2 Consider approval to surplus and dispose of office furniture in poor condition and outdated electronic equipment from Cherokee Recreation and Parks Agency. Electronic equipment to be recycled at the next electronics recycling day.

- 1.3 Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Woodmont Subdivision Unit 14A.
- 1.4 Consider approval to surplus and dispose of outdated electronic equipment from Juvenile Court.
- 1.5 Consider approval of Partnership Agreement between Cherokee County and the Cherokee County Board of Education regarding Cherokee County Animal Shelter programs and volunteer opportunities.

Mr. Cooper asked to strike the provision that identified a \$10 reduction on adoptions. He said that it is conflict with the resolution setting fees that was recently adopted. He said that the shelter routinely holds special events that could meet those needs, but he'd rather than have it in the partnership agreement.

- 1.6 Consider acceptance of grant award of \$134,591.00 for the Blue Ridge Judicial Circuit Drug Accountability Court for the award period of 10/01/2012 to 06/30/2013. No match required and positions created with grant funds will be eliminated if funding becomes unavailable.

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

COUNTY MANAGER

- 2.1 Consider adoption of the proposed FY2013 Budget.

Mr. Cooper gave a brief overview of the proposed budget that was presented during Work Session. He thanked everyone including those who gave their input and suggestions at the Public Hearing. He then requested the adoption of the budget in the amount of \$189.5M.

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

- 2.2 Consider approval of Amendment one to the Professional Services Agreement with SiteMed, Inc., to perform fire fighter physicals. SiteMed has agreed to maintain

cost of physicals at \$245.00 for the first twenty-one (21) physicals and \$255.00 for remaining physicals.

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

2.3 Consider agreement for the exchange of real property between the county and Karen C. Cash, to include a 16.179 acre parcel conveyed to the county in exchange for a 14 acre parcel to be conveyed to Ms. Cash.

Mr. Cooper said that the agreement was reviewed and approved by the County Attorney. He stated that the value of the land being exchanged is the same. He said the property we are receiving is just north of the terminal and will be used to build a maintenance hangar and other hangars. He also stated that the land exchange was recommended by the Airport Authority.

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

2.4 Consider approval of the 2013 Annual Action Plan (grant application) in the amount of \$813,777.00 for submittal to the U.S. Department of Urban Development (HUD) as a prerequisite to receiving Community Development Block Grant (CDBG) funds.

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

2.5 Consider approval of GEMA Performance Partnership Agreement (PPA) Grant in the amount of \$64,304.00 for the agreement period of July 1, 2012 to June 30, 2013. The 50% match required is being met with existing approved EMA budget, no additional funds are being requested.

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

2.6 Consideration of Towne Lake ROA proposal to erect a new subdivision sign at the intersection of Towne Lake Parkway and Bells Ferry Road; Consideration of sign and landscape easements along the frontage of Hobgood Park. The County Engineer and CRPA Advisory Board worked with Towne Lake ROA to draft the sign and landscape agreements with legal descriptions.

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

2.7 Consider adoption of the 2012 Cherokee County Capital Improvement Element (CIE) and Short Term Work Program (STWP) Annual Update as approved by the Georgia Department of Community Affairs and the Atlanta Regional Commission.

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

2.8 Consider approval of a change order to the Construction Services Agreement with New South Construction Company, Inc. in an amount not to exceed \$30,000.00 for construction of a retaining wall and an increase in lawn area for the Aquatic Center. Also requesting approval of additional compensation for Cooper Carry and Ross Construction Engineers in the total amount of \$1,500.00 to review the proposed changes.

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

2.9 Consider approval of Indigent Burial Assistance Program Policy.

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

2.10 Consider approval to award Motorola, Inc. a Professional Services Agreement in the amount of \$395,130.00 for the installment of a new IP Based Geo-Diverse Telephone System for the Primary E-911 System.

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

Commissioner Johnston asked if this was budgeted as SPLOST and the reply was yes.

2.11 **AMENDED:** Consider approval of separation agreement.

Mr. Cooper said that the Sheriff's Office will transfer monies from their budget to cover the insurance premiums until age 65. He added that the individual would pay for any family member's portion as well as the employee portion while they are employed here, which is anticipated at four years. He said that with the costs associated with the medical insurance premiums, the County will still save \$165,000.00 over the next four years. He said the employee will come back to work for the County on a part-time basis.

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

3.1 AMENDED: Moved up in Agenda. Consider adoption of the tax levy resolution by the Cherokee County School District.

3.2 Amended: Carson vs. Board of Elections.

Angie Davis stated that coming out of Executive Session, she was asking for the Board's motion and approval of presenting a Consent Order to the court regarding the case known as of Carson vs. Board of Elections.

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

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Hubbard made the motion to adjourn at 7:50 p.m.; Commissioner Nelms seconded and the motion received unanimous approval.

Cherokee County, Georgia
Agenda Request

Work session

SUBJECT: 2012 Comm. Dev. Report

MEETING DATE: 11/20/2012

SUBMITTED BY: Jeff Watkins

COMMISSION ACTION REQUESTED:

Presentation at Work Session

FACTS AND ISSUES:

Present workload facts and figures from Building Permits / Inspections / Business License, highlight website tools and introduce coming services to the operations of Building Inspections department and DSC

BUDGET:

| | | |
|-----------------------|------|---------------|
| Budgeted Amount: | \$ | Account Name: |
| Amount Encumbered: | \$ 0 | Account #: |
| Amount Spent to Date: | \$ 0 | |
| Amount Requested: | \$ | |
| Remaining Budget: | \$ | |

Budget Adjustment Necessary:

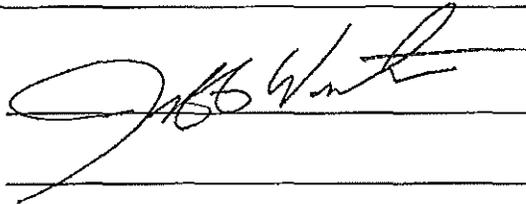
ADMINISTRATIVE RECOMMENDATION:

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:





Service you can build on

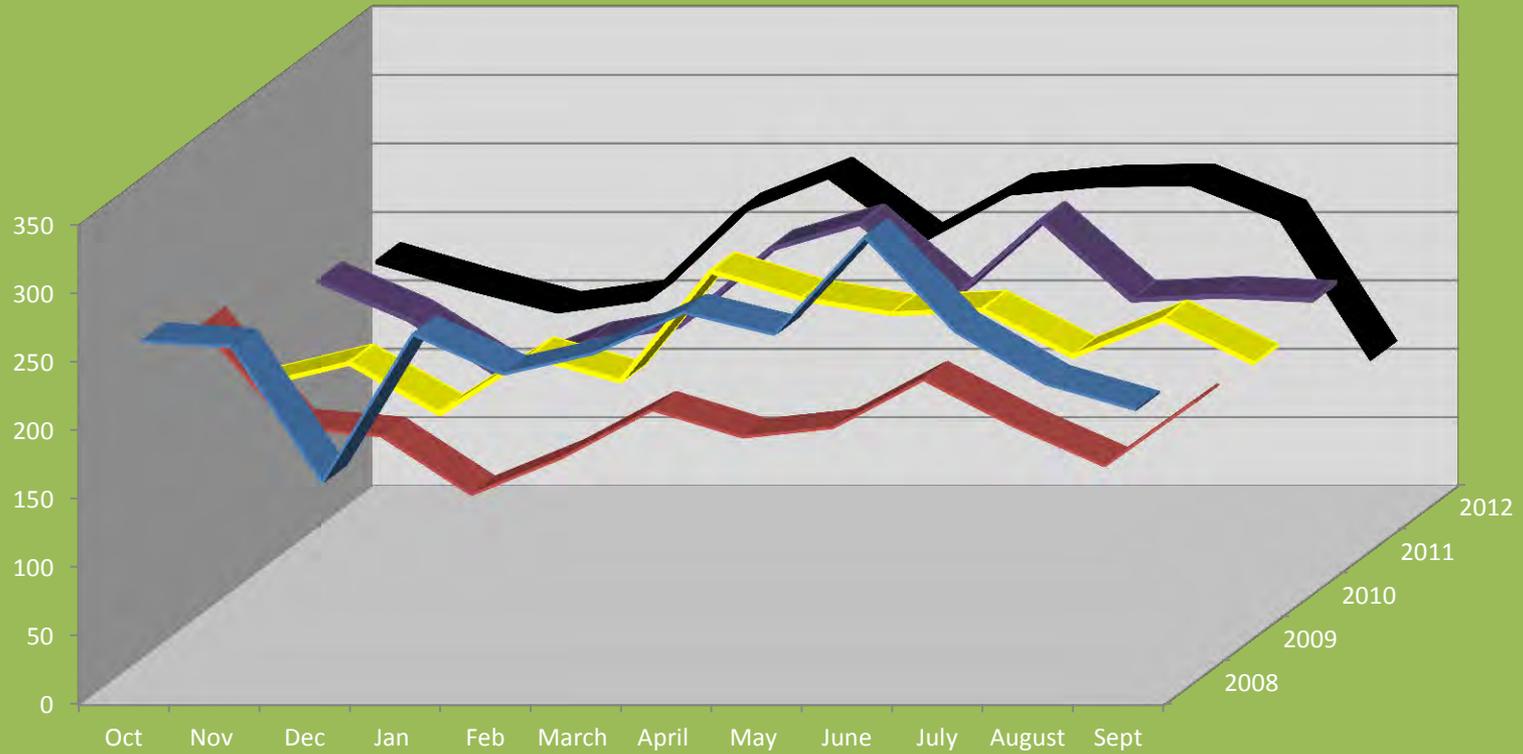


Building Permits Issued

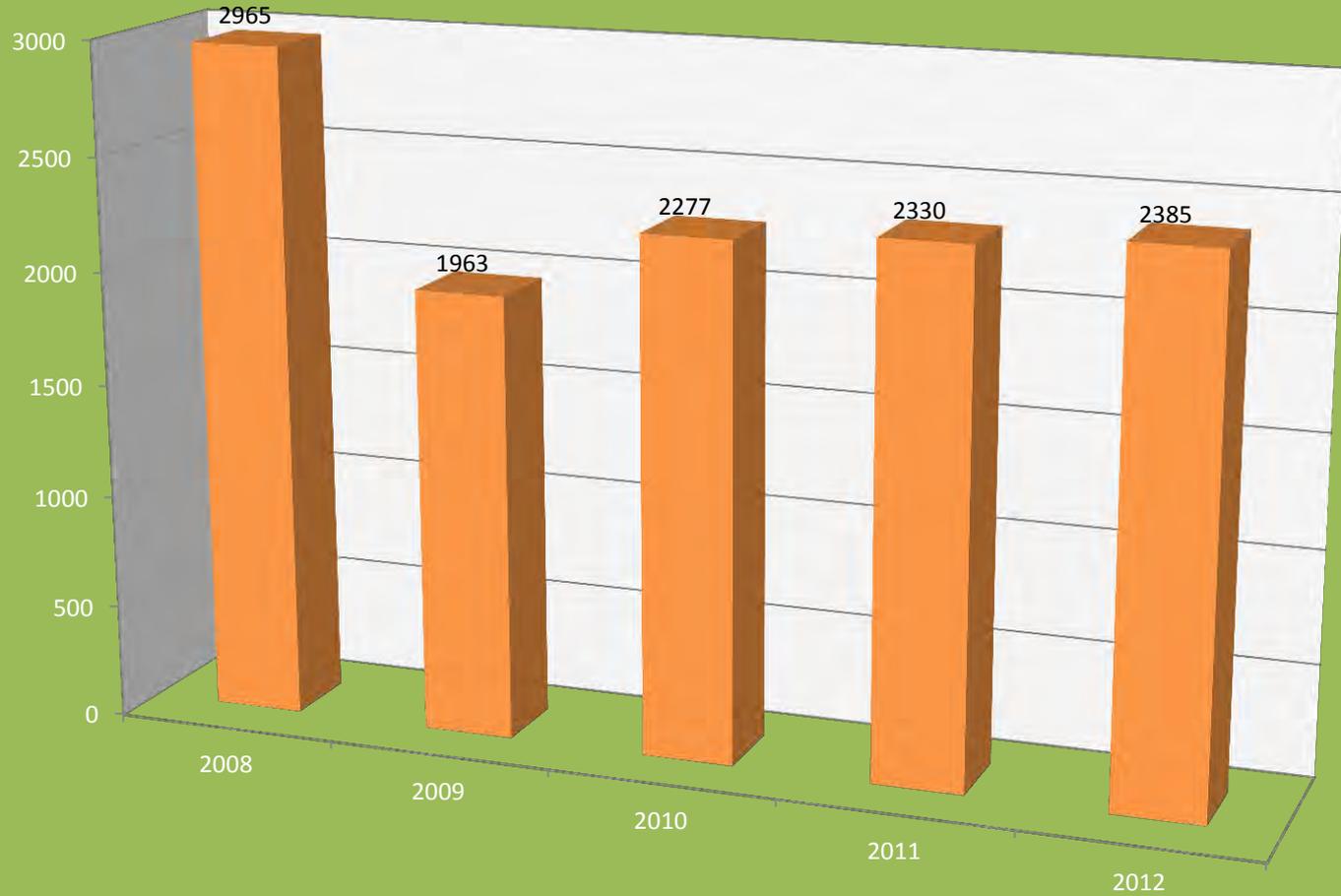
| | 2008 | 2009 | 2010 | 2011 | 2012 |
|------------|-------------|-------------|-------------|-------------|-------------|
| Oct | 256 | 236 | 160 | 204 | 186 |
| Nov | 252 | 161 | 176 | 176 | 167 |
| Dec | 153 | 155 | 139 | 135 | 150 |
| Jan | 261 | 112 | 181 | 160 | 159 |
| Feb | 232 | 139 | 163 | 171 | 222 |
| March | 247 | 174 | 243 | 227 | 248 |
| April | 277 | 154 | 223 | 246 | 200 |
| May | 261 | 161 | 212 | 190 | 236 |
| June | 332 | 196 | 215 | 248 | 242 |
| July | 263 | 162 | 181 | 190 | 243 |
| August | 225 | 133 | 208 | 193 | 217 |
| Sept | 206 | 180 | 176 | 190 | 115 |
| YTD | 2965 | 1963 | 2277 | 2330 | 2385 |
| Average | 248 | 164 | 190 | 195 | 199 |
| Median | 254 | 161 | 181 | 190 | 208.5 |

- Based analysis on current FY (Oct – Sep)
- 3rd straight year of increase in permits issued

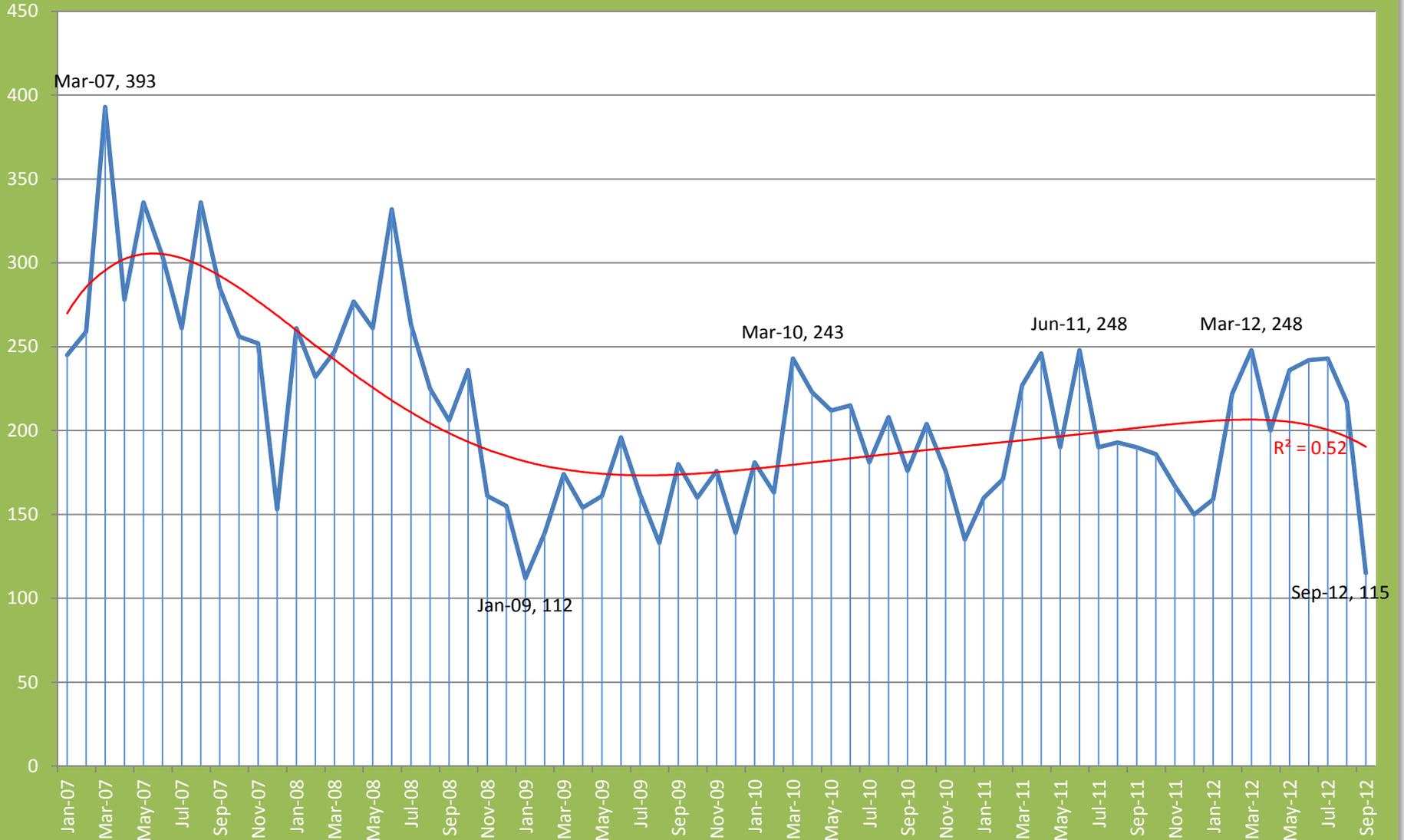
Building Permits by Month 2008 - 2012



Building Permits YTD 2008-2012 FY

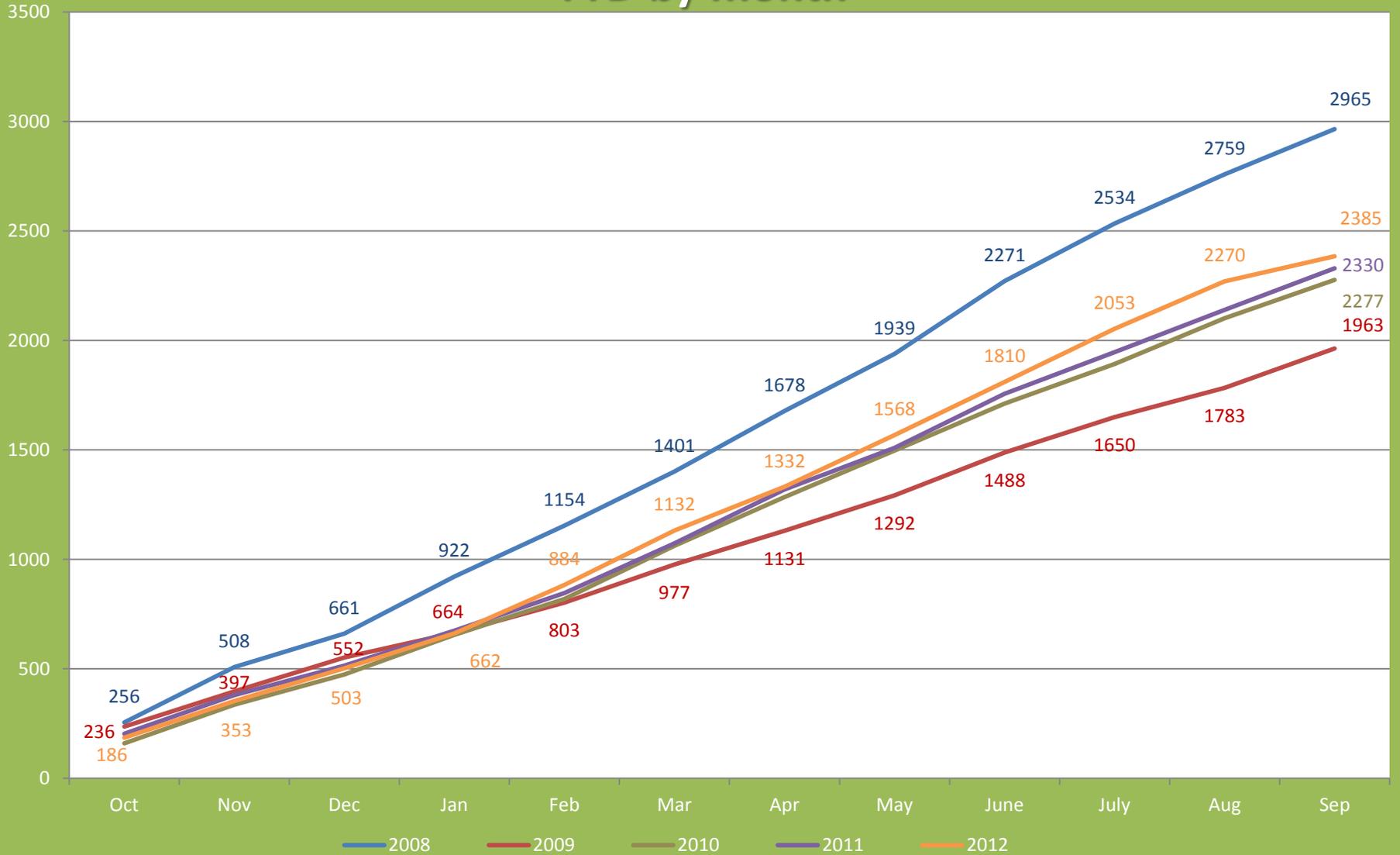


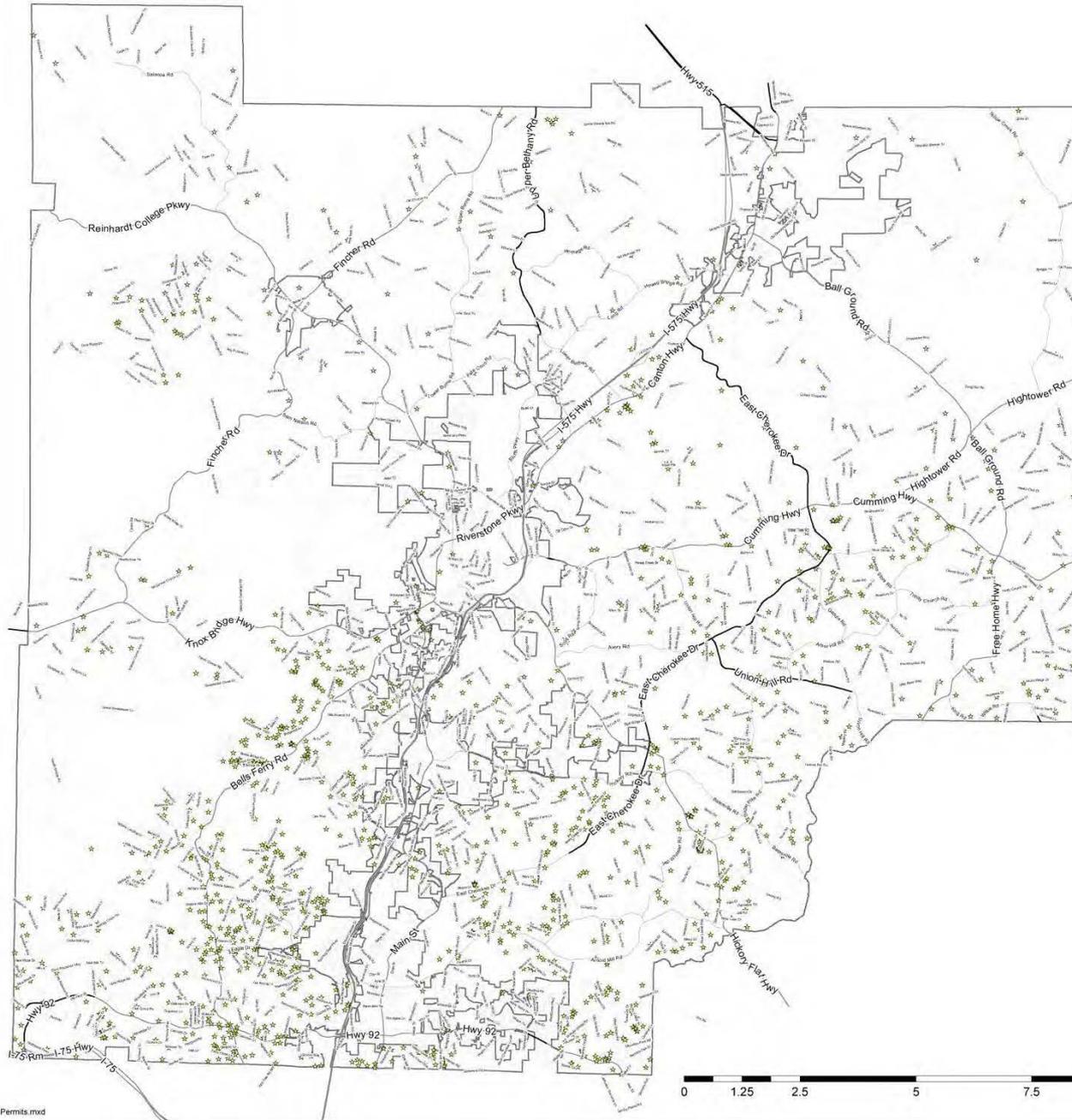
Building Permits by month 2007-2012



Building Permits Issued FY 2008-2012

YTD by month





Legend

- * Open Permits
- Cherokee County

Map Description

OpenPermits

Date of Creation
4/25/2012

Produced by:
Cherokee County GIS

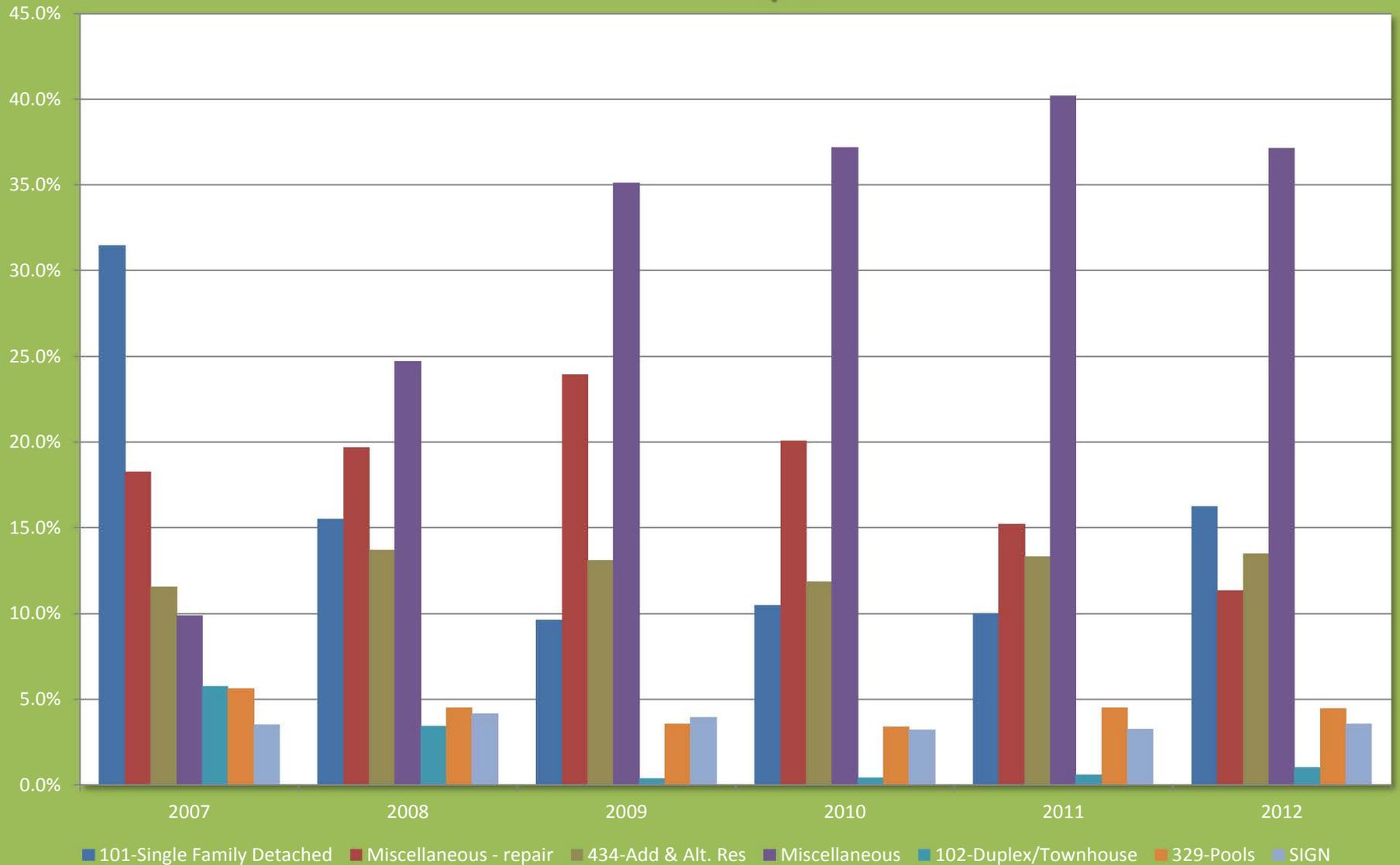


This Map Has Been Compiled From The Most Up To Date And Reliable Sources Available. Cherokee County Assumes No Responsibility For Errors Or Omissions Contained Within This Map. No Warranties or Representations Are Expressed Or Implied in Fact Or In Law.



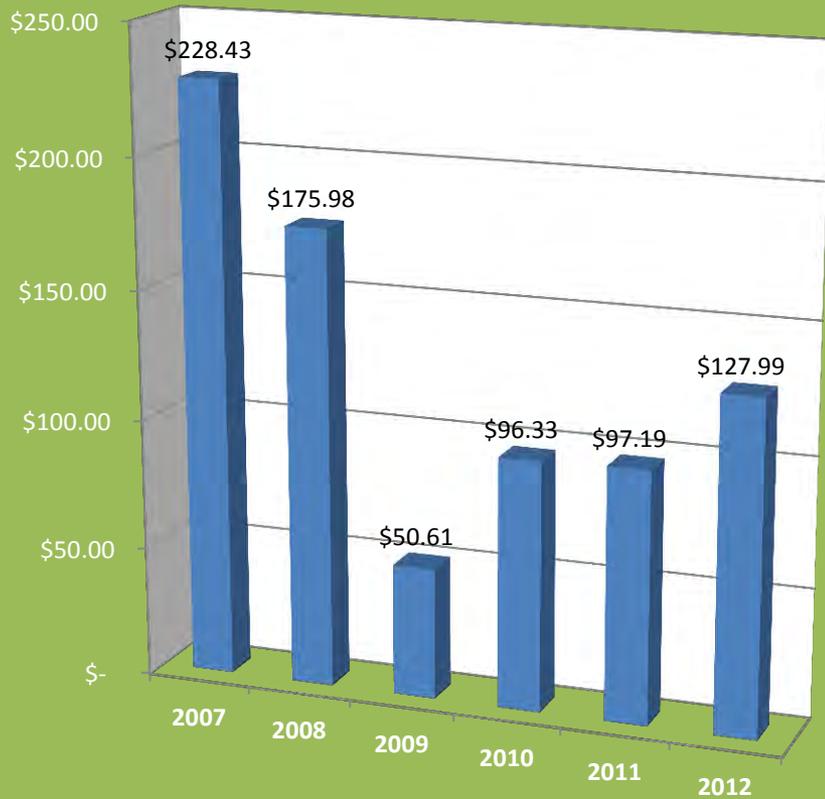
% of Total Permit Types Issued 2007 - 2012

Top 5

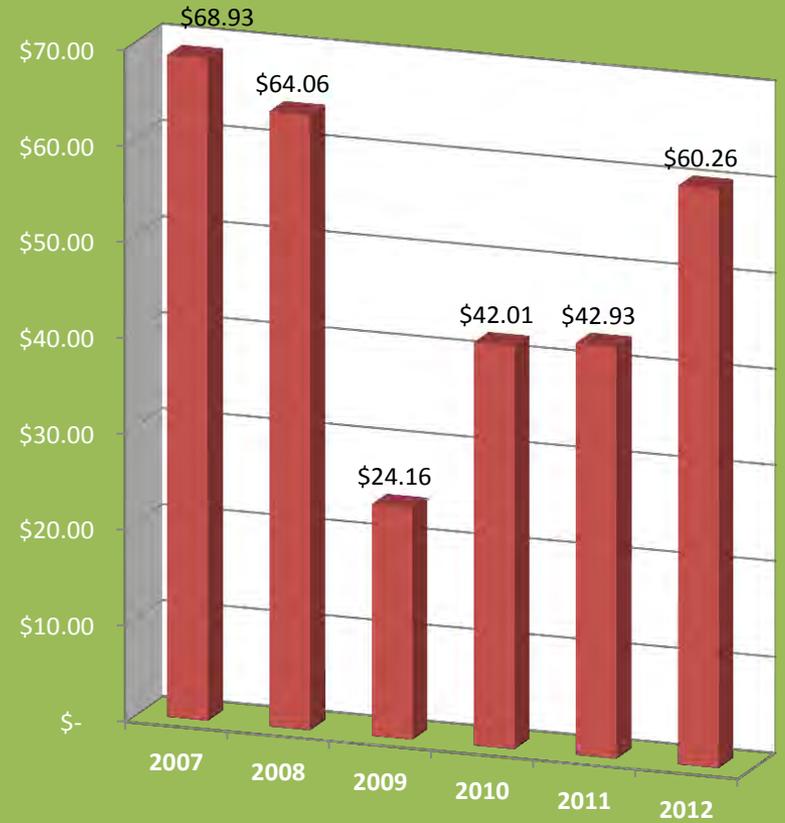


Construction Value

Total Construction Value (in millions)



Avg. Const. Value / Permit (1,000's)



SF Detached Permit Type 2007-2012



■ Total Construction Value of SF Detached Permits (100k's)

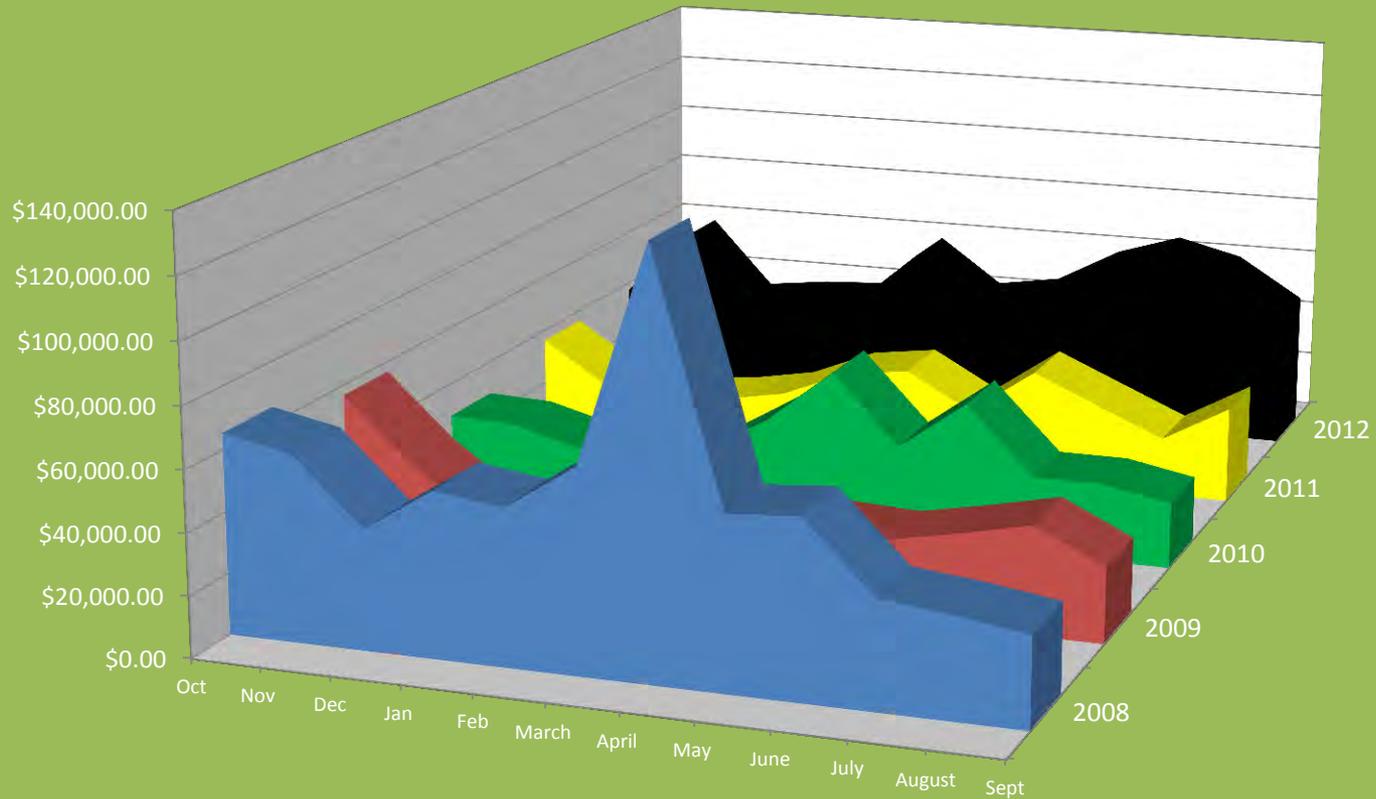
■ # of SF detached Permits issued

Revenue from Building Permits

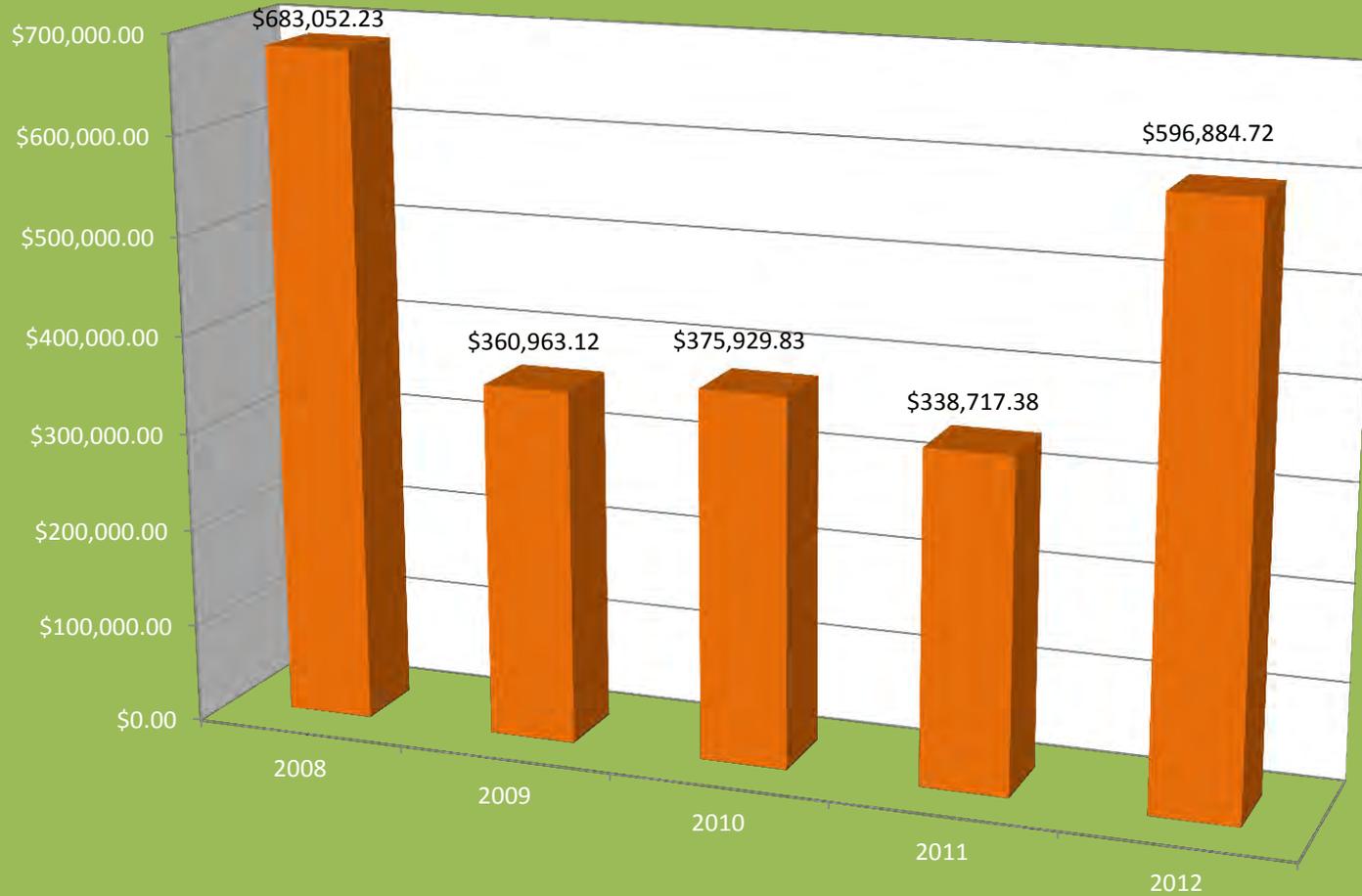
| | 2008 | 2009 | 2010 | 2011 | 2012 |
|--------|--------------|--------------|--------------|--------------|--------------|
| Oct | \$65,279.29 | \$56,573.68 | \$28,364.84 | \$36,140.59 | \$37,094.58 |
| Nov | \$60,673.98 | \$35,507.15 | \$27,402.22 | \$21,611.59 | \$59,962.18 |
| Dec | \$39,156.99 | \$19,224.01 | \$21,399.41 | \$18,421.58 | \$35,919.20 |
| Jan | \$53,818.91 | \$22,418.81 | \$23,001.56 | \$20,021.71 | \$38,678.96 |
| Feb | \$50,755.65 | \$22,893.49 | \$24,026.64 | \$24,195.68 | \$39,906.39 |
| March | \$65,977.09 | \$34,941.77 | \$37,746.39 | \$33,609.20 | \$59,722.67 |
| April | \$136,454.11 | \$23,214.68 | \$56,244.64 | \$36,696.81 | \$43,577.61 |
| May | \$56,013.61 | \$27,697.29 | \$32,764.29 | \$24,073.02 | \$47,219.07 |
| June | \$57,850.98 | \$26,554.82 | \$49,655.14 | \$40,162.14 | \$59,623.47 |
| July | \$35,109.49 | \$31,003.88 | \$26,592.63 | \$30,207.11 | \$66,888.04 |
| August | \$32,636.44 | \$36,025.88 | \$26,549.56 | \$20,323.98 | \$61,228.02 |
| Sept | \$29,325.69 | \$24,907.66 | \$22,182.51 | \$33,253.97 | \$47,064.53 |
| YTD | \$683,052.23 | \$360,963.12 | \$375,929.83 | \$338,717.38 | \$596,884.72 |
| AVG | \$56,921.02 | \$30,080.26 | \$31,327.49 | \$28,226.45 | \$49,740.39 |
| Median | \$54,916.26 | \$27,126.06 | \$26,997.43 | \$27,201.40 | \$47,141.80 |

- 76% increase in Revenue from 2011
- Adjusted Bldg. Permit fees in 2011 to capture cost of delivering service
- 5 months of revenue > \$ 50,000

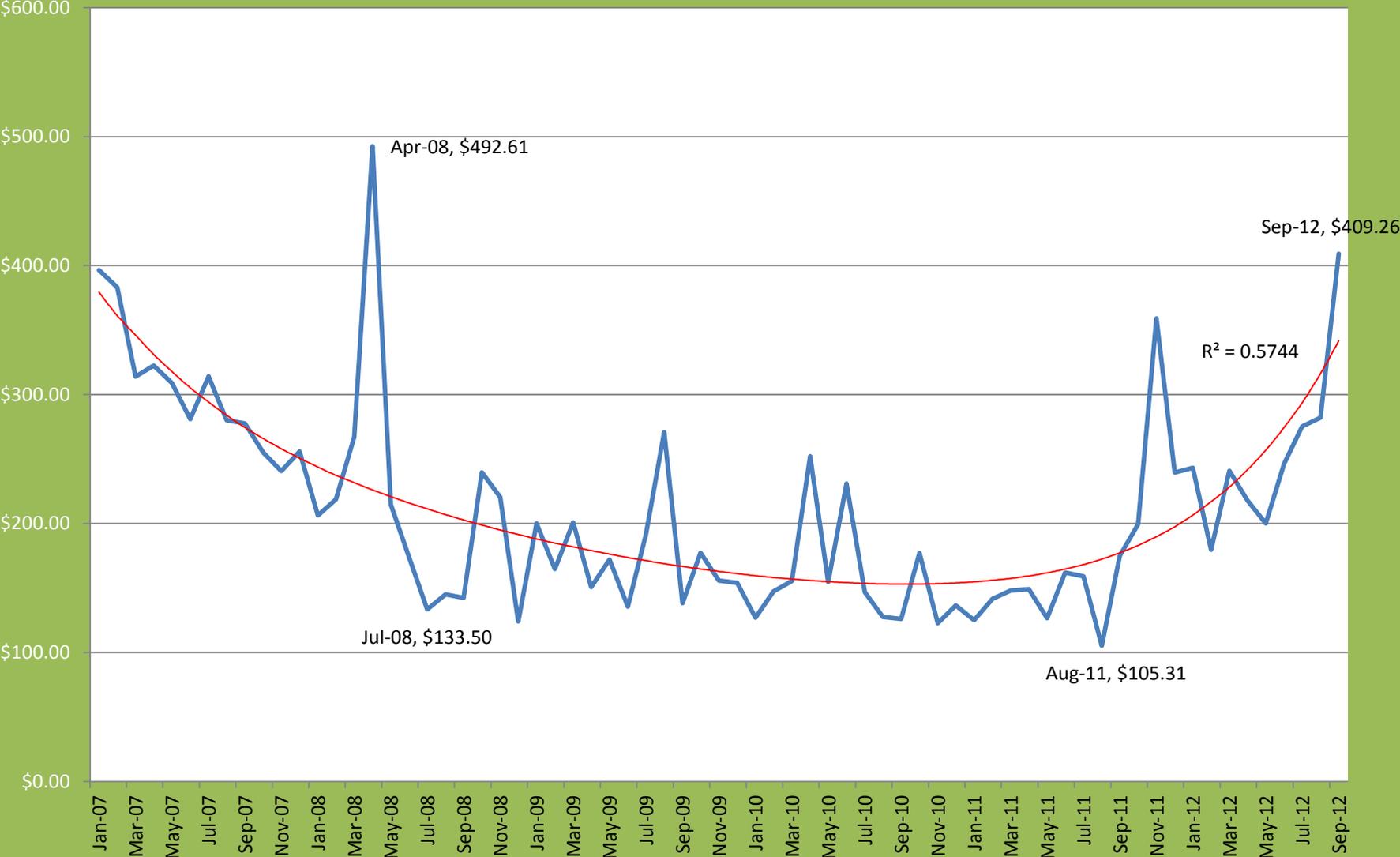
Building Permit Revenue by month 2008-2012



Building Permit Revenue FY 08-12



Avg. Revenue / Bldg. Permit by Month 2007-2012

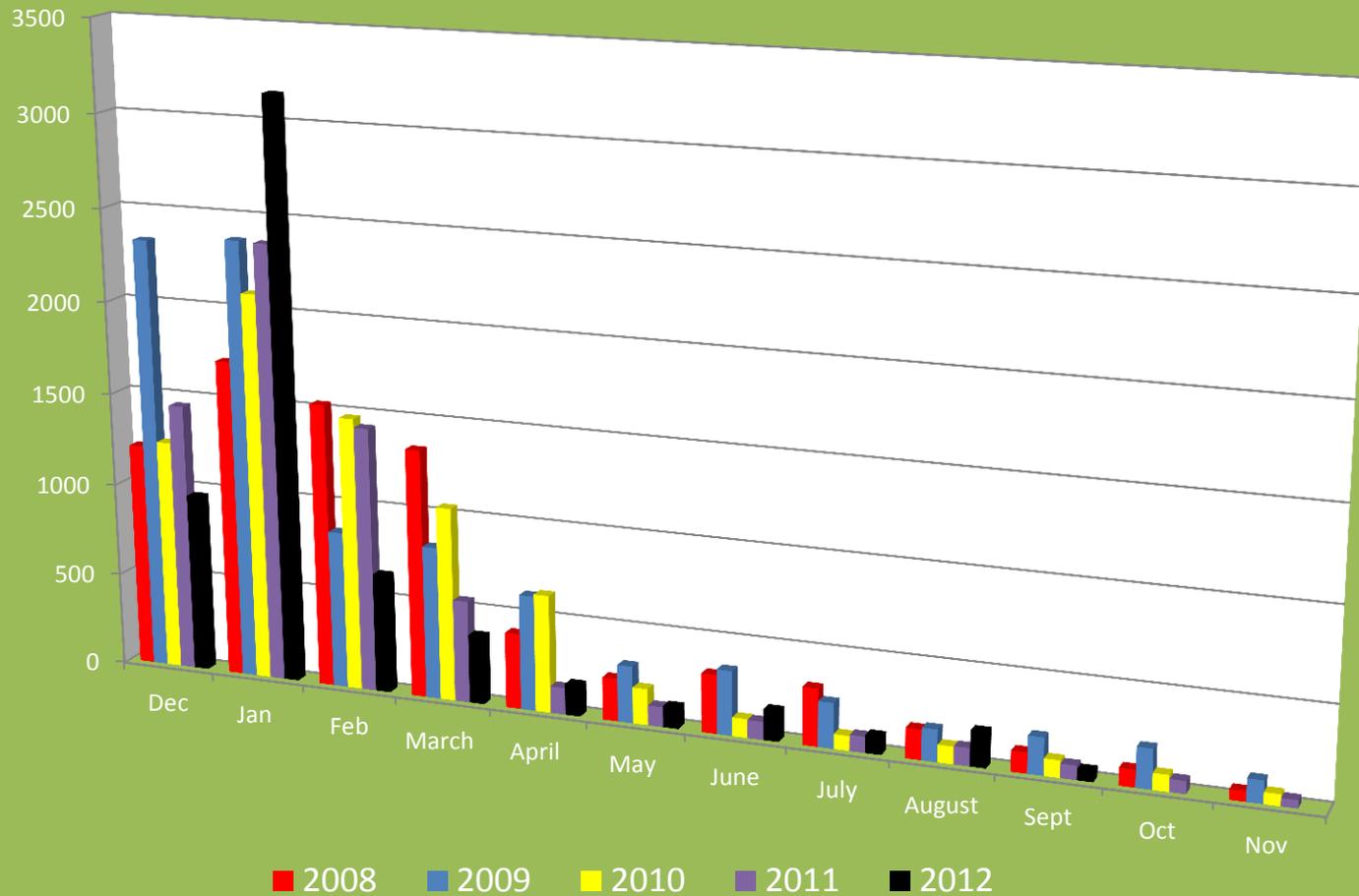


Occupation Tax Certificates

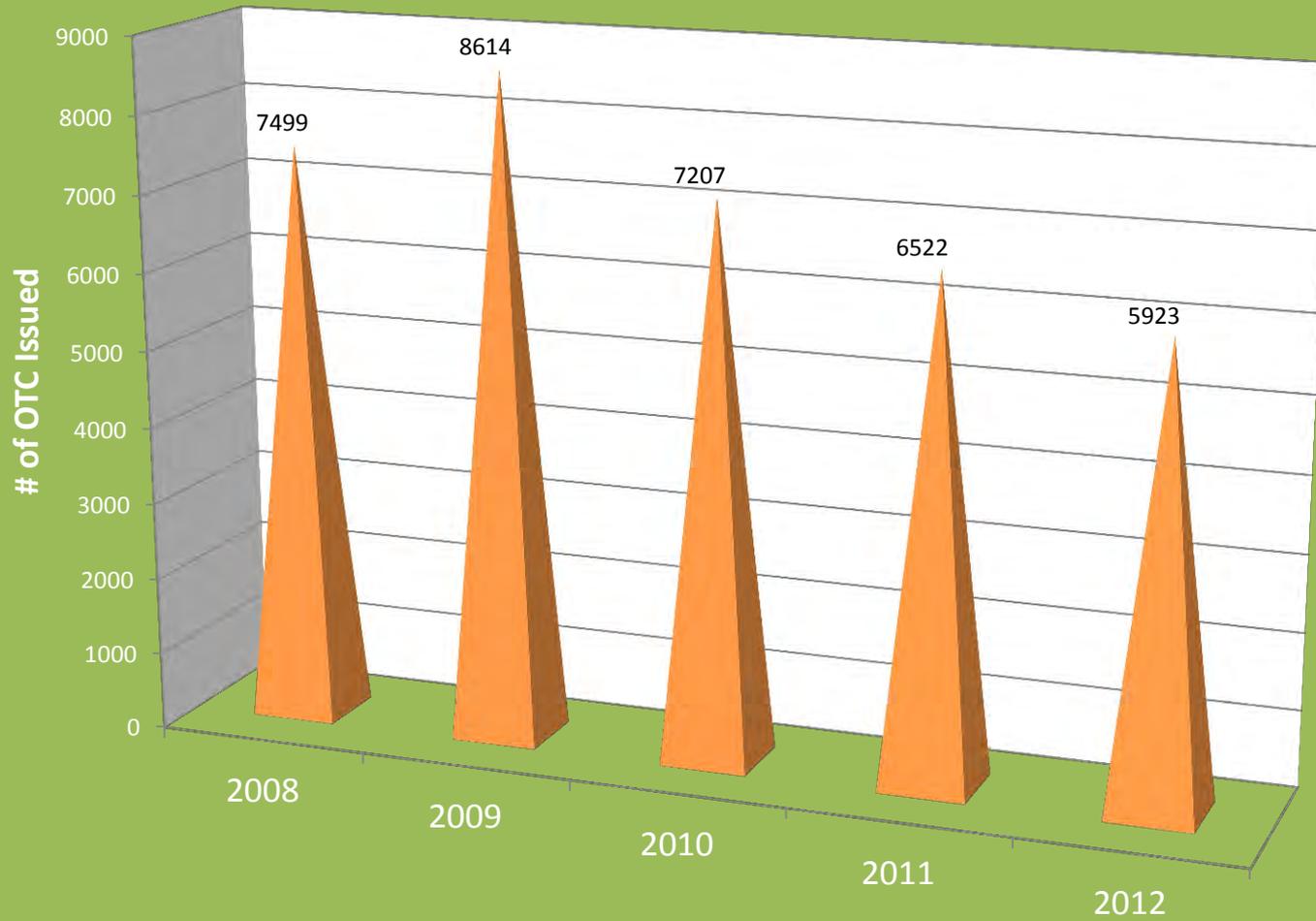
| | 2008 | 2009 | 2010 | 2011 | 2012 |
|------------|-------------|-------------|-------------|-------------|-------------|
| Dec | 1212 | 2335 | 1244 | 1452 | 964 |
| Jan | 1719 | 2372 | 2094 | 2366 | 3149 |
| Feb | 1535 | 850 | 1476 | 1431 | 643 |
| March | 1343 | 826 | 1046 | 552 | 371 |
| April | 408 | 622 | 635 | 145 | 169 |
| May | 230 | 307 | 195 | 108 | 116 |
| June | 317 | 348 | 101 | 97 | 165 |
| July | 311 | 245 | 80 | 87 | 98 |
| August | 163 | 173 | 94 | 97 | 190 |
| Sept | 112 | 201 | 92 | 76 | 58 |
| Oct | 94 | 213 | 88 | 68 | |
| Nov | 55 | 122 | 62 | 43 | |
| YTD | 7499 | 8614 | 7207 | 6522 | 5923 |

- Continue to decline
- 93% >5 employees
 - Represent 53% of total revenue
- > 1% employ 100+
- Online renewals
 - Reduced costs
 - Postage
 - Paper
 - Time
 - Majority of firms use

OTC Issued by month 2008-2012



OTC Issued 2008- 2012





Delinquent OTC



Legend

- Delinquent OTC**
- CO
 - HO
 - SLB
- Streets**
- Highway
 - Highway Ramp
 - Arterial
 - Major Collector
- Cities**
- Cherokee County**

Map Description

Delinquent OTC

Date of Creation
6/6/2012

Produced by:
Cherokee County GIS



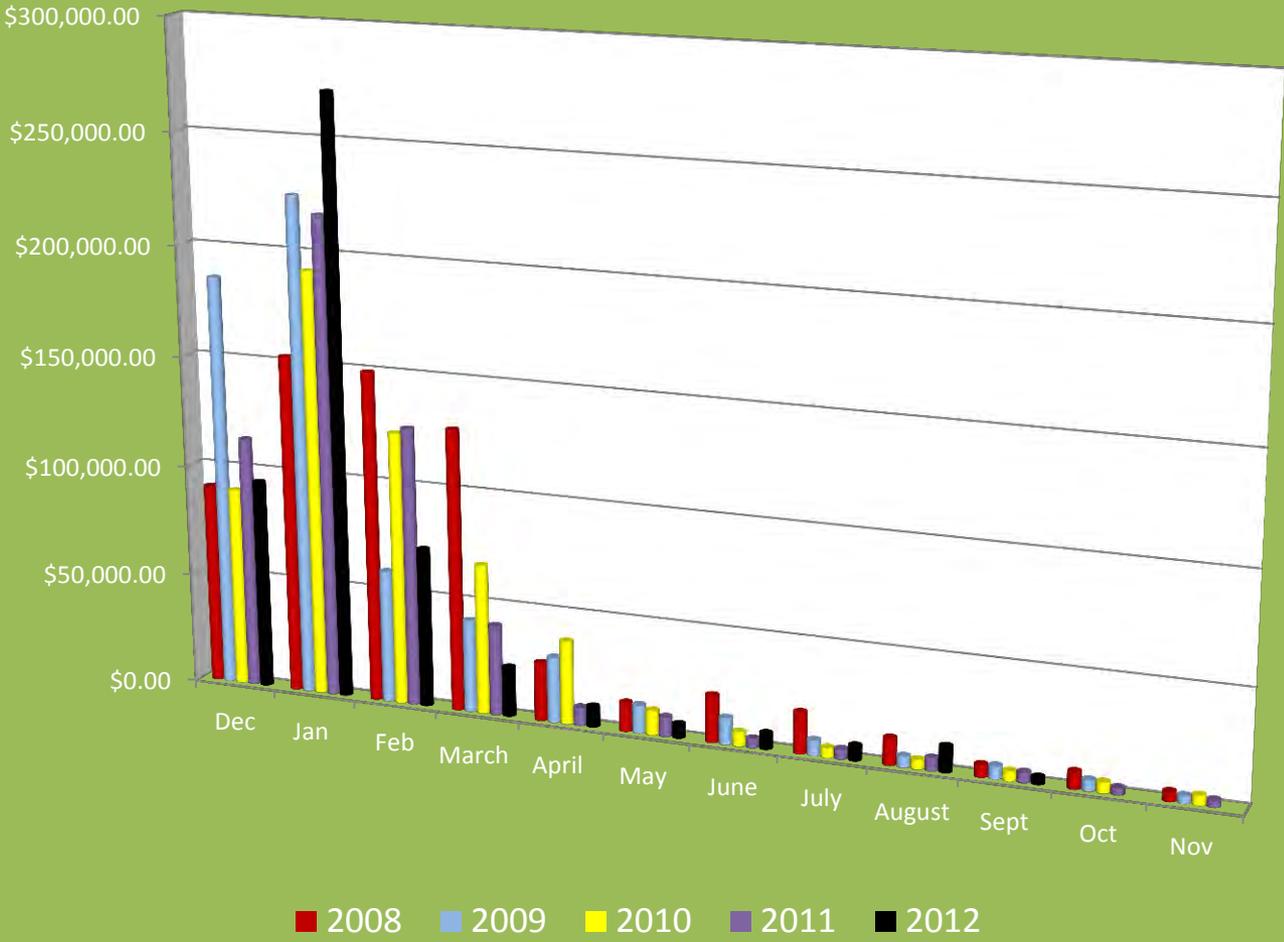
This Map Has Been Compiled From The Most Up To Date And Reliable Sources Available. Cherokee County Assumes No Responsibility For Errors Or Omissions Contained Within This Map. No Warranties or Representations Are Expressed Or Implied in Fact Or In Law.

Revenue from OTC

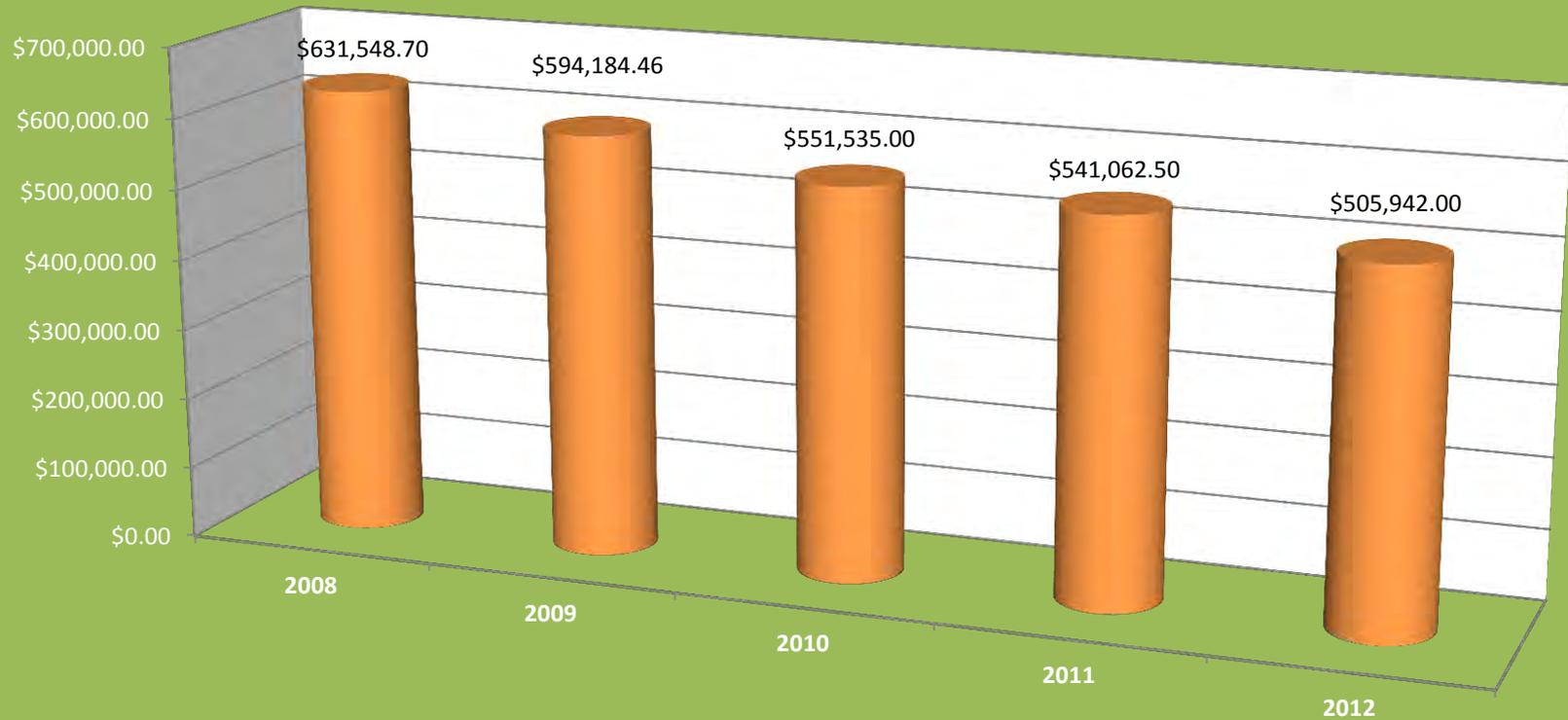
| | 2008 | 2009 | 2010 | 2011 | 2012 |
|------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Dec | \$90,753.00 | \$186,084.00 | \$89,946.00 | \$114,015.00 | \$ 94,905.00 |
| Jan | \$153,240.00 | \$224,980.00 | \$192,267.00 | \$ 217,095.00 | \$ 270,915.00 |
| Feb | \$149,650.50 | \$60,164.33 | \$123,524.50 | \$ 126,177.00 | \$ 72,228.50 |
| March | \$127,712.60 | \$42,020.63 | \$67,857.50 | \$ 41,017.50 | \$ 22,681.50 |
| April | \$26,595.30 | \$29,738.50 | \$37,923.00 | \$ 8,343.00 | \$ 9,489.00 |
| May | \$13,180.50 | \$12,848.00 | \$11,151.00 | \$ 8,955.00 | \$ 6,402.00 |
| June | \$21,447.80 | \$12,015.00 | \$6,483.00 | \$ 4,110.00 | \$ 7,345.50 |
| July | \$18,804.00 | \$7,047.00 | \$4,374.00 | \$ 4,515.00 | \$ 6,869.00 |
| August | \$12,319.50 | \$4,972.50 | \$4,233.00 | \$ 5,736.00 | \$ 11,779.50 |
| Sept | \$5,674.50 | \$5,910.00 | \$4,470.00 | \$ 4,730.00 | \$ 3,327.00 |
| Oct | \$7,809.00 | \$4,960.50 | \$4,833.00 | \$ 3,213.00 | |
| Nov | \$4,362.00 | \$3,444.00 | \$4,473.00 | \$ 3,156.00 | |
| YTD | \$631,548.70 | \$594,184.46 | \$551,535.00 | \$541,062.50 | \$505,942.00 |

- \$ 30 / employee with a \$ 6000 max.
- \$ 200 for professionals
- 2012 is fourth straight year of decline
- 2010 renewals online
- SAVE and e-verify
- Is a TAX, not a fee

OTC Revenue 2008-2012

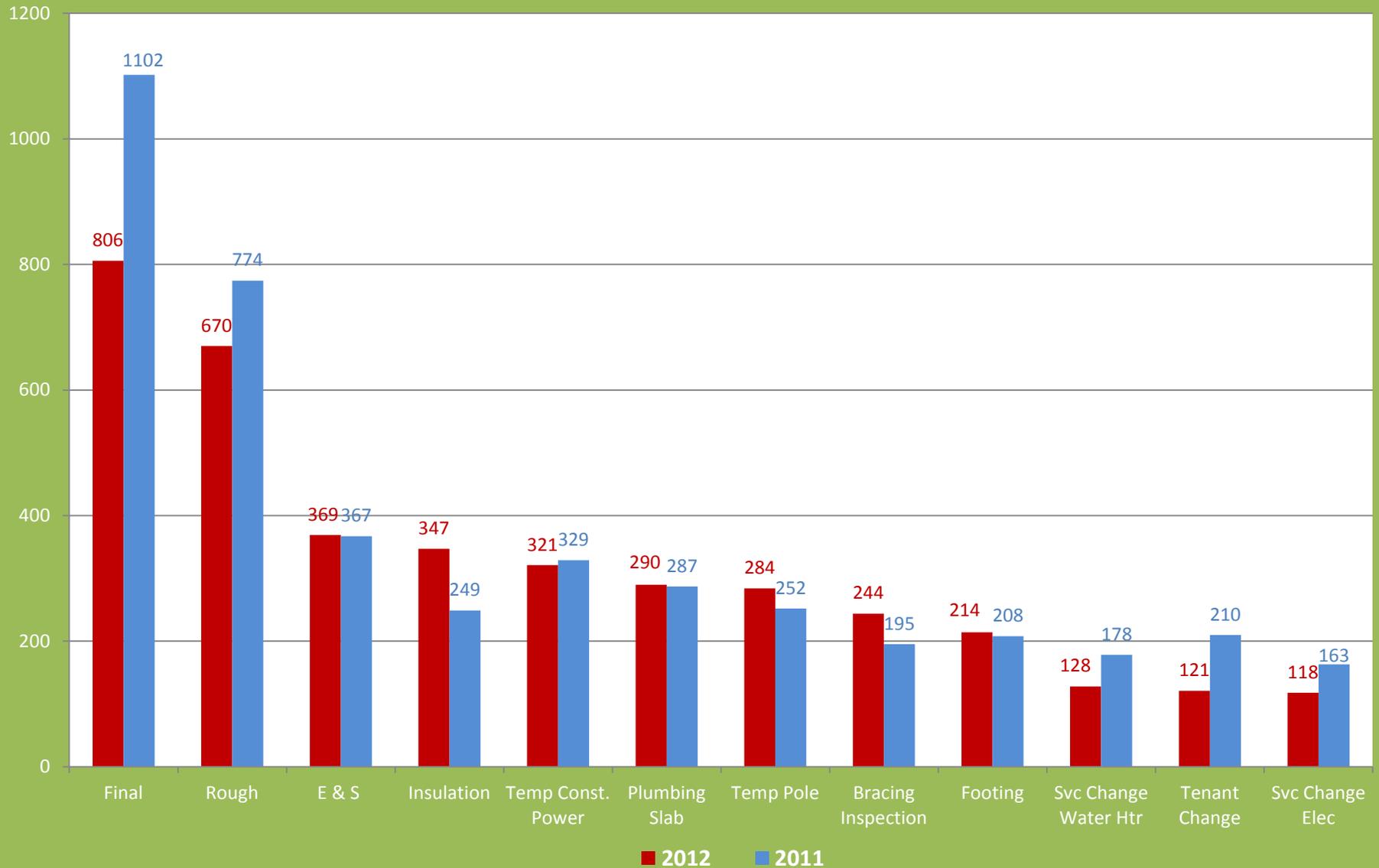


OTC Revenue 2008- 2012

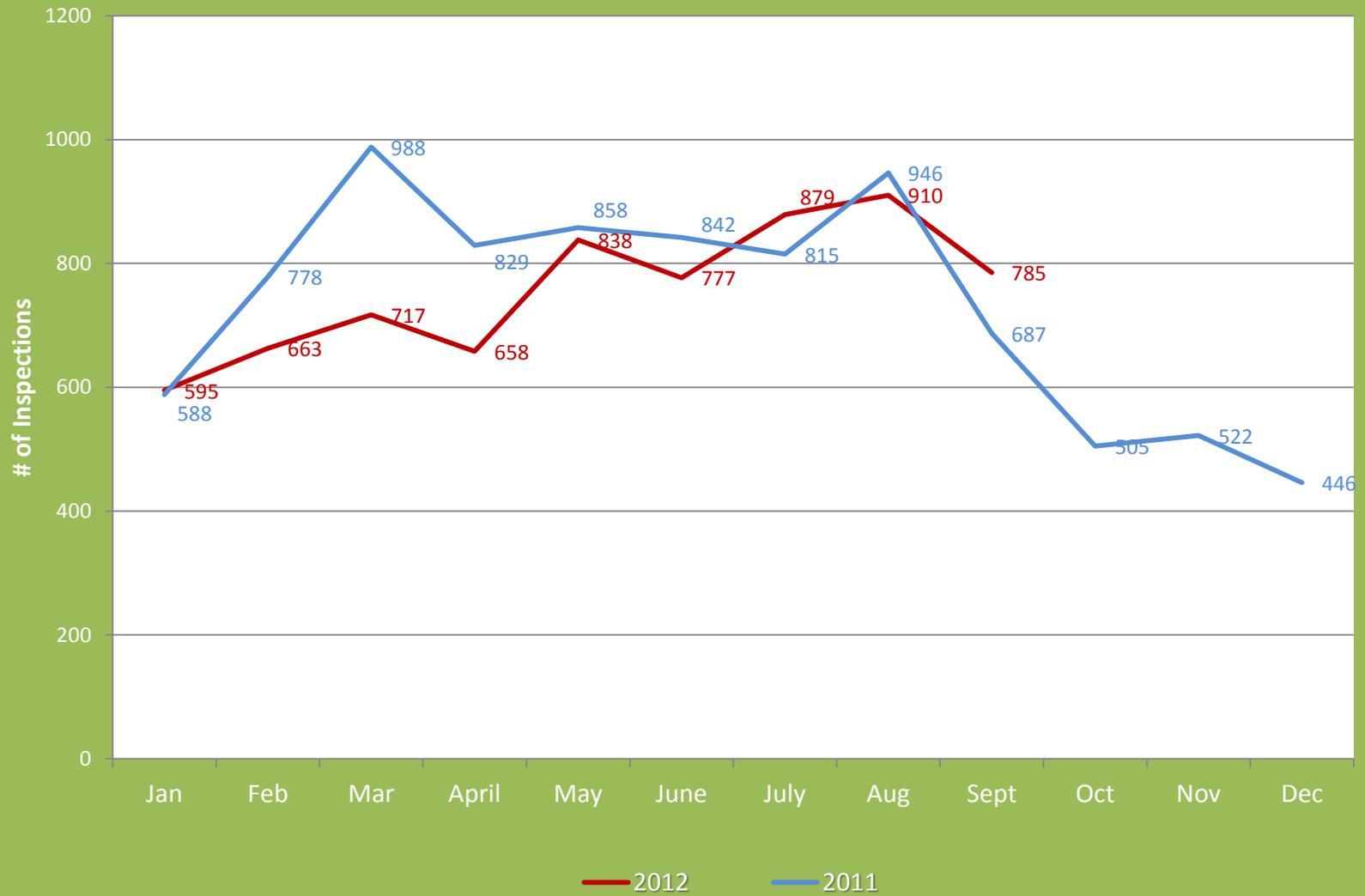


BUILDING INSPECTIONS

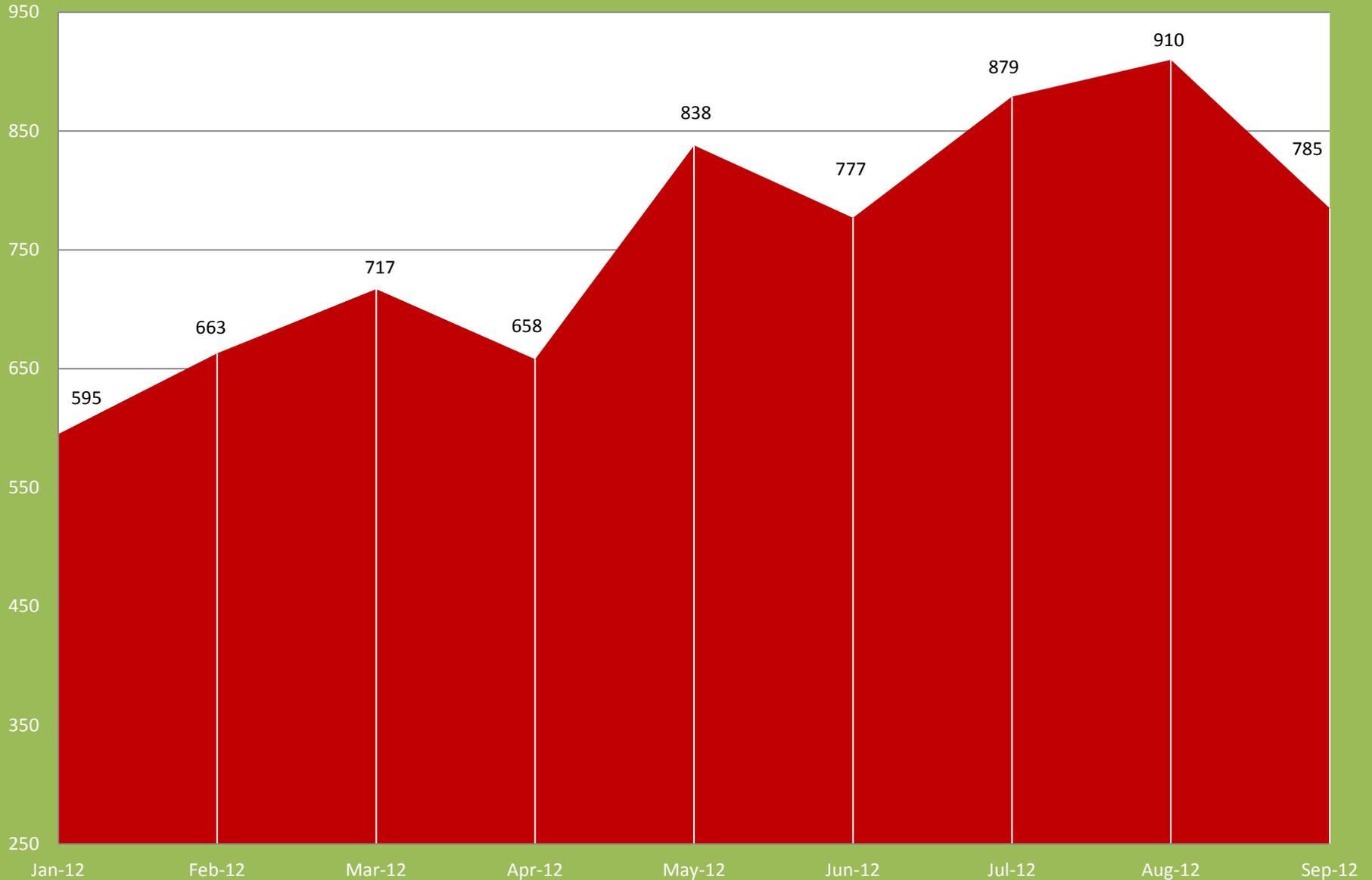
Top Inspection Types Performed



Total Inspections by month



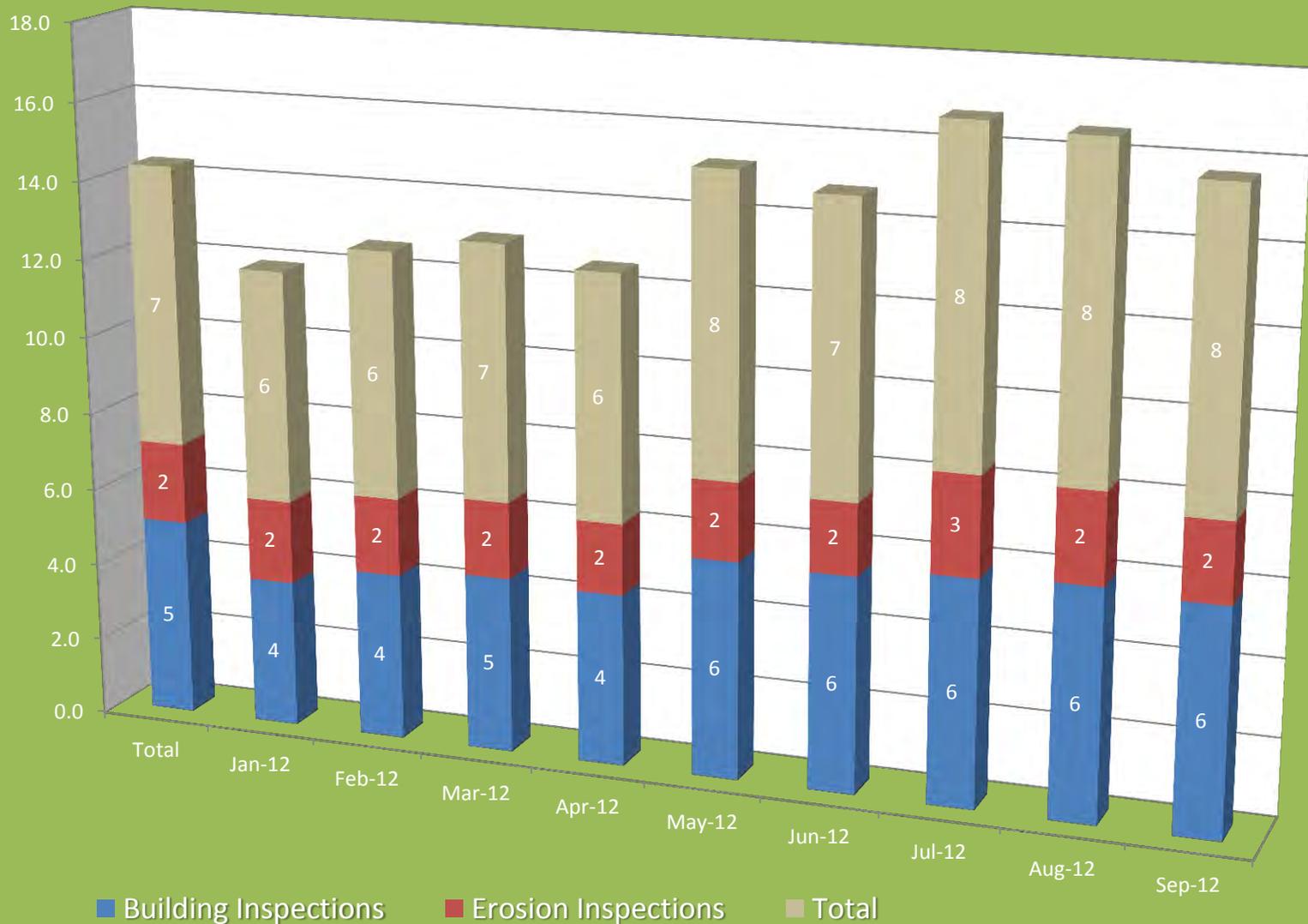
Total Inspections By Month 2012



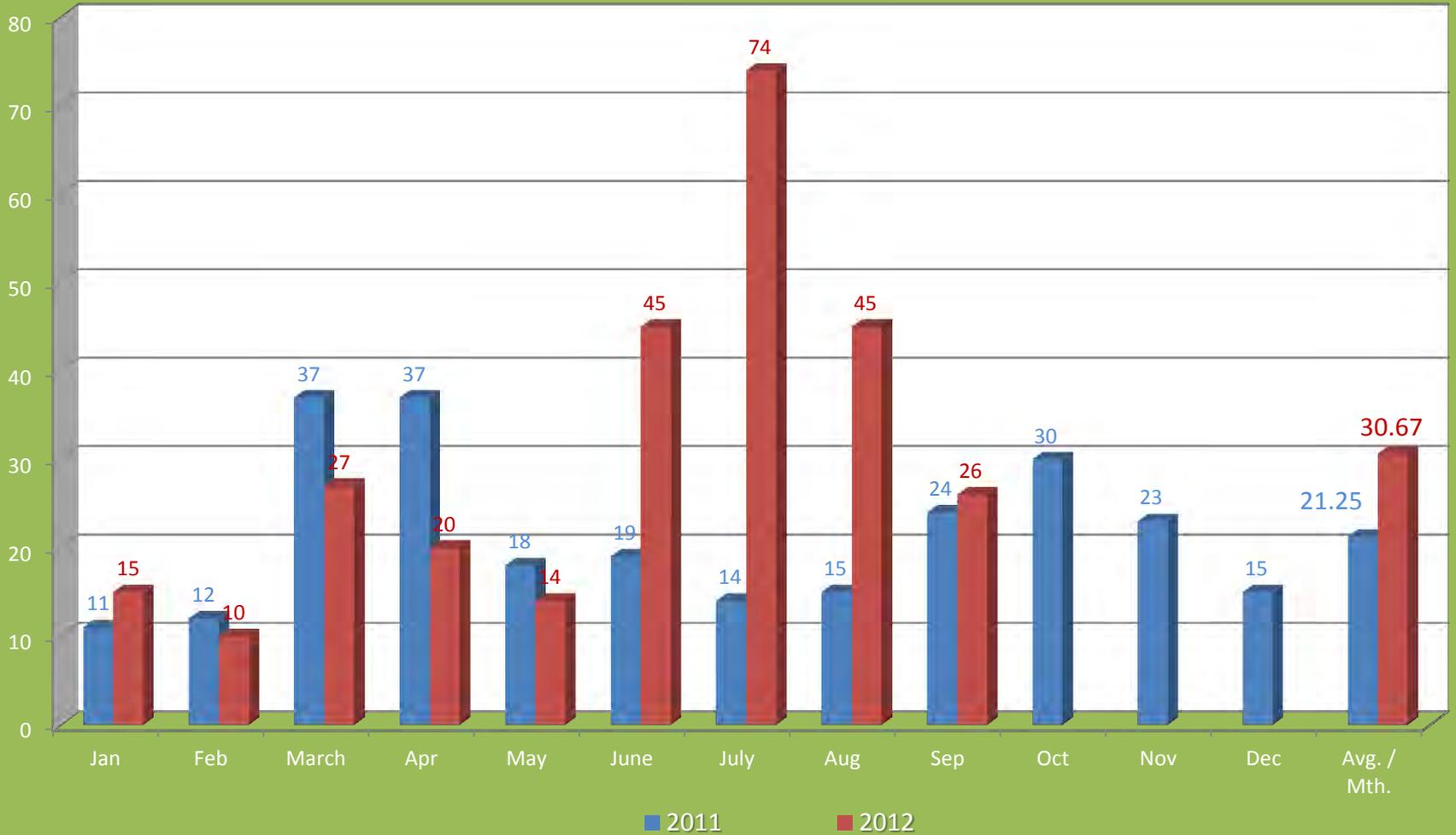
Avg. Daily Building Inspections 2011



Avg. Daily Building Inspections 2012



Commercial Bldg. Plan Review



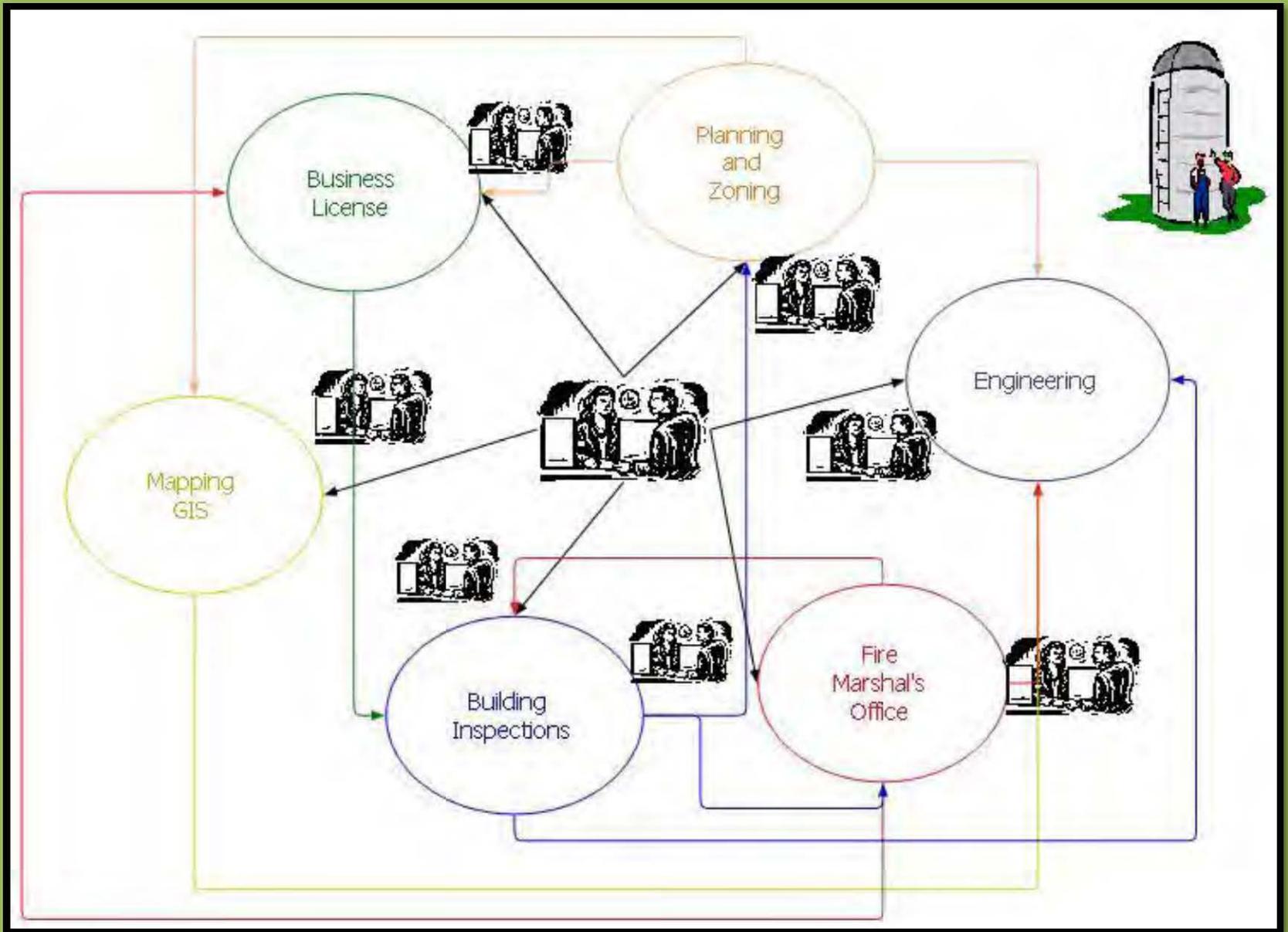




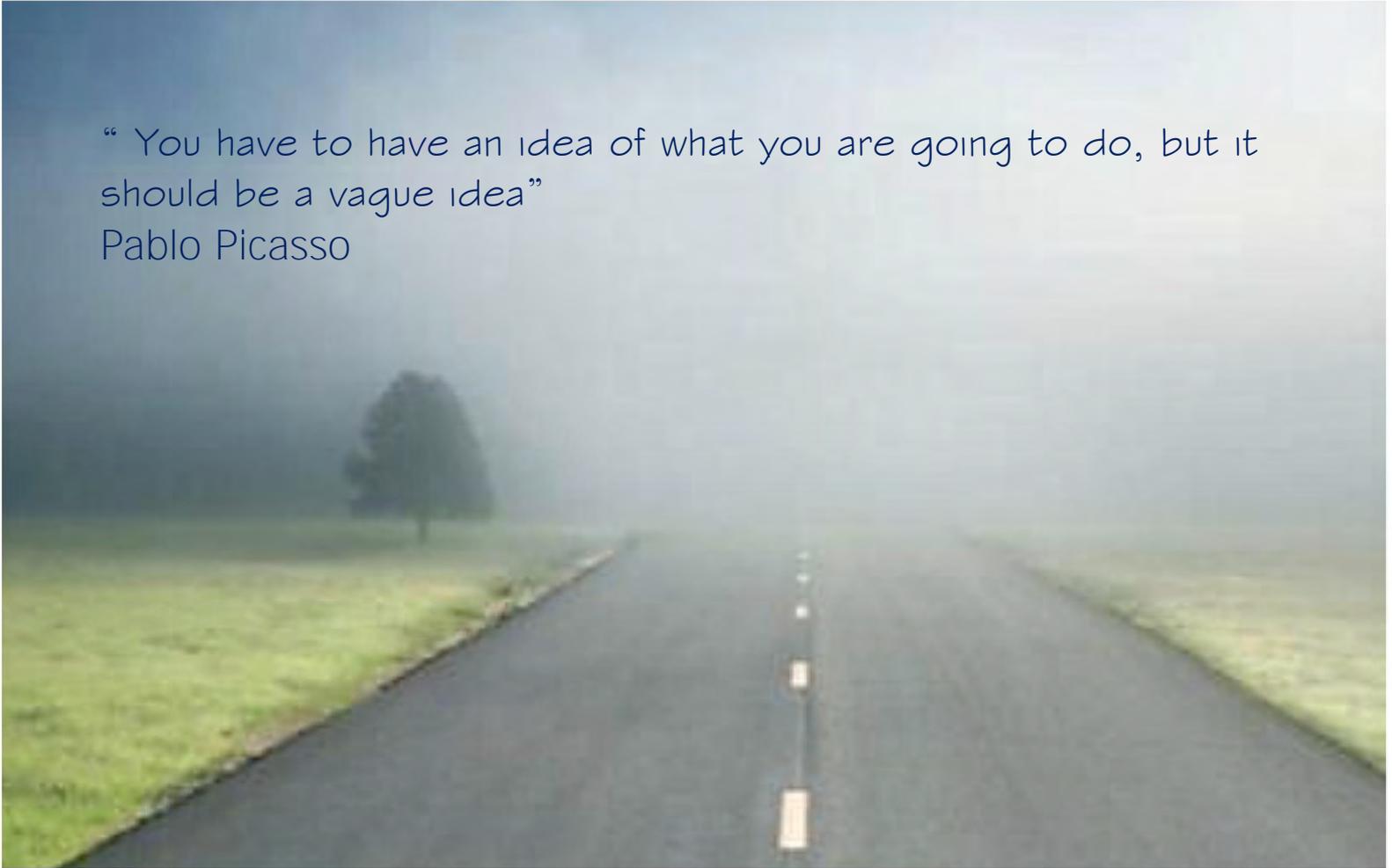
BHAG

Big Hairy Audacious Goal

To create a one stop shop where a customer can get any permit, submit any plan or get assistance with building and development



“ You have to have an idea of what you are going to do, but it should be a vague idea”
Pablo Picasso



New Paradigm



Development
Service Center

Business License

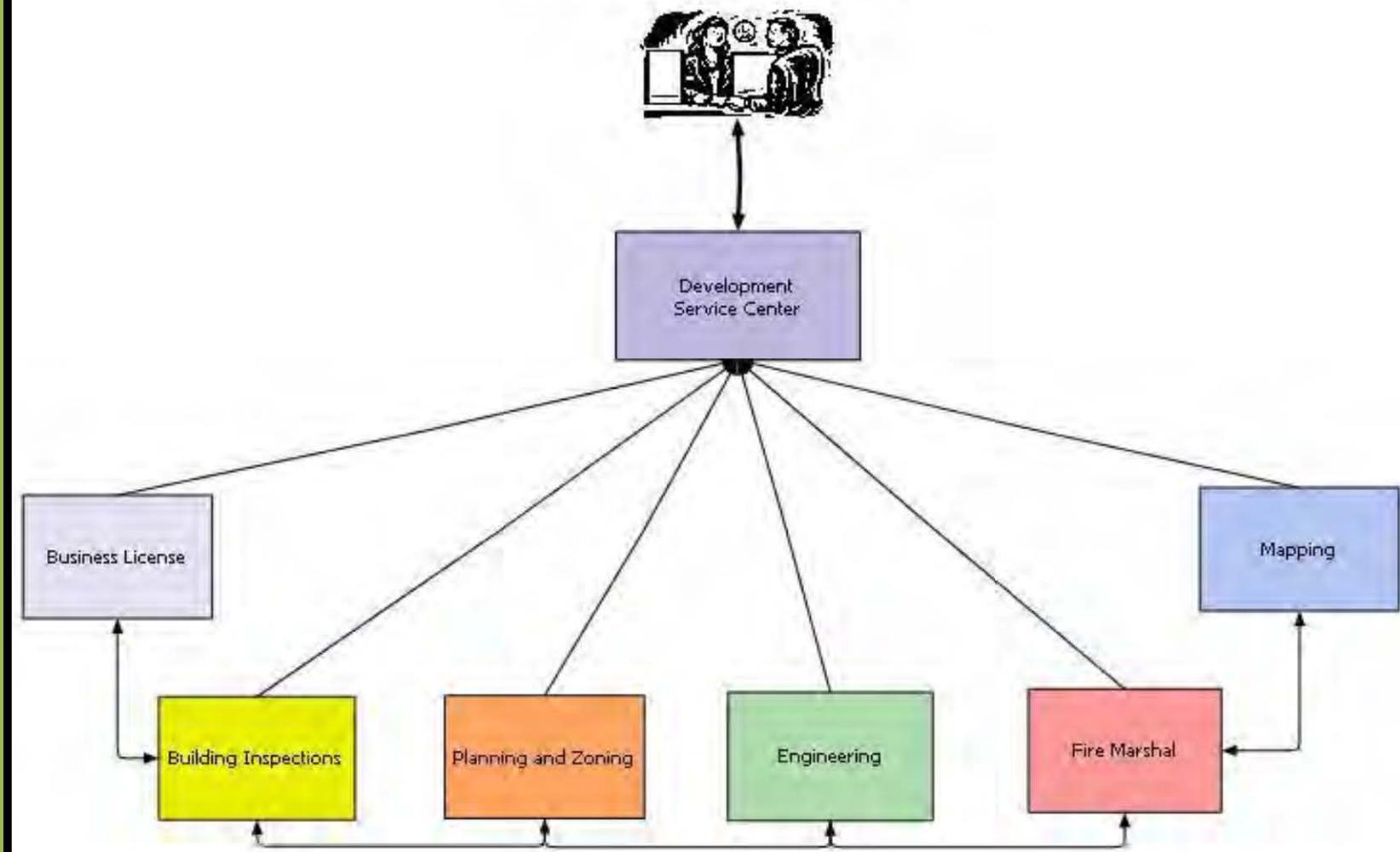
Mapping

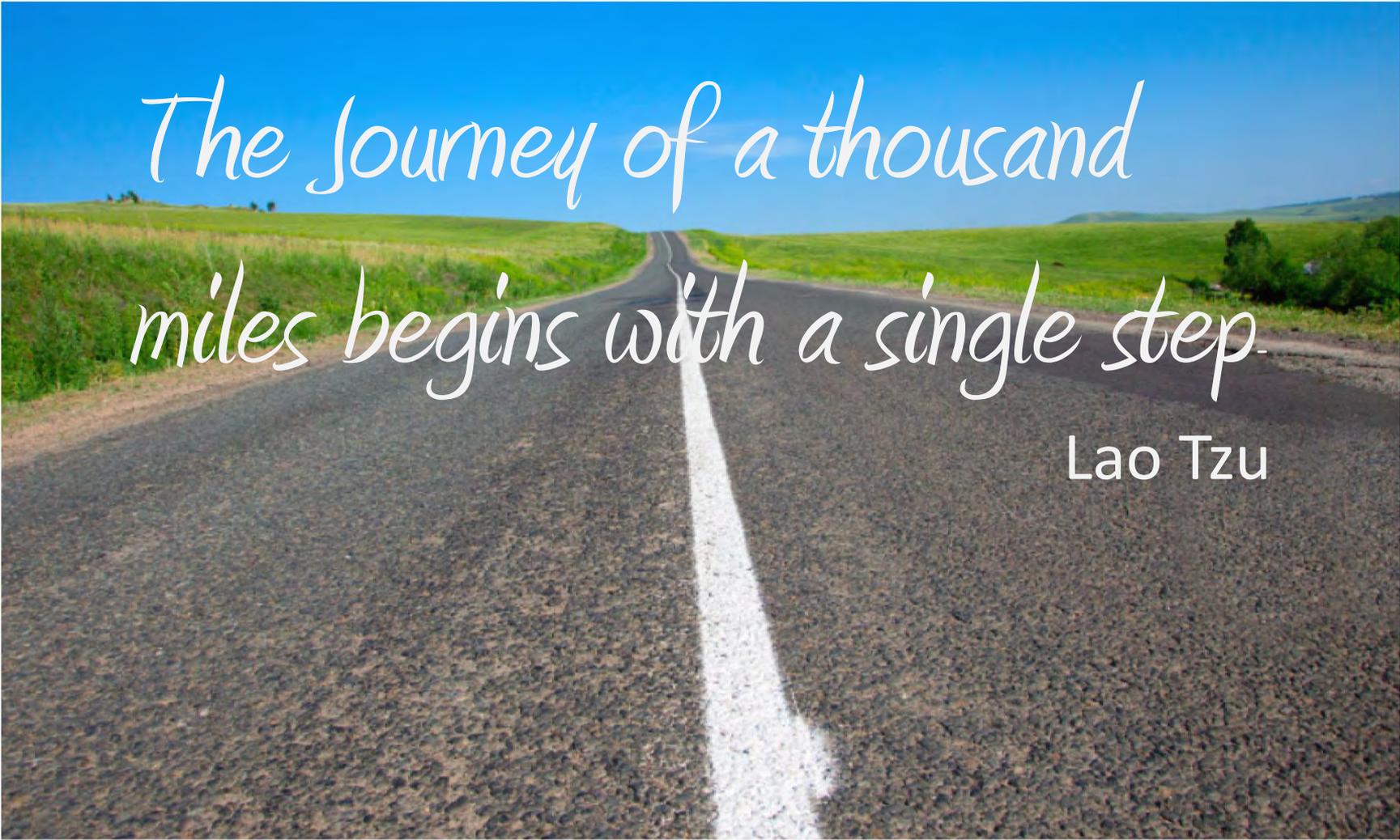
Building Inspections

Planning and Zoning

Engineering

Fire Marshal





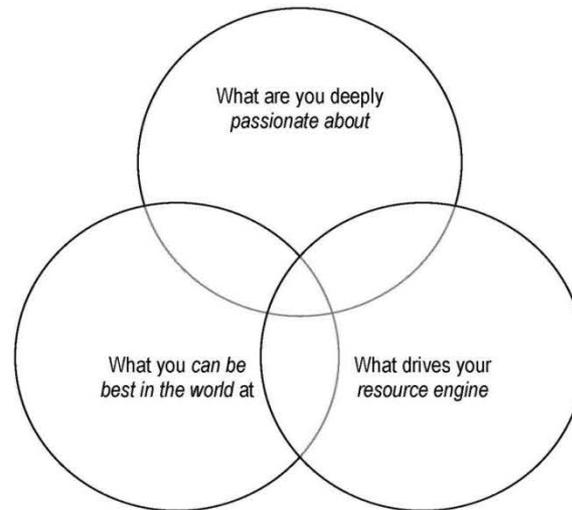
*The journey of a thousand
miles begins with a single step.*

Lao Tzu

The Hedgehog Concept



Passion – Understanding what your organization stands for (its core values) and why it exists (its mission or core purpose).



Best at – Understanding what your organization can uniquely contribute to the people it touches, better than any other organization on the planet.

Resource Engine – Understanding what best drives your resource engine, broken into three parts: time, money, and brand.

Mission Statement

The Development Service Center will provide consolidated, efficient and centralized services with enhanced information technology to Cherokee County citizens and the development and building community

Principles

- Serve all the needs of the Development Service customer
- Refer a customer only when specialists are necessary
- “The Best Customer Service Center is one the customer does not have to visit”
- Use technology as a tool to enhance services provided, not as the service

CityView



Cherokee County Deeds Portal
Patty Baker, Clerk of Courts

Pay.gov



CherokeeStatus
permits . planning . business licenses

Pawnbroker and Precious Metals and Gems

Alcoholic Beverage License



Autodesk
AutoCAD
2010
Compatible

Special Events Permit



Efficiencies and Cost Savings

Reduced Days to Approval of LDP from 172 to 15

Reduced Plan Review Cycle from >2.5 to 1

Reduced time to issue Building permit from days to 15 minutes

- **DSC has all the tools to complete what used to require customer to visit several departments**
 - Zoning
 - Property Records
 - Deeds and Plats
 - Erosion Permit
- **Online Business License renewals**
 - 2009 \$ 5,500 spent on postage
 - 2012 \$ 177.45
 - Eliminated paper records, emptied 5 full filing cabinets
- **ePlans saves customers time and money**
 - Saved \$ 1700 in printing costs alone on one project
- **Expenses reduced each year, services added each year**
 - Cuts achieved thru efficiencies gained (ie. Expansion of City View use)
 - Added Pawnbroker, Gold Dealer and Special Events permits, Alcohol License



Best Practices

www.zuckersystems.com

| | | |
|----|--|---|
| 1 | <p>Combine Building and Planning Functions in one Department Allows for good integration of service and review of projects</p> | ✓ |
| 2 | <p>Complete a review of development review process every 5 to 10 years Economy and changing types of development create the need for new approaches and processes</p> | ✓ |
| 3 | <p>Update Comprehensive Plan at least once every 10 years Essential to set the vision for the community</p> | ✓ |
| 4 | <p>All development review staff located in the same building or within close proximity Collocated staff simplifies review process and provides easy access for citizens</p> | ✓ |
| 5 | <p>Have a single person or office that coordinates development review for all permits and applications (building, engineering, fire and planning)</p> | ✓ |
| 6 | <p>All staff use development review software Electronic systems can improve efficiency and enable development review processes and performance standards to be monitored</p> | ✓ |
| 7 | <p>Allow plans to be submitted electronically over the internet All plans are created in electronic format. Professionals live in different cities so electronic submittal is a major service. Also environmentally sustainable, reducing amount of paper used. Some <i>National development firms insist a community have electronic plan check in order for them to move to the community</i></p> | ✓ |
| 8 | <p>Once plans are received electronically, should be reviewed electronically Best practice is to mark up plans electronically and immediately share comments with other development related departments. Use large screen monitors</p> | ✓ |
| 9 | <p>Accept payment for development review fees via credit card Use of credit card is major convenience for customers. Necessary for electronic plan submission</p> | ✓ |
| 10 | <p>Pre-application meeting with key staff as an option for applicants A good pre-app meeting can assist a community in securing the type of development it wants and also reduce costs and time for the applicant.</p> | ✓ |
| 11 | <p>Require complete applications before the review process begins Requires having good submittal checklists and checking submittals for completeness</p> | ✓ |
| 12 | <p>Inter-departmental review teams to work with development projects</p> | ✓ |



Best Practices

www.zuckersystems.com

| | | |
|----|--|----|
| 13 | Reduce the number of specialists necessary in the development process Complexity of development and regulation has led to more and more specialists, which complicates the development process. | ✓ |
| 14 | Respect applicants need for timely approvals Reduces cost of projects as time is money | ✓ |
| 15 | Set target dates for plan review to shorten timelines and provide predictability for applicants Long timelines increase the cost of development and results in less quality development for community | ✓ |
| 16 | Architectural reviews should be completed in 30 days or less | ✓+ |
| 17 | Site plan reviews should be completed in 30 days or less | ✓+ |
| 18 | Permits should be completed in 50 days or less | ✓+ |
| 19 | Lot splits or small subdivisions should be processed within 30 to 60 days | ✓+ |
| 20 | Subdivisions should be processed within 30 to 90 days | ✓+ |
| 21 | Review times should be tracked and reported | ✓+ |
| 22 | Complete building permit review for: New Multi Family Buildings in 20 days or less New Small Commercial Buildings in 15 days or less New Large Commercial Buildings in 25 days or less Commercial Tenant improvements in 10 days or less New Mixed Use projects in 25 days or less | ✓+ |
| 23 | Next day Inspections Timely inspections are essential to keep projects on schedule and reduce construction costs | ✓ |
| 24 | Complete detailed engineering plan reviews in 4 to 6 weeks or less | ✓+ |





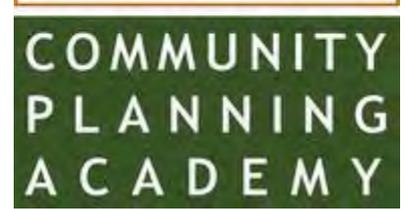
Service you can build on



2012 COUNTIES OF EXCELLENCE

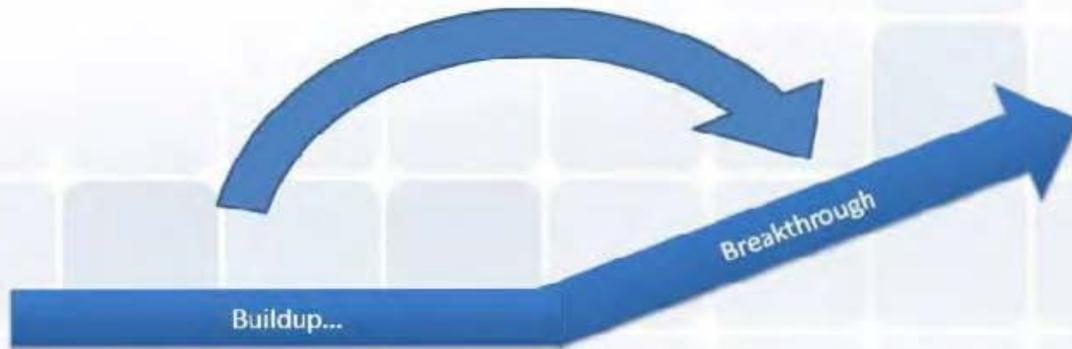
Ed Lightsey and Ben Young

For establishing a process for speedy, friendly and efficient county services, the ACCG judges named Cherokee County a 2012 County of Excellence in the category of Financial Management/Organizational Efficiency. – EL



The Flywheel

Good
Great



| | | | | | |
|--------------------|------------------------|--------------------------|------------------|-----------------------|------------------------|
| Level 5 Leadership | First Who... Then What | Confront the Brutal Fact | Hedgehog Concept | Culture of Discipline | Technology Accelerator |
| Disciplined People | | Disciplined Thought | | Disciplined Actions | |



Cherokee County

where metro meets the mountains

Voted a Top Place to Live -CNN

GA, USA

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Cherokee County Administration Building & Northside Hospital Cherokee Conference Center

visit us: [1130 Bluffs Parkway, Canton, GA 30114](#) tel: 678-493-6000 | other locations

Choose One



What's Happening?

[Subscribe to Cherokee news feed](#)

Cherokee County Board of Commissioners
Public Notice: 2013 Budget Adoption

Animal Shelter

Halloween Haunted House

Animal Shelter

Kroger Fall Festival for the Animals!

Community Calendar

A Day for Brotherhood - November 10th

Community Calendar

Twilight Fun Run F.O.R. Cherokee

Senior Services

Senior Sense

Senior Services

Senior Sense

Building Inspectors

New requirements for High Efficiency plumbing fixtures and cooling towers.

Development Service Center

New Illegal Immigration Reform and Enforcement Act of 2011 (HE387)

[read more...](#)



**Homestead
Option
Sales
Tax**

[click here for information](#)

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[Community Resources](#)

[Doing Business In Cherokee](#)

Cherokee County Government
TRANSPARENCY

AN OPEN GOVERNMENT PROJECT Rated "A" by the Sunshiner Review

CherokeeStatus

Planning Applications

Apps, Rezones, Variances, etc

Show me all planning applications within the last:

OR search with specific details in all planning applications (*)

Application Number

Project Name

Case Number (Variances)

Contact Name

Street Address

Parcel ID (PIN)

Map / Parcel

All Applications

Submit plans online

* June 2008 to the present; 2005 - 2008 [found here](#)

Search Tips

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Permits

Building, Erosion, Demolition, etc

Show me all permit applications within the last:

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Application Number

Project Name

Contact Name

Street Address

Parcel ID (PIN)

Map / Parcel

All Permits

Apply for a permit online

Contacts

[Development Service Center](#)
770.721.7810

[Planning & Zoning](#)
678.493.6101

[GIS](#)
678.493.6050

[Building Inspections](#)
678.493.6213

Business Licenses

Occupational Tax Certificate

Show me all business license applications within the last:

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License Number

Business Name

Contact Name

Street Address

All Licenses

Renew online for 2012!

[Renew via mail](#)

Resources

[Residential Permit Fee Calculator](#)

[Permitted Uses Online](#)

[GIS Online](#)

[Real Estate Search](#)

[Deed Searches](#)

[Codes of Ordinances](#)

[Zoning Ordinances](#)

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Contact Name

Street Address

Parcel ID (PIN)

Map / Parcel

All Applications

- All Applications
- Appeal
- Architectural Plan Review
- BOC Agenda Request
- Development Review
- Final Plat
- Minor Subdivision
- Rezoning
- Telecommunication Towers
- Utility Review
- Variance
- Zoning Certification

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 go

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Project Name

Case Number (Variances)

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Street Address

Parcel ID (PIN)

Map / Parcel

Rezoning

- All Applications
- Appeal
- Architectural Plan Review
- BOC Agenda Request
- Development Review
- Final Plat
- Minor Subdivision
- Rezoning**
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- Variance
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Map / Parcel

All Permits

reset search records

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678.493.6101

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[Building Inspections](#)
678.493.6213

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All Licenses

reset search records

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[GIS Online](#)

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Planning Applications

Apps, Rezones, Variances, etc

Show only these application types:

Change number of days in report:

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| | Application Number ↑ ↓ | Project Name ↑ ↓ | Project Type Case Number ↑ ↓ | Contact(s) | Location(s) | Date Submitted ↑ ↓ | Status ↑ ↓ |
|----|-------------------------------|--|------------------------------|--|--|--------------------|--------------|
| 1 | PL20120000283 | TRAVOR BARNETT | Rezoning 12-12-009 | TREVOR BARNETT | 02N04253, 02-0726-0018 | 10/23/2012 | Under Review |
| 2 | PL20120000242 | Dempsey Funeral Services of Georgia, Inc. | Rezoning 12-11-008 | Clift Dempsey (Primary Contact and Owner) | 21N12039, 21-1125-0044 21N12038, 21-1180-0001 | 9/24/2012 | Under Review |
| 3 | PL20120000234 | R & D Mechanical Services, Inc. | Rezoning 12-11-007 | Matiak, Robert F. & Matiak, Dana M. | 3448 Holly Springs Pkwy Canton GA 30115 15N14041, 15-0417-0003 | 9/17/2012 | Under Review |
| 4 | PL20120000114 | RACETRAC PETROLEUM, INC. | Rezoning 12-07-006 | | 14N23A025, 14-0239-0004 14N23A024A, 14-0239-0036 14N23A023, 14-0239-0040 | 5/25/2012 | Under Review |
| 5 | PL20120000076 | Pamela Fussell | Rezoning 12-06-005 | Pamela Fussell (Applicant) Fussell, David R. & Pamela L. (Property Owner) | 182 Pope Dr Canton GA 30114 14N12B022, 14-0090-0041 | 4/13/2012 | Complete |
| 6 | PL20120000059 | CHRIS MOORE | Rezoning 12-05-004 | Howell, Christopher P (Property Owner) | 180 Willie West Rd Canton GA 30114 22N12120, 22-0016-0036 22N12115A, 22-0016-0052 22N12115B, 22-0016-0053 | 3/16/2012 | Complete |
| 7 | PL20120000017 | HOUSE 81 ELEVEN, LLC | Rezoning 12-03-003 | | 15N02027, 15-0362-0010 | 1/20/2012 | Complete |
| 8 | PL20110000229 | Ahmad Ghadamyari | Rezoning 12-01-002 | GHADAMYARI, AHMAD 770-541-9676 | 15N06E252, 15-1220-0004 15N06E253, 15-1220-0009 | 11/18/2011 | Complete |
| 9 | PL20110000222 | James H. Brock 404-971-2613 | Rezoning 12-01-001 | Brock, James H. & Margaret S. (Applicant) | 2134 East Cherokee Dr Woodstock GA 30188 15N22065, 15-0698-0004 | 11/9/2011 | Complete |
| 10 | PL20110000191 | Hoyt T. Champion | Rezoning 11-12-016 | Bray & Johnson Legal Account 770-479-1426 | 14N24031, 14-0201-0006 | 9/23/2011 | Complete |
| 11 | PL20110000187 | CANTON PROPERTY GROUP, LLC | Rezoning 11-11-015 | Canton Property Group Llc | 91N28018, 14-0169-0027 | 9/19/2011 | Complete |
| 12 | PL20110000169 | Valentina Caldwell 312 Peninsula Pointe Canton, GA 30115 | Rezoning 11-10-013 | Caldwell, Valentina R. & Caldwell, John B. | 9220 Hickory Flat Hwy Woodstock GA 30188 02N03167, 02-0643-0007 | 8/19/2011 | Complete |

- Export report function allows research and reporting customers access to data instead of being a manual operation or an Open Records Request

Planning Applications

Apps, Rezones, Variances, etc

[back to search results](#)

Dempsey Funeral Services of Georgia, Inc.

Application Number
PL20120000242

Rezoning Under Review

case number
12-11-008

Application Started:
September 24, 2012

Entered By: vtaylor
Planner: vTaylor

Commercial ? N
Site Acres: 28.016
Disturbed Acres:
Jurisdiction: Cherokee County
Commission Post: 3

Application Comments: *no comments entered*

Public Notice:

Location(s)

[Map](#) 21N12039 [PIN](#) 21-1125-0044 [GIS](#)^{*}
[Map](#) 21N12038 [PIN](#) 21-1180-0001 [GIS](#)^{*}

*copy and paste the PIN into the GIS search field to bring up the location.

Contact(s)

[Primary Contact
and Owner](#)
[Clift Dempsey](#)
(Primary Contact and Owner)

Supporting Documents

[pdf](#) [PLU](#) (Departmental Comment)
[pdf](#) [Engineering](#) (Departmental Comment)
[pdf](#) [BOE](#) (Departmental Comment)
[pdf](#) [PLU](#) (Letter)
[pdf](#) [PLU](#) (Photograph)
[pdf](#) [PLU](#) (Application)

Sub Applications

Rezoning
Under Review
09/24/2012

Application Activity

- [09/24/2012](#)
PL20120000242
Under Review
- [09/24/2012](#)
Rezoning
Under Review

Planning Applications

Apps, Rezones, Variances, etc

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Map / Parcel

All Applications

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Map / Parcel

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Occupational Tax Certificate

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Street Address

All Licenses

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Project Name

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Map / Parcel

- All Permits
- All Permits
- Building
- Bury Pit
- Demolition
- Driveway
- Electrical
- Erosion Control
- Industrialized
- Mechanical
- M/H
- Plumbing
- Retaining Wall
- Special Event Permit
- Signs
- Swimming Pool
- Temporary

[GIS](#)
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[Building Inspections](#)
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All Licenses

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[Codes of Ordinances](#)

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Permits

Building, Erosion, Demolition, etc

Show only these permit types: Change number of days in report:

[back to the main search page](#)

[export this report \(250 records\)](#)

| Application Number  | Description  | Application Type  | Contact(s) | Location(s) | Date Submitted  | Status  |
|--|--|---|--|--|--|--|
| 1 PR20120002735 | 3 story addition to residence hall--Reinhardt University Residence Hall Phase II | Building | BRASFIELD & GORRIE, LLC. (Contractor) Reynolds Architects (Architect) Reinhardt College (Property Owner) John Young (24 Hour) | 7300 Reinhardt Cir Waleska GA 30183 14N01115, 14-0070-0009 | 10/24/2012 | In Plan Check |
| 2 PR20120002734 | 2,880 sq. ft. tractor storage building | Building | Steven A. Laffin (Property Owner) Conrad Arnold (Applicant) | 03N21020, 03-0458-0005 | 10/24/2012 | Issued |
| 3 PR20120002730 | install a back up generator on a pre-cast slab to an existing cell tower site, single phase 130 kw, 200 amp--East Cherokee Road GA 21019 | Building | Metro Site Inc. (Contractor) Al Birdsall/American Towers, LLC (24 Hour) Rose, David Mark (Property Owner) James Justice (Architect) | 1080 Ranchwood Trl Woodstock GA 30188 15N21120A, 15-0530-0002 | 10/24/2012 | Ready for Payment |
| 4 PR20120002728 | reconstruction due to fire damage, electrical, plumbing, hvac, roof, interior finish | Building | Jordan, James S. & Ann M. (Property Owner) Meridian Restoration, Inc (Contractor) | 332 Knollwood Ln Woodstock GA 30188 15N29A131, 15-1050-0016 | 10/24/2012 | Issued |
| 5 PR20120002727 | Secure Biomed Evaluations Ste 120 | Building | NOT REQUIRED (Contractor) The One Forty, Llc (Property Owner) | 7828 Hickory Flat Hwy Woodstock GA 30188 02N03133, 02-0502-0085 | 10/24/2012 | Issued |
| 6 PR20120002726 | app was turned in incomplete. Tamala brought out to us after her approval on the zoning side | Building | WESTOWER COMMUNICATIONS (Contractor) T Mobile c/o PM & A Kierston Lurer (Tenant) Parkside Plaza, L.L.C. (Property Owner) Charles Ritz (24 Hour) | 6685 Bells Ferry Rd Woodstock GA 30189 15N04031, 21-0758-0007 | 10/23/2012 | Ready for Payment |

Permits

Building, Erosion, Demolition, etc

[back to search results](#)

2 story , 3 bdrm, 3 bath, porch, garage

Permit Number
PR20120002657

Building Issued

Application Started
October 16, 2012
Entered By
imumper
Jurisdiction
Cherokee County
Expires
October 15, 2013
Issued
October 16, 2012
Occupancy Code
101-Single Family Detached
Work Class
New Const
Construction Type
Type VB (Unprotected)
Total Valuation
299,020.20
Flood Plain
N

Location(s)

175 Cadence Trl Canton, GA 30115
Map 03N11E088 PIN 03-0951-0083 [GIS*](#)

[View on Google](#)

*copy and paste the PIN into the GIS search field to bring up the location.

Contact(s)

Property Owner [John Wieland Homes And Neighborhoods, Inc](#)
Contractor [John Wieland Home & Neighborhood, Inc.](#)

Department Reviews

| Type | Requested | Required | Completed | Outcome | Comments |
|---------------------|-----------|----------|-----------|---------|----------|
| no reviews recorded | | | | | |

Inspections

| Type | Requested | Required | Completed | Outcome | Comments |
|----------------------------|------------|------------|------------|---------|-------------------------------|
| Energy – Blower Door Test | 10/16/2012 | | | Pending | |
| Energy – Duct Blaster Test | 10/16/2012 | | | Pending | |
| E&S Inspection | 10/24/2012 | 10/24/2012 | 10/24/2012 | Passed | |
| Temporary Pole Inspection | 10/24/2012 | 10/24/2012 | 10/24/2012 | Passed | emailed to sawnee on 10-25-12 |

Supporting Documents

[Temporary Pole Inspection \(InspectStatus\)](#)
(Letter) | pdf
[E&S Inspection \(InspectStatus\)](#)
(Letter) | pdf
[file](#)
(Application) | pdf
[Building Permit](#)
(Letter) | pdf

Sub Permits

Building Pending
Expires: 10/16/2013

Permits

Building, Erosion, Demolition, etc

[back to search results](#)

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Building Issued

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October 16, 2012
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101-Single Family Detached
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[file](#)
(Application) | pdf
[Building Permit](#)
(Letter) | pdf

Sub Permits

Building Pending
Expires: 10/16/2013

Search for other permits issued to Property Owner or Contractor

Permits

Building, Erosion, Demolition, etc

Show only these permit types: Change number of days in report:

[back to the main search page](#)

[export this report \(22 records\)](#)

| Application Number | Description | Application Type | Contact(s) | Location(s) | Date Submitted | Status |
|-------------------------------|--|------------------|---|---|----------------|-----------|
| PR20120002657 | 2 story , 3 bdrm, 3 bath, porch, garage | Building | John Wieland Homes And Neighborhoods, Inc (Property Owner) John Wieland Home & Neighborhood, Inc. (Contractor) | 175 Cadence Trl Canton GA 30115 03N11E088, 03-0951-0083 | 10/16/2012 | Issued |
| PR20120001569 | 1 story house on slab with 3 bedrooms, 2 1/2 bath, covered porch, attached garage | Building | Jr Merendo (Applicant) John Wieland Homes And Neighborhoods, Inc (Property Owner) John Wieland Home & Neighborhood, Inc. (Contractor) | 312 Lakeside Trc Canton GA 30115 03N11E091, 03-0951-0087 | 6/21/2012 | Issued |
| PR20110001508 | 1 bdrm, 1 bath | Building | John Wieland Homes And Neighborhoods, Inc (Primary Contact and Owner) Churchill's Home Improvement Services Inc. (Contractor) Matthew Robida (Property Owner) | 139 Hedgewood Ln Canton GA 30115 03N12C184, 03-0992-9022 | 8/12/2011 | Finald |
| PR20100002028 | 2 STORY ON UNFINISHED BASEMENT WITH 5 BEDROOMS, 4 BATHS, 1 COVERED PORCH, 1 UNCOVERED DECK AND ATTACHED GARAGE | Building | John Wieland Homes And Neighborhoods, Inc (Property Owner) John Wieland Homes (Contractor) | 125 Hedgewood Ln Canton GA 30115 03N12C177, 03-0992-9015 | 11/2/2010 | Finald |
| PR20100001844 | 2 STORY ON UNF BSMT, 5 BDRM, 4 BATH, 1 COV. PORCH, 1 DECK, | Building | John Wieland Homes And Neighborhoods, Inc (Property Owner) John Wieland Home & Neighborhood, Inc. (Contractor) | 116 Hedgewood Ln Canton GA 30115 03N12C193, 03-1025-9032 | 10/5/2010 | CO Issued |
| PR20100001843 | 2 STORY ON UNF BSMT, 5 BDRM, 4 BATH, 1 COV. PORCH, 1 DECK | Building | John Wieland Homes And Neighborhoods, Inc (Property Owner) John Wieland Home & Neighborhood, Inc. (Contractor) | 118 Hedgewood Ln Canton GA 30115 03N12C192, 03-1025-9031 | 10/5/2010 | CO Issued |

Many permits issued to one Property Owner / Contractor

Permits

Building, Erosion, Demolition, etc

Show only these permit types: Change number of days in report:

[back to the main search page](#)

[export this report \(250 records\)](#)

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| 4 PR20120002728 | reconstruction due to fire damage, electrical, plumbing, hvac, roof, interior finish | Building | Jordan, James S. & Ann M. (Property Owner) Meridian Restoration, Inc (Contractor) | 332 Knollwood Ln Woodstock GA 30188 15N29A131, 15-1050-0016 | 10/24/2012 | Issued |
| 5 PR20120002727 | Secure Biomed Evaluations Ste 120 | Building | NOT REQUIRED (Contractor) The One Forty, Llc (Property Owner) | 7828 Hickory Flat Hwy Woodstock GA 30188 02N03133, 02-0502-0085 | 10/24/2012 | Issued |
| 6 PR20120002726 | app was turned in incomplete. Tamala brought out to us after her approval on the zoning side | Building | WESTOWER COMMUNICATIONS (Contractor) T Mobile c/o PM & A Kierston Lurer (Tenant) Parkside Plaza, L.L.c. (Property Owner) Charles Ritz (24 Hour) | 6685 Bells Ferry Rd Woodstock GA 30189 15N04031, 21-0758-0007 | 10/23/2012 | Ready for Payment |

Search by address for additional permits

Permits

Building, Erosion, Demolition, etc

Show only these permit types: Change number of days in report:

[back to the main search page](#)

[export this report \(3 records\)](#)

| Application Number   | Description   | Application Type   | Contact(s) | Location(s) | Date Submitted   | Status   |
|--|---|--|--|---|--|--|
| 1 PR20120002730 | install a back up generator on a pre-cast slab to an existing cell tower site, single phase 130 kw, 200 amp--East Cherokee Road GA 21019 | Building | Metro Site Inc. (Contractor) Al Birdsall/American Towers, LLC (24 Hour) Rose, David Mark (Property Owner) James Justice (Architect) | 1080 Ranchwood Trl Woodstock GA 30188 15N21120A, 15-0530-0002 | 10/24/2012 | Ready for Payment |
| 2 PR20120001865 | Ranchwood American Tower site | Building | Verizon Wireless (Tenant) Tony Lovette (24 Hour) Rose, David Mark (Property Owner) Towersite Services, LLC (Contractor) | 1080 Ranchwood Trl Woodstock GA 30188 15N21120A, 15-0530-0002 | 7/25/2012 | Issued |
| 3 PR20120001788 | installation of one microwave dish to existing cell tower, no new electrical work | Building | TBD (Contractor) American Tower Corporation (Property Owner) Rose, David Mark (Property Owner) | 1080 Ranchwood Trl Woodstock GA 30188 15N21120A, 15-0530-0002 | 7/18/2012 | Ready for Payment |

3 permits issued to same address

Planning Applications

Apps, Rezones, Variances, etc

Show me all planning applications within the last:

OR search with specific details in all planning applications (*)

Application Number

Project Name

Case Number (Variances)

Contact Name

Street Address

Parcel ID (PIN)

Map / Parcel

All Applications

Submit plans online

* June 2008 to the present; 2005 - 2008 [found here](#)

Search Tips

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Show me all permit applications within the last:

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Contacts

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Business Licenses

Occupational Tax Certificate

Show me all business license applications within the last:

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Business Licenses

Occupational Tax Certificate

Show only these license types: Change number of days in report:

[back to the main search page](#)

[export this report \(1747 records\)](#)

| License Number   | Name of Business   | Application Type   | Contact(s) | Location(s) | Date Submitted   | Status   |
|--|--|--|---|--|--|--|
| 1 LC20120000889 | The Garage, LLC dba Crossfit Towne Lake | Commercial | Eric Richards (Primary Contact and Owner) Andy McCann (Primary Contact and Owner) Shane Stewart (Primary Contact and Owner) Wes Harper (Primary Contact and Owner) 678-494-9750 | 1105 Parkside Ln Woodstock GA 30189 15N11002M, 15-1003-0007 | 10/25/2012 | Open |
| 2 LC20120000884 | Green Auto Brokers, Inc. | Commercial | Michael Sacran (Primary Contact and Owner) 770-926-0630 | 5729 Bells Ferry Rd Acworth GA 30102 15N06108, 21-1188-0024 | 10/23/2012 | Open |
| 3 LC20120000880 | USA Mex Services | Commercial | Ma Lowrdes Saudrez (Primary Contact and Owner) 404-454-3166 | 6158 Hwy 92 Acworth GA 30102 15N06013, 21-1190-0010 | 10/22/2012 | Open |
| 4 LC20120000876 | Peter L. Hester | Commercial | PETER LANE HESTER (Primary Contact and Owner) 770-516-9861 | 5500 Bells Ferry Rd Acworth GA 30102 15N06182B, 15-1224-0016 | 10/18/2012 | Open |
| 5 LC20120000874 | Javedji Enterprises, Inc. dba Exxon One Stop | Commercial | Shireen Paniwani (Primary Contact and Owner) 678-208-0415 | 11240 Cumming Hwy Canton GA 30115 03N23A035, 03-0890-0009 | 10/16/2012 | Open |
| 6 LC20120000871 | DR. KORTNEY TRAINING, LLC | Commercial | Kimura, Kortney K.k. (Primary Contact and Owner) 678-337-8168 | 525 Industrial Dr Woodstock GA 30189 15N06E224, 15-1157-0098 | 10/16/2012 | Open |
| 7 LC20120000868 | Edwards Eye Care dba Kyle B. Edwards, OD, PC | Commercial | Kyle Edwards, OD (Primary Contact and Owner) Anne Edwards (Primary Contact and Owner) 770-479-0222 | 7824 Hickory Flat Hwy Woodstock GA 30188 02N03133, 02-0502-0085 | 10/12/2012 | Open |
| 8 LC20120000862 | A.J. Wich, LLC dba Blimpie | Commercial | Archana J. Jyotishi (Primary Contact and Owner) 770-926-2606 | 6435 Bells Ferry Rd Woodstock GA 30189 15N05003, 21-0971-0015 | 10/10/2012 | Open |

Business Licenses

Occupational Tax Certificate

[back to search results](#)

The Garage, LLC dba Crossfit Towne Lake

License Number
LC20120000889

Commercial
Open

Business Description
Crossfit gym (lifting weights
and boot camp like stuff)

License Started
October 25, 2012

Entered By
jwendt

Jurisdiction
Cherokee County

Location(s)

1105 Parkside Ln Woodstock, GA 30189 [View on Google](#)
Map 15N11002M PIN 15-1003-0007 [GIS](#)*

*copy and paste the PIN into the GIS search field to bring up the location.

Contact(s)

| | | | | |
|------------------------------|---|---|---|--|
| Primary Contact and Owner | Eric Richards Primary Contact 678-494-9750 and Owner | Andy McCann Primary Contact 678-494-9750 and Owner | Shane Stewart Primary Contact 678-494-9750 and Owner | Wes Harper 678-494-9750 |
|------------------------------|---|---|---|--|

[renew this business license for 2012](#)

Planning Applications

Apps, Rezones, Variances, etc

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Cherokee County Web Portal



Links

[Home](#)
[Property Search](#)

Address

Development Service Center

Cherokee County
1130 Bluffs Parkway
Canton, GA 30114

P. (770) 721-7810
E. dsc@cherokeeqa.com
www.cherokeeqa.com

Need Help

If you require assistance using the Web Portal, give us a call or email us.

Hours:
8:00am - 5:00pm
Monday-Friday

[Sign in](#) / [Register](#) [Portal Home](#) [Property Search](#)

Welcome

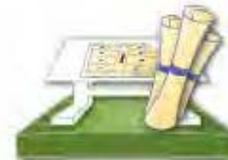
Cherokee County's web portal is now online. At this time, we are processing Service Permits: Plumbing, HVAC, and Electrical Permits. You can also check the status of planning projects, building permits, Land Disturbance permits and Occupation Tax Certificates all hassle free, 24/7, 365 days of the year!

We are committed to improve services to our citizens, watch for more updates coming soon.



Building Department

[Apply for a Building Permit](#)
[Status and Fees](#)



Planning Department

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Occupation Tax Certificate / Business License

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Canton, GA 30114

P. (770) 721-7810
E. dsc@cherokeeqa.com
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Need Help

If you require assistance using the Web Portal, give us a call or email us.

Hours:
8:00am - 5:00pm
Monday-Friday

[Sign in / Register](#) [Portal Home](#) [Property Search](#)

Welcome to the Cherokee County web portal.

With an account you will be able to do more with CityView Portal. This includes faster entry of certain information, and access to certain options not available to anonymous users.

Login

Email Address *

Password *

[Forget your password?](#)

Login

Create an Account

If you do not have an account, please click on [Create Account](#) to create one.

Planning Applications

Apps, Rezones, Variances, etc

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Cherokee County and ePlan Solutions Plan Submittal and Review Portal

Logged in as Watkins, Jeff



New Project

Select to create a new project.



View Projects

Select to view the project list



Reports

Select to view reports.



Administration

Select to view the administrative page

 Your Custom RSS Feed

Quick Administration Actions

Create RSS Entry



Home • Project List

Project List

The project list contains all active projects within the municipality. To view the project page, select the project number or project name. This selection will navigate the user to the project detail page. The EPS System currently contains 33 total projects.

Search:

| Status | Project Id | Created | Type | Name | Applicant |
|--------|------------|------------|--------------------|---|--------------------|
| S | DR2012-011 | 2012-05-03 | Development Review | Overlook at Sixes Road - Amenity Area | Swales, David |
| S | MS2012-001 | 2012-05-02 | Minor Subdivision | Kings Classical Academy | Jennings, Craig |
| S | DR2012-010 | 2012-04-18 | Development Review | Waste Management Pine Bluff Landfill Scale House and Entrance Modifications | Stough, Jason |
| S | DR2012-009 | 2012-03-14 | Development Review | Goshen Baptist Church | Cox, Brad |
| S | DR2012-008 | 2012-03-09 | Development Review | Cherokee 75 Corporate Park - Roadway and Sewer Plans Phases I & II | Christopher, Sotir |
| S | DR2012-007 | 2012-02-06 | Development Review | Centennial Lakes Subdivision | Khan, Zaid |
| F | DR2012-006 | 2012-01-16 | Development Review | Cherokee Auto Group, L.L.C | Johnson, David |
| S | DR2011-005 | 2011-12-22 | Development Review | Holly Springs, LLC | Shultz, Greg |
| S | DR2011-004 | 2011-12-15 | Development Review | ePs v 1.0 Test Project | User, Regular |
| S | DR2011-003 | 2011-10-10 | Development Review | Revolution Church | Neal, Alan |
| F | DR2011-002 | 2011-09-02 | Development Review | Cherokee County 2 | User, Regular |

Displaying projects 21-31 of 31 matching projects.

Go to Page: 1 2



Home • Project List • DR2012-008

DR2012-008: Cherokee 75 Corporate Park - Roadway and Sewer Plans Phases I & II

Plans are for the installation of the Roadway and Sewer/Lift Station/Force Main. The roadway construction is to be phased (2 phases as detailed on plans).

 **Project Status**  : S Submittal Open

 Project Details 

 Project Files 

 Project Communication 

Close Project



Home » Project List » DR2012-003

DR2012-008: Cherokee 75 Corporate Park - Roadway and Sewer Plans Phases I & II

Plans are for the installation of the Roadway and Sewer/Lift Station/Force Main. The roadway construction is to be phased (2 phases as detailed on plans).

Project Status : S Submittal Open

Project Details

Project details provide a information for your use, you may edit the project information by selecting the "Edit" button located below the project information. To see a map of the project location select "Map Property" located within the Property Location Box.

| Owner Information | Designer Information | Applicant Information |
|--|--|--|
| Martin, Misti Cherokee Office of Economic Development mmartin@cherokeega.org 3605 Marietta Highway Canton, GA, 30114 770-345-0600 | Christopher, Sotir Christopher Planning & Engineering schristopher@christopherplanning.com 280 Settdown Court Roswell, GA, 30075 770-331-7303 | Christopher, Sotir Christopher Planning & Engineering schristopher@christopherplanning.com 280 Settdown Court Roswell, GA, 30075 770-331-7303 |

| Property Location | Additional Information |
|---|---|
| Highway 92 Acworth, GA, 30102 Land Lot 1033, 1056, 1057, 1105 2 Section, 21 District Tax Parcel: 21-1105-0002 | Emergency Phone: 770-656-8563 Total Disturbed Acreage: 11.83 Project Type: Mercantile Emergency Contact Name: Mr. Ashley Holcomb Total Acreage: 100.52 City View Permit #: PL20120000155 |

| Departments Required for Review |
|--|
| <ul style="list-style-type: none"> Arborist (Remove) Building (Remove) Engineering (Remove) Fire Marshall (Remove) NRCS (Remove) Planning and Zoning (Remove) Stormwater (Remove) Transportation (Remove) <p>Add Departments</p> |

Project Files

Project Communication

Close Project



Home » Project List » DR2012-008

DR2012-008: Cherokee 75 Corporate Park - Roadway and Sewer Plans Phases I & II

Plans are for the installation of the Roadway and Sewer/Lift Station/Force Main. The roadway construction is to be phased (2 phases as detailed on plans).

Project Status : S Submittal Open

+ Project Details

- **Project Files**

Upload your document here by selecting new submittal then upload files. Use the following tab naming convention, Submittal 1, Submittal 2, Submittal 3 ... Approved Rev. 1, Approved Rev. 3. It is important to note that once the drawings are submitted, access to the tab will be limited to viewing only. Notification will be sent once the plan review and comments are available, at this time, you will have access to download the document and comments.

| | | Open Files | Submittal 1 | Submittal 2 |
|--------|------|------------|-------------|--|
| Passed | Type | Size | Create Date | Name |
| ✓ | | 685 KB | 2012-06-25 | Cherokee 75_00 cover.pdf |
| ✓ | | 896 KB | 2012-06-25 | Cherokee 75_01 notes.pdf |
| ✓ | | 333 KB | 2012-06-25 | Cherokee 75_02 boundary survev.odf |
| ✓ | | 839 KB | 2012-06-25 | Cherokee 75_21 ec III c.pdf |
| ✓ | | 1 MB | 2012-06-25 | Cherokee 75_22 cmp.pdf |
| ✓ | | 527 KB | 2012-06-25 | Cherokee 75_23 roadway & profiles.pdf |
| ✓ | | 684 KB | 2012-06-25 | Cherokee 75_24 ss profiles.pdf |
| ✓ | | 552 KB | 2012-06-25 | Cherokee 75_25 storm profiles.pdf |
| ✗ | | 712 KB | 2012-06-25 | <u>Cherokee 75_26 entrance plan.pdf</u> |
| ✗ | | 607 KB | 2012-06-25 | Cherokee 75_27 details.pdf |
| ✗ | | 731 KB | 2012-06-25 | Cherokee 75_28 details.pdf |
| ✗ | | 409 KB | 2012-06-25 | Cherokee 75_29 details.pdf |
| ✗ | | 790 KB | 2012-06-25 | Cherokee 75_30 details.pdf |
| ✗ | | 496 KB | 2012-06-25 | Cherokee 75_31 details.pdf |
| ✗ | | 680 KB | 2012-06-25 | Cherokee 75_32 tree replacement plan.pdf |

This fileset has passed review.

Download All

New Submittal

+ Project Communication

Close Project



Home » Project List » DR2012-008

DR2012-008: Cherokee 75 Corporate Park - Roadway and Sewer Plans Phases I & II

Plans are for the installation of the Roadway and Sewer/Lift Station/Force Main. The roadway construction is to be phased (2 phases as detailed on plans).

Project Status 5 Submittal Open

Project Details

Project Files

Project Communication

Add general comments, site visit information, inspection information, meeting minutes, and emails to the project communicator. In order to add a new communication, select "New Project Note". Select the appropriate comment type, and complete the information and submit.

| Posted By | Date |
|--|---------------------|
| CAVNESS, GARY | 2012-08-27 13:42:43 |
| Not required by Building Department- G. Caviness | |
| MARTIN, WILL | 2012-08-01 08:15:19 |
| I approve this project. | |
| Will Martin | |
| HENSCHEL, CRAIG | 2012-07-30 15:10:05 |

The plan I approved is in the Open Files tab.

| | |
|--|---------------------|
| TAYLOR LEE, VICKI | 2012-07-30 09:01:01 |
| Approved by Planning and Land Use | |
| HITT, JIM | 2012-07-09 10:38:54 |
| Sotir, listed are the Transportation comments dated 7-09-2012: | |
| 1. For access from a state route, obtain and provide copy, for inclusion in development plans, of Georgia D.O.T. | |

| | |
|------------------|---------------------|
| PHELPS, KENNY | 2012-06-06 11:59:03 |
| I have approved. | |

| | |
|--|---------------------|
| BAJAMONTE, DANIEL | 2012-03-22 13:59:42 |
| Site plan 7 has not been approved by the Fire Marshal's Office | |

| | |
|--|---------------------|
| MARTIN, WILL | 2012-03-20 09:34:59 |
| Sotir, | |
| Once you sign your seal on the cover sheet of the plans and the hydrology study, I will approve those 2 files. | |

Displaying 1 to 8 of 8 Comments.

Page: 1

New Comment

Close Project

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Residential Permit Fee Calculator

Please choose a construction type:

New Home Construction Permit

Heated Area sq ft
Unfinished Basements sq ft
Finished Basements/Attic sq ft
Garage / Utility Building sq ft
Covered Porch sq ft
Deck sq ft

\$50 Certificate of Occupancy fee

Permit Estimate

New homes are also subject to a \$2012.32 (or \$1780.78 for Townhomes) [Impact Fee](#) which **must be paid using a separate check from the permit fees** for accounting purposes

Important information - The fees calculated on this site are provided for *illustrative* and *estimative* purposes only.

Please do not print/write your check until a representative has reviewed and approved your permit.

For assistance please call us at 770-721-7810 or email us at dsc@cherokeega.com

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Permitted Uses Table

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|----------------------------|---|---|------------------------|---|---|-----|----|----|----|----|----|----|
| LBCS | LBCS Description | NAICS Description | NAICS Code | Supp. Req. | AG | RES | OI | CP | NC | GC | LI | HI |
| 1000 | Residence or Accommodation Functions | | | | | | | | | | | |
| 1100 | Private households | | | 7.7-1a & b | R | R | | | | | | |
| 1200 | Housing services for the elderly | | | | | | | | | | | |
| 1210 | Retirement housing services | Homes for the elderly without nursing care | 623312 | 7.7-17a | R | R | O | | O | O | | |
| 1230 | Assisted-living services | Assisted-living facilities without on-site nursing care facilities | 623312 | | | | O | | O | O | | |
| 1240 | Life care or continuing care services | Continuing care retirement communities | 623311 | | | | O | | O | O | | |
| 1250 | Skilled-nursing services | Assisted-living facilities with on-site nursing facilities | 623311 | | | | O | | O | O | | |
| 1300 | Hotels, motels or other accommodation services | | | | | | | | | | | |
| 1310 | Bed and breakfast inn | Bed and breakfast inns | 721191 | 7.7-2b | R | R | | | | | | |
| 1320 | Rooming and boarding | Hostels | 721199 | | O | O | O | | O | O | | |
| 1320 | Rooming and boarding | Housekeeping cabins & cottages | 721199 | 7.7-2a | R | R | | | | | | |
| 1320 | Rooming and boarding | Dormitories, Fraternities & Sororities | 721310 | | | O | O | | | | | |
| 1320 | Rooming and boarding | Workers' dormitories & camps | 721310 | | O | | | | | | | |
| 1330 | Hotel, motel, or tourist court | Health spas (i.e., physical fitness facilities) with accommodations | 721110 | 7.7-2c | | | R | R | | R | | |
| 1330 | Hotel, motel, or tourist court | Hotels (except casino hotels) | 721110 | 7.7-2c | | | R | R | | R | | |
| 1330 | Hotel, motel, or tourist court | Motels | 721110 | 7.7-2c | | | R | R | | R | | |
| 1330 | Hotel, motel, or tourist court | Motor courts, hotels, inns & lodges | 721110 | 7.7-2c | | | R | R | | R | | |
| 1330 | Hotel, motel, or tourist court | Resort hotels without casinos | 721110 | 7.7-2c | | | R | R | | R | | |
| 1330 | Hotel, motel, or tourist court | Seasonal hotels without casinos | 721110 | 7.7-2c | | | R | R | | R | | |
| 2000 | General Sales or Service | | | | | | | | | | | |
| 2100 | Retail sales or service | | | | | | | | | | | |
| 2110 | Automobile sales or service establishment | All Other Motor Vehicle Dealers | 441229 | 7.7-3c | | | | | | R | R | |
| 2110 | Automobile sales or service establishment | General Automotive Repair | 811111 | 7.7-3a | | | | | | R | R | |
| 2110 | Automobile sales or service establishment | Automotive exhaust system repair and replacement shops | 811112 | 7.7-3a | | | | | | R | R | |
| 2110 | Automobile sales or service establishment | Other Automotive Mechanical and Electrical Repair and Maintenance | 811113 | 7.7-3a | | | | | | R | R | |
| 2110 | Automobile sales or service establishment | Automotive Body, Paint, and Interior Repair and Maintenance | 811121 | 7.7-3a | | | | | | | R | |
| 2110 | Automobile sales or service establishment | Automotive Glass Replacement Shops | 811122 | 7.7-3a | | | | | | R | R | |
| 2110 | Automobile sales or service establishment | Automotive oil change and lubrication shops | 811191 | 7.7-3a | | | | | | R | R | |
| 2110 | Automobile sales or service establishment | Automotive detailing services (i.e., cleaning, polishing) | 811192 | | | | | | | O | O | |
| 2110 | Automobile sales or service establishment | Car washes (including self service and automatic) | 811192 | | | | | | | O | O | |
| 2110 | Automobile sales or service establishment | Truck and bus washes | 811192 | | | | | | | O | O | |
| 2110 | Automobile sales or service establishment | All Other Automotive Repair and Maintenance | 811198 | 7.7-3a | | | | | | R | R | |
| 2111 | Car dealer | New Car & Light Truck Dealers | 441110 | 7.7-3b | | | | | | R | | |
| 2111 | Car dealer | Used Car & Light Truck Dealers | 441120 | 7.7-3b | | | | | | R | | |
| 2112 | Bus, truck, mobile homes, or large vehicles | Recreational Vehicle Dealers | 441210 | 7.7-3b | | | | | | R | R | |

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[2012 NAICS Search](#)

Enter keyword or 2-6 digit code

[2007 NAICS Search](#)

Enter keyword or 2-6 digit code

[2002 NAICS Search](#)

2007 NAICS Definition

721191 Bed-and-Breakfast Inns

This U.S. industry comprises establishments primarily engaged in providing short-term lodging in facilities known as bed-and-breakfast inns. These establishments provide short-term lodging in private homes or small buildings converted for this purpose. Bed-and-breakfast inns are characterized by a highly personalized service and inclusion of a full breakfast in the room rate.

| 2002 NAICS | 2007 NAICS | 2012 NAICS | Corresponding Index Entries |
|------------|------------|------------|-----------------------------|
| 721191 | 721191 | 721191 | Bed and breakfast inns |
| 721191 | 721191 | 721191 | Inns, bed and breakfast |

Downloads/Reference Files/Tools

- [2012 NAICS](#)
- [2007 NAICS](#)
- [2002 NAICS](#)
- [Concordances](#)
- [NAICS Update Process Fact Sheet \[PDF, 37KB\]](#)



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|----------------------------|---|---|------------------------|---|---|-----|----|----|----|----|----|----|
| LBCS | LBCS Description | NAICS Description | NAICS Code | Supp. Req. | AG | RES | OI | CP | NC | GC | LI | HI |
| 1000 | Residence or Accommodation Functions | | | | | | | | | | | |
| 1100 | Private households | | | 7.7-1a & b | R | R | | | | | | |
| 1200 | Housing services for the elderly | | | | | | | | | | | |
| 1210 | Retirement housing services | Homes for the elderly without nursing care | 623312 | 7.7-17a | R | R | O | | O | O | | |
| 1230 | Assisted-living services | Assisted-living facilities without on-site nursing care facilities | 623312 | | | | O | | O | O | | |
| 1240 | Life care or continuing care services | Continuing care retirement communities | 623311 | | | | O | | O | O | | |
| 1250 | Skilled-nursing services | Assisted-living facilities with on-site nursing facilities | 623311 | | | | O | | O | O | | |
| 1300 | Hotels, motels or other accommodation services | | | | | | | | | | | |
| 1310 | Bed and breakfast inn | Bed and breakfast inns | 721191 | 7.7-2b | R | R | | | | | | |
| 1320 | Rooming and boarding | Hostels | 721199 | | O | O | O | | O | O | | |
| 1320 | Rooming and boarding | Housekeeping cabins & cottages | 721199 | 7.7-2a | R | R | | | | | | |
| 1320 | Rooming and boarding | Dormitories, Fraternities & Sororities | 721310 | | | O | O | | | | | |
| 1320 | Rooming and boarding | Workers' dormitories & camps | 721310 | | O | | | | | | | |
| 1330 | Hotel, motel, or tourist court | Health spas (i.e., physical fitness facilities) with accommodations | 721110 | 7.7-2c | | | R | R | | R | | |
| 1330 | Hotel, motel, or tourist court | Hotels (except casino hotels) | 721110 | 7.7-2c | | | R | R | | R | | |
| 1330 | Hotel, motel, or tourist court | Motels | 721110 | 7.7-2c | | | R | R | | R | | |
| 1330 | Hotel, motel, or tourist court | Motor courts, hotels, inns & lodges | 721110 | 7.7-2c | | | R | R | | R | | |
| 1330 | Hotel, motel, or tourist court | Resort hotels without casinos | 721110 | 7.7-2c | | | R | R | | R | | |
| 1330 | Hotel, motel, or tourist court | Seasonal hotels without casinos | 721110 | 7.7-2c | | | R | R | | R | | |
| 2000 | General Sales or Service | | | | | | | | | | | |
| 2100 | Retail sales or service | | | | | | | | | | | |
| 2110 | Automobile sales or service establishment | All Other Motor Vehicle Dealers | 441229 | 7.7-3c | | | | | | R | R | |
| 2110 | Automobile sales or service establishment | General Automotive Repair | 811111 | 7.7-3a | | | | | | R | R | |
| 2110 | Automobile sales or service establishment | Automotive exhaust system repair and replacement shops | 811112 | 7.7-3a | | | | | | R | R | |
| 2110 | Automobile sales or service establishment | Other Automotive Mechanical and Electrical Repair and Maintenance | 811113 | 7.7-3a | | | | | | R | R | |
| 2110 | Automobile sales or service establishment | Automotive Body, Paint, and Interior Repair and Maintenance | 811121 | 7.7-3a | | | | | | | R | |
| 2110 | Automobile sales or service establishment | Automotive Glass Replacement Shops | 811122 | 7.7-3a | | | | | | R | R | |
| 2110 | Automobile sales or service establishment | Automotive oil change and lubrication shops | 811191 | 7.7-3a | | | | | | R | R | |
| 2110 | Automobile sales or service establishment | Automotive detailing services (i.e., cleaning, polishing) | 811192 | | | | | | | O | O | |
| 2110 | Automobile sales or service establishment | Car washes (including self service and automatic) | 811192 | | | | | | | O | O | |
| 2110 | Automobile sales or service establishment | Truck and bus washes | 811192 | | | | | | | O | O | |
| 2110 | Automobile sales or service establishment | All Other Automotive Repair and Maintenance | 811198 | 7.7-3a | | | | | | R | R | |
| 2111 | Car dealer | New Car & Light Truck Dealers | 441110 | 7.7-3b | | | | | | R | | |
| 2111 | Car dealer | Used Car & Light Truck Dealers | 441120 | 7.7-3b | | | | | | R | | |
| 2112 | Bus, truck, mobile homes, or large vehicles | Recreational Vehicle Dealers | 441210 | 7.7-3b | | | | | | R | R | |

- (2) Permitted curb cut access shall not be derived from a local street.
- (3) A minimum 50-foot wide buffer is required adjacent to all property except Right-of-Way.
- (4) Length of the stay for all but permanent staff shall not exceed 30 consecutive days.
- (5) Sanitary facilities or trash receptacles shall be located a minimum of 200 feet from any residential district and/or AG district when used for single family.
- (6) Recreational facilities associated with the use shall be for staff and guests only.
- (7) One parking space per lodging unit or five (5) per 1000 square feet of floor area, whichever is greater.

b. Bed and Breakfast Inns

- (1) Definition - A use that takes place within a structure that was primarily used as a single-family dwelling, consisting of renting from one to six dwelling rooms on a daily basis to tourists, vacationers, and business travelers, where only breakfast meals are served and provided for those guests only. The homeowner shall reside on site and employment shall not exceed three full time employees in addition to the owner (s).
- (2) Location – Bed and Breakfast Inns should be located in areas with aesthetic value and/or historical significance, i.e. recognized landmark, lakes, view of mountains, etc.
- (3) Applicable Zoning Districts – Bed and Breakfast Inns shall be permitted in AG, R-80, R-60, and R-40 zoning districts outside existing platted subdivisions.
- (4) Parking Requirements - All parking (including handicap parking) shall be onsite, and it shall be provided in the side and/or rear of the property. The total number of parking spaces shall be based on the formula of one parking space per guest room, and one parking space for each employee. Parking areas shall be set back a minimum of ten feet and screened from adjacent properties.
- (5) Length of Stay for Guests – No guest may stay at the facility for more than fourteen days within any thirty day period. There shall be no cooking facilities within the guest rooms. Furthermore, the facility shall not be used for receptions, parties, or public gatherings.

Permitted Uses Table

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| LBCS | LBCS Description | NAICS Description | NAICS Code | Supp. Req. | AG | RES | OI | CP | NC | GC | LI | HI |
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| 1200 | Housing services for the elderly | | | | | | | | | | | |
| 1210 | Retirement housing services | Homes for the elderly without nursing care | 623312 | 7.7-17a | R | R | O | | O | O | | |
| 1230 | Assisted-living services | Assisted-living facilities without on-site nursing care facilities | 623312 | | | | O | | O | O | | |
| 1240 | Life care or continuing care services | Continuing care retirement communities | 623311 | | | | O | | O | O | | |
| 1250 | Skilled-nursing services | Assisted-living facilities with on-site nursing facilities | 623311 | | | | O | | O | O | | |
| 1300 | Hotels, motels or other accommodation services | | | | | | | | | | | |
| 1310 | Bed and breakfast inn | Bed and breakfast inns | 721191 | 7.7-2b | R | R | | | | | | |
| 1320 | Rooming and boarding | Hostels | 721199 | | O | O | O | | O | O | | |
| 1320 | Rooming and boarding | Housekeeping cabins & cottages | 721199 | 7.7-2a | R | R | | | | | | |
| 1320 | Rooming and boarding | Dormitories, Fraternities & Sororities | 721310 | | O | O | O | | | | | |
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Permitted Uses Table

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| LBCS | LBCS Description | NAICS Description | NAICS Code | Supp. Req. | GC |
|------|---|--|------------------------|-------------------------|----|
| 1210 | Retirement housing services | Homes for the elderly without nursing care | 623312 | 7.7-17a | 0 |
| 1230 | Assisted-living services | Assisted-living facilities without on-site nursing care facilities | 623312 | | 0 |
| 1240 | Life care or continuing care services | Continuing care retirement communities | 623311 | | 0 |
| 1250 | Skilled-nursing services | Assisted-living facilities with on-site nursing facilities | 623311 | | 0 |
| 1320 | Rooming and boarding | Hostels | 721199 | | 0 |
| 2110 | Automobile sales or service establishment | Automotive detailing services (i.e., cleaning, polishing) | 811192 | | 0 |
| 2110 | Automobile sales or service establishment | Car washes (including self service and automatic) | 811192 | | 0 |
| 2110 | Automobile sales or service establishment | Truck and bus washes | 811192 | | 0 |
| 2115 | Parts, accessories, or tires | Automotive Parts and Accessories Stores | 441310 | | 0 |
| 2116 | Gasoline service | Gasoline stations with convenience stores | 447110 | | 0 |
| 2116 | Gasoline service | Gasoline service stations | 447190 | | 0 |
| 2116 | Gasoline service | Gasoline stations without convenience stores | 447190 | | 0 |
| 2116 | Gasoline service | Marine service stations | 447190 | | 0 |
| 2116 | Gasoline service | Truck stops | 447190 | | 0 |
| 2121 | Furniture or home furnishings | Furniture Stores | 442110 | | 0 |
| 2121 | Furniture or home furnishings | Floor covering stores (except wood or ceramic tile only) | 442210 | | 0 |
| 2121 | Furniture or home furnishings | Window treatment stores | 442291 | | 0 |
| 2121 | Furniture or home furnishings | All Other Home Furnishings Stores | 442299 | | 0 |
| 2121 | Furniture or home furnishings | Wood-burning stove stores | 442299 | | 0 |
| 2123 | Lawn and garden supplies | Outdoor power equipment stores | 444210 | | 0 |
| 2123 | Lawn and garden supplies | Feed stores (except pet) | 444220 | | 0 |
| 2124 | Department store, warehouse club or | Department Stores (except Discount Department Stores) | 452111 | | 0 |
| 2124 | Department store, warehouse club or | Discount Department Stores | 452111 | | 0 |
| 2124 | Department store, warehouse club or | Warehouse Clubs and Supercenters | 452910 | | 0 |
| 2124 | Department store, warehouse club or | All Other General Merchandise Stores | 452990 | | 0 |
| 2125 | Electronics and Appliances | Household Appliance Stores | 443111 | | 0 |
| 2125 | Electronics and Appliances | Radio, Television, and Other Electronics Stores | 443112 | | 0 |
| 2131 | Computer and software | Computer and Software Stores | 443120 | | 0 |
| 2132 | Camera and photographic supplies | Camera and Photographic Supplies Stores | 443130 | | 0 |
| 2133 | Clothing, jewelry, luggage, shoes, etc. | Mens Clothing Stores | 448110 | | 0 |
| 2133 | Clothing, jewelry, luggage, shoes, etc. | Womens Clothing Stores | 448120 | | 0 |
| 2133 | Clothing, jewelry, luggage, shoes, etc. | Childrens and Infants' Clothing Stores | 448130 | | 0 |
| 2133 | Clothing, jewelry, luggage, shoes, etc. | Family Clothing Stores | 448140 | | 0 |
| 2133 | Clothing, jewelry, luggage, shoes, etc. | Clothing Accessories Stores | 448150 | | 0 |
| 2133 | Clothing, jewelry, luggage, shoes, etc. | Other Clothing Stores | 448190 | | 0 |
| 2133 | Clothing, jewelry, luggage, shoes, etc. | Shoe Stores | 448210 | | 0 |

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- Heavy Industrial
- Light Industrial
- Neighborhood Commercial
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- Residential

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Apps, Rezones, Variances, etc

Show me all planning applications within the last:

OR search with specific details in all planning applications (*)

Application Number

Project Name

Case Number (Variances)

Contact Name

Street Address

Parcel ID (PIN)

Map / Parcel

All Applications

[Submit plans online](#)

* June 2008 to the present; 2005 - 2008
[found here](#)

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- You may use one or all of the available search fields
- You may use partial search entries such as "304" for "304 Main Street" or "Smith" which will return all contacts with "Smith" in the name.
- Map and Parcel and Pin searches should be exact, but partial entries will also return (mixed) results
- Business License searches are limited to current, active licensees and does not return historical data
- Requests for assistance can be directed toward the listed departments or by sending an email to **webhelp at cherokeega.com**

Permits

Building, Erosion, Demolition, etc

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Application Number

Project Name

Contact Name

Street Address

Parcel ID (PIN)

Map / Parcel

All Permits

[Apply for a permit online](#)

Business Licenses

Occupational Tax Certificate

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License Number

Business Name

Contact Name

Street Address

All Licenses

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 - Character Areas
 - Street Map (Cherokee County only)
 - 2012 Aerial Photographs
 - 2009 Aerial Photography (Cherokee...)
 - 2006 Aerial Photography (Cherokee...)



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- Draw on the map
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where metro meets the mountains



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- Community Calendar
Twilight Fun Run F.O.R. Cherokee
- Senior Services
Senior Sense
- Senior Services
Senior Sense
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- Development Service Center
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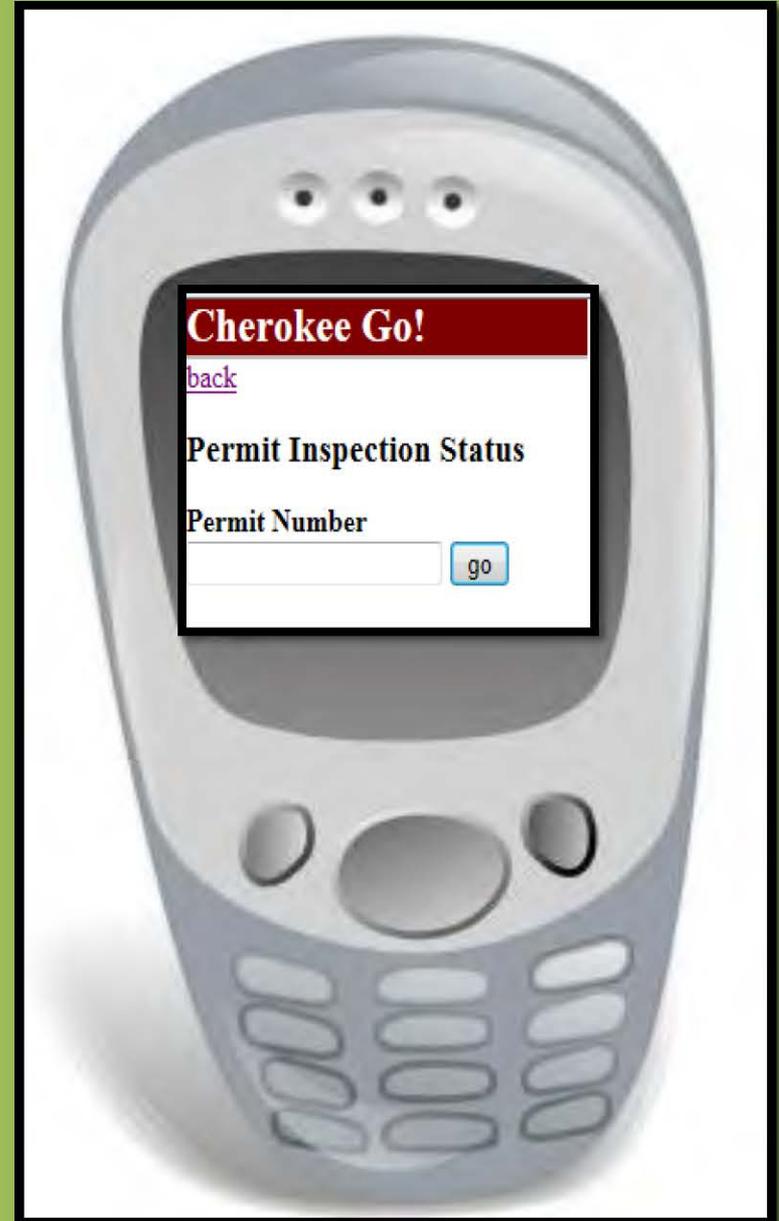
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- [Who is My Commissioner?](#)



Permits

Building, Erosion, Demolition, etc

[back to search results](#)

1 story house on crawl space with 2 bedrooms, 2 bath, covered porch, deck

Permit Number
PR20120002377

Building Issued

Application Started
September 19, 2012
Entered By
snew
Jurisdiction
Cherokee County
Expires
September 18, 2013
Issued
September 19, 2012
Occupancy Code
101-Single Family Detached
Work Class
New Const
Construction Type
Type VB (Unprotected)
Total Valuation
106,646.94
Flood Plain
N

Location(s)

12846 Cumming Hwy Canton, GA 30115 [View on Google](#)
Map 03N23213 PIN 03-0979-0003 [GIS](#)*

*copy and paste the PIN into the GIS search field to bring up the location.

Contact(s)

Contractor
Property Owner

Department Reviews

| Type | Requested | Required | Completed | Outcome | Comments |
|---------------------|-----------|----------|-----------|---------|----------|
| no reviews recorded | | | | | |

Inspections

| Type | Requested | Required | Completed | Outcome | Comments |
|----------------------------|-----------|-----------|-----------|-----------|--|
| Energy - Blower Door Test | 9/19/2012 | | | Pending | |
| Energy - Duct Blaster Test | 9/19/2012 | | | Pending | |
| Footing Inspection | 9/28/2012 | 9/28/2012 | 9/28/2012 | Cancelled | |
| Footing Inspection | 10/1/2012 | 10/1/2012 | 10/1/2012 | Failed | Install silt screen on lower side of lot and identify property lines |
| Footing Inspection | 10/2/2012 | 10/2/2012 | 10/2/2012 | Passed | |
| E&S Inspection | 10/5/2012 | 10/5/2012 | 10/5/2012 | Passed | |
| Temporary Pole Inspection | 10/5/2012 | 10/5/2012 | 10/5/2012 | Passed | EMAILED TO SAWNEE ON 10-8-12 |

Supporting Documents

[Temporary Pole Inspection \(InspectStatus\)](#)
(Letter) | pdf
[E&S Inspection \(InspectStatus\)](#)
(Letter) | pdf
[Footing Inspection \(InspectStatus\)](#)
(Letter) | pdf
[Footing Inspection \(InspectStatus\)](#)
(Letter) | pdf
[file](#)
(Application) | pdf
[Building Permit](#)
(Letter) | pdf
[Building Permit](#)
(Letter) | pdf

Sub Permits

Building Pending
Expires: 9/19/2013



- Evolution of DSC
 - Began with one objective: create a place that will handle permits, give customer one place to access all depts.
- Revolutionized Plan Review
- Building Inspectors own process
- Collaboration with County Marshal / Sheriff
- Cityview went from 5 users to 60+ users
- Faster / efficient / reduce costs / increased service



- All the data has been available in a variety of formats
 - To access required manual manipulation
 - Cost time and money to operation
 - Often customer would not have access to all the information
- The technology is not the solution
 - Did not begin by buying things
- Understanding your mission
 - What do you do vs. what you are supposed to do
 - If it does not further your mission, get rid of it
- Understanding your customer
 - What is important to them, not you
 - What can you do to help your customer succeed
- Have a vision

WHAT'S NEXT



“ As entrepreneurs, we must continue to ask ourselves 'What's next?' It takes humility to realize that we don't know everything, not to rest on our laurels and know that we must keep learning and observing. ”

— Cher Wang
HTC Corp. co-founder and chairman

Planning Applications

Apps, Rezones, Variances, etc

Show me all planning applications within the last:

OR search with specific details in all planning applications (*)

Application Number

Project Name

Case Number (Variances)

Contact Name

Street Address

Parcel ID (PIN)

Map / Parcel

All Applications

[Submit plans online](#)

* June 2008 to the present; 2005 - 2008 [found here](#)

Search Tips

- You may use one or all of the available search fields
- You may use partial search entries such as "304" for "304 Main Street" or "Smith" which will return all contacts with "Smith" in the name.
- Map and Parcel and Pin searches should be exact, but partial entries will also return (mixed) results
- Business License searches are limited to current, active licensees and does not return historical data
- Requests for assistance can be directed toward the listed departments or by sending an email to **webhelp at cherokeega.com**

Permits

Building, Erosion, Demolition, etc

Show me all permit applications within the last:

OR search with specific details in all permits.(2008 & up)

Application Number

Project Name

Contact Name

Street Address

Parcel ID (PIN)

Map / Parcel

All Permits

[Apply for a permit online](#)

Contacts

[Development Service Center](#)
770.721.7810

[Planning & Zoning](#)
678.493.6101

[GIS](#)
678.493.6050

[Building Inspections](#)
678.493.6213

Business Licenses

Occupational Tax Certificate

Show me all business license applications within the last:

OR search with specific details in all business licenses (*)

License Number

Business Name

Contact Name

Street Address

All Licenses

[Renew online for 2012!](#)

Renew via mail

Resources

[Residential Permit Fee Calculator](#)

[Permitted Uses Online](#)

[GIS Online](#)

[Real Estate Search](#)

[Deed Searches](#)

[Codes of Ordinances](#)

[Zoning Ordinances](#)



Links

[Home](#)
[Property Search](#)

Address

Development Service Center

Cherokee County
1130 Bluffs Parkway
Canton, GA 30114

P. (770) 721-7810
E. dsc@cherokeeqa.com
www.cherokeeqa.com

Need Help

If you require assistance using the Web Portal, give us a call or email us.

Hours:
8:00am - 5:00pm
Monday-Friday

[Sign in](#) / [Register](#) [Portal Home](#) [Property Search](#)

Welcome

Cherokee County's web portal is now online. At this time, we are processing Service Permits: Plumbing, HVAC, and Electrical Permits. You can also check the status of planning projects, building permits, Land Disturbance permits and Occupation Tax Certificates all hassle free, 24/7, 365 days of the year!

We are committed to improve services to our citizens, watch for more updates coming soon.



Building Department

[Apply for a Building Permit](#)
[Status and Fees](#)



Planning Department

[Status and Fees](#)



Occupation Tax Certificate / Business License

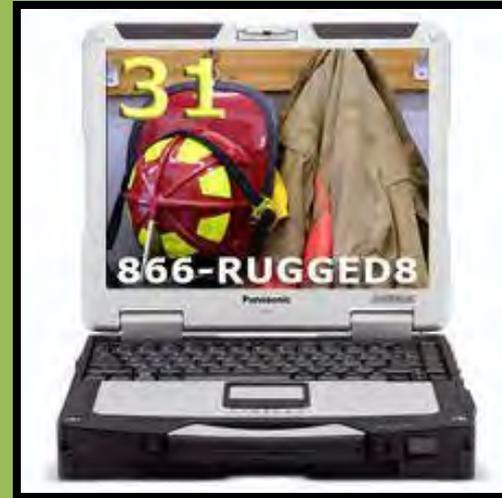
[Status and Fees](#)

Another vague idea

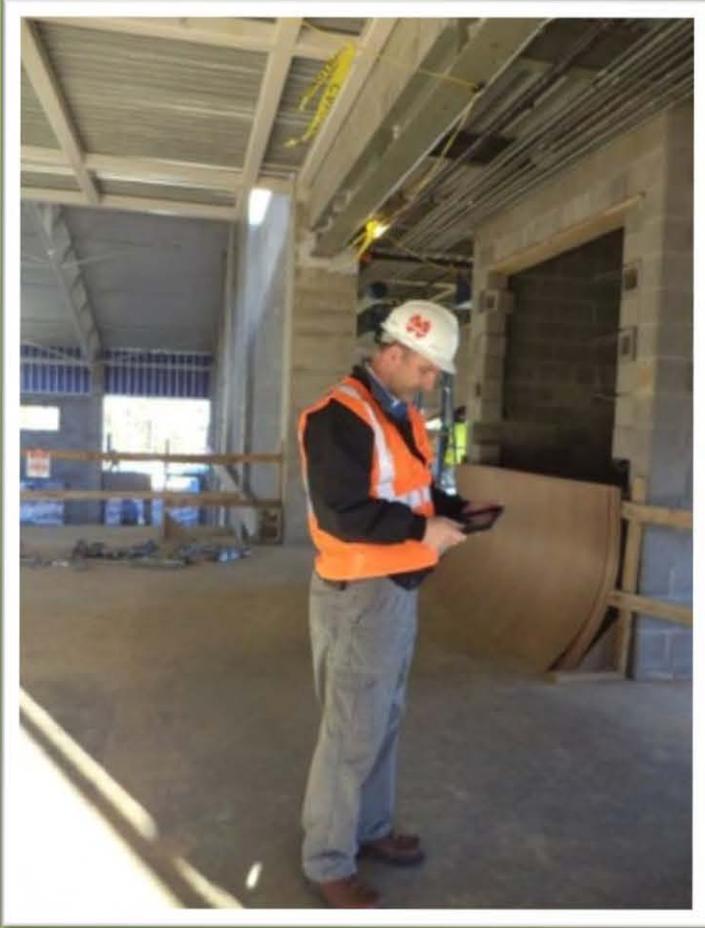
- To get the results of Building Inspections input from the field
 - Allows a contractor to move on to the next step
 - If inspection fails, allows contractor to request a re-inspection
- Explored several options over the years
 - Phone it in
 - Mobile Hwy
 - Tough books
- City view Mobile App / I-pads
 - Web based solution
 - Access to all data for permit
 - Using Internet, can access Cherokee Status for other data



- Light weight
- Easy to use
- Cost \$ 600
- No moving parts



- Heavy units
- Similar to desktop
- Cost \$ 2500
- Moving parts inside





Taking pictures to add to permit

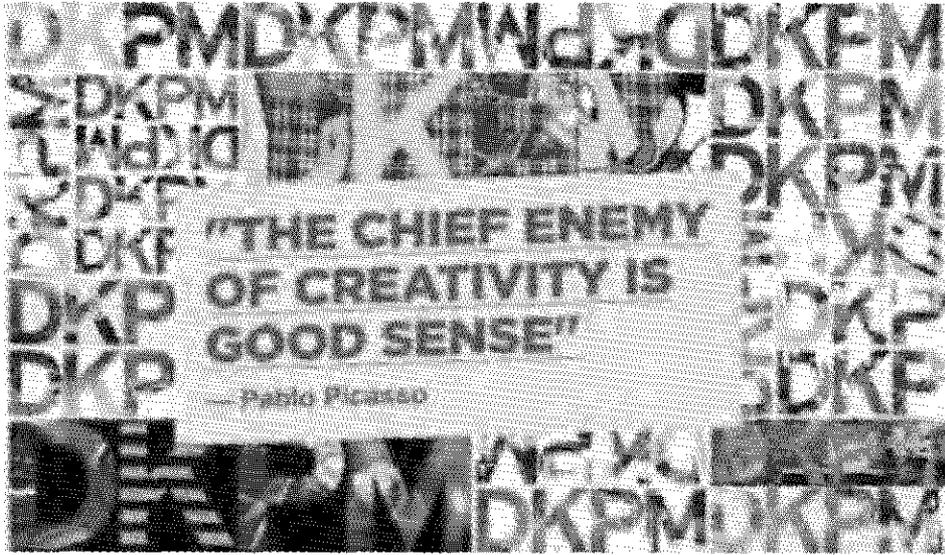


...it is not organisation and structure, but rather **ideas** that drive organisations,



...and it is these ideas that determine **success**.

Mourkogiannis (2006)



AGENDA

Cherokee County Board of Commissioners

November 20, 2012

Regular Meeting

CHEROKEE HALL 6:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE

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

CALL TO ORDER

CHAIRMAN AHRENS

RATIFY CLOSURE OF EXECUTIVE SESSION

PRESENTATIONS

Sheriff's Office Awards and Recognitions.

AMENDMENTS TO AGENDA

ANNOUNCEMENTS

1. Road Closing

Harmony Drive will be closed to through traffic at its southerly intersection with SR 20, from November 6, 2012, for a period of 30 days, for intersection reconstruction associated with the SR 20 improvement project. A posted detour utilizing Jay Green Road will be provided. Questions regarding the detour should be directed to the Georgia Department of Transportation at (770) 387-3680.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM NOVEMBER 6, 2012.

As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM NOVEMBER 6, 2012.

APPROVAL OF REGULAR MEETING MINUTES FROM NOVEMBER 6, 2012.

PUBLIC HEARING - County Attorney

Amendment to Cherokee County Code of Ordinances related to the regulation of dangerous dogs.

The Cherokee County Board of Commissioners will hold a public hearing in order to consider amending Chapter 10 of the Cherokee County Code of Ordinances related to the regulation of dangerous dogs and vicious dogs to conform to the changes in state law at the Board's regular meeting on **November 20, 2012, at 6:00 p.m.** in the Cherokee Hall of the Cherokee County Administration Building, located at 1130 Bluffs Parkway, Canton, Georgia 30114. The purpose of the public hearing shall be for public review and comment concerning proposed amendments to Cherokee County's Animal Ordinance.

No action required at the conclusion of the public hearing.

PUBLIC COMMENT

ZONING CASES

| | |
|------------------------------------|---|
| CASE NUMBER | : 12-11-007 |
| APPLICANT | : R & D Mechanical Services, Inc. |
| ZONING CHANGE | : OI to LI |
| LOCATION | : 3448 Holly Springs Parkway |
| MAP & PARCEL NUMBER | : 15N14 - 041 |
| ACRES | : 2.13 |
| PROPOSED DEVELOPMENT | : Office Warehouse |
| COMMISSION DISTRICT | : 3 |
| FUTURE DEVELOPMENT MAP | : Suburban Living |
| PLANNING COMMISSION RECOMMENDATION | : Approval with condition to provide a year round vegetative screen on the Holly Springs Parkway frontage of the warehouse building. |

| | |
|---------------|--|
| CASE NUMBER | : 12-11-008 |
| APPLICANT | : Dempsey Funeral Services of Georgia, Inc. |
| ZONING CHANGE | : R-40, NC and GC to GC |

LOCATION : 4355 Highway 92 and intersection of
Woodstock Road & Highway 92
MAP & PARCEL NUMBER : 21N12 – 38 and 39
ACRES : 28.016
PROPOSED DEVELOPMENT : Cemetery and Funeral Services
COMMISSION DISTRICT : 3
FUTURE DEVELOPMENT MAP : Community Village Node
PLANNING COMMISSION RECOMMENDATION : Approval

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

COMMISSION POST 1

HARRY B. JOHNSTON

COMMISSION POST 2

JIM HUBBARD

VICE CHAIR/COMMISSION POST 3

KAREN BOSCH

- A. Discuss ACCG endorsed Coast2Coast Discount Prescription Card.

COMMISSION POST 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider approval of execution for quit claim deed for right-of-way in conjunction of Cochran Lane by the City of Canton.

- 1.2 Consider authorization of budget amendment to accept grant funds in the amount of \$2,598.00 for purchase of bullet proof vests for Sheriff's Office personnel from the Bureau of Justice Assistance.
 - 1.3 Consider authorization of FY2013 budget amendment in the amount of \$52,899.80 to move personnel costs associated with a Sheriff Office Deputy position from Crime and Investigation Division to Internal Affairs Division as an organizational measure with no net change to the budget.
 - 1.4 Consider approval to renew contract for services to Fire One, Inc. to provide ground ladder inspection, testing and repair services. The renewal cost is the same as 2011 at \$13,000.00 initially plus additional funding if required by testing results.
 - 1.5 Consider approval to award a Professional Services Agreement to the most responsive, responsible proposer, EMS Technology Solutions, LLC, in the amount of \$11,220.00 for the first year for an Inventory Management System including implementation and 30 licenses for Cherokee Fire/Emergency Services. (Following years in the amount of \$9,720.00 per year.)
 - 1.6 Consider acceptance of state grant from Criminal Justice Coordinating Council (CJCC) for the operational funding of the DUI Court in the amount of \$12,395.00 for the remaining 9 months of FY2013. This is a no match grant.
-

COUNTY MANAGER

- 2.1 Consider approval of a budget amendment and acceptance of a donation in the amount of \$70,000.00 from Clayton Volunteer Fire Department. Requesting approval to contribute an additional \$8,000.00 in SPLOST funds for the acquisition of a 2012 fire truck chassis.
- 2.2 Consider approval to issue a 'Letter of Intent to Terminate' our contract with Advanced Data Processing, Inc. (ADPI) for the Rescue Ambulance Billing, Field Data Systems and Related Professional Service Agreement dated April 22, 2003.
- 2.3 Consider approval of a design services contract with The Barnhardt Group, LLC for the preparation of a Pavement Management and Distress Evaluation for Towne Lake Parkway in the amount of \$29,282.45.

- 2.4 Consideration of a proposal from Martin-Robbins Fence Company, Inc., for the installation of guardrail along portions of Shoal Creek Road in the amount of \$39,850.00. Martin-Robbins holds the annual contract for guardrail repairs with the County.
 - 2.5 Consider approval of an Intergovernmental Agreement between Cherokee County and the City of Woodstock Downtown Development Authority for use of the CATS trolley for the month of December 2012.
 - 2.6 Consider approval of contract amendment between Cherokee County and Georgia Department of Human Services for an increase in funding in the amount of \$47,690.36 to the CATS demand response service.
 - 2.7 Consideration of a contract with low bidder Enterprise Holdings for Operation, Management and Marketing of the Cherokee County CATS Vanpool Program. In addition to \$1,750.00 annual savings over current vendor, will save each vanpool group approximately \$158.00 annually.
 - 2.8 Consider approval of a revision to the definition of Local Recreation Provider under Cherokee Recreation and Parks Agency's Athletic Field Use Policy as recommended by the CCPR Advisory Board.
 - 2.9 Consider approval of lease agreement to use Cherokee Charter Academy gymnasium facility for Cherokee Youth Basketball (CYB) practices and games for the 2012-2013 season. Lease cost is covered within the CYB program budget.
 - 2.10 Consideration of agreement with the City of Ball Ground for reimbursement in the amount of \$35,000.00 for the City's acquisition of the school gym for recreational purposes, as well as payment for landscaping and stream bank mitigation in the amount not to exceed \$35,000.00. Both will be funding from the Park Bond.
-

COUNTY ATTORNEY

ADJOURN

NOTICE OF PUBLIC HEARING

Re: Proposed Amendment to Chapter 10 of the Cherokee County Codes of Ordinance related to the regulation of dangerous dogs and vicious dogs to conform to the changes in state law effective July 1, 2012.

Notice is hereby given that the Cherokee County Board of Commissioners will hold a public hearing in order to consider amending Chapter 10 of the Cherokee County Code of Ordinances related to the regulation of dangerous dogs and vicious dogs to conform to the changes in state law at the Board's regular meeting on November 20, 2012, at 6:00 p.m. in the Cherokee Hall of the Cherokee County Administration Building, located at 1130 Bluffs Parkway, Canton, Georgia 30114. The purpose of the public hearing shall be for public review and comment concerning proposed amendments to Cherokee County's Animal Ordinance. The Board may act upon the Ordinance at the conclusion of the public hearing. A copy of the proposed amendment is on file with the Cherokee County Clerk. All Cherokee County residents and any other affected and/or interested persons are invited and encouraged to attend.

COUNTY OF CHEROKEE)
)
STATE OF GEORGIA)

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER TEN (10) OF THE CODE OF ORDINANCES, CHEROKEE COUNTY, GEORGIA RELATING TO REGULATION OF DANGEROUS DOGS AND VICIOUS DOGS; TO PROVIDE FOR DEFINITIONS; TO PROMOTE THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof that the governing authority of the County may adopt clearly reasonable ordinances, resolutions and regulations; and

WHEREAS, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protecting and preserving the public health, safety, and welfare of the population of the unincorporated areas of the County; and

WHEREAS, the governing authority of Cherokee County, to wit, the Board of Commissioners (the “Board”), desires to exercise such authority in adopting this Ordinance; and

WHEREAS, the Georgia General Assembly in 2012 has adopted (in the form of House Bill 685) changes to the state statutes regarding regulation of dangerous dogs and vicious dogs; and

WHEREAS, the Board finds that it is in the public interest to amend the language of Chapter 10 of the Code of Ordinances, Cherokee County, Georgia as set forth hereinbelow, relating to regulation of dangerous dogs and vicious dogs in order to bring said regulations into conformity with the new state law;

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF CHEROKEE COUNTY, GEORGIA as follows:

1.

The Code of Ordinances, Cherokee County, Georgia, Sec. 10-26, shall be amended in its entirety to read as follows:

Sec. 10-26. – Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon means the act of placing an animal on public property or within a public building, unattended or uncared for, or on or within the private property of another without the express permission of the owner, custodian, or tenant of the private property. An animal shall also be considered abandoned when it has been unattended and without adequate food, water, ventilation or shelter, for a period in excess of 36 hours, regardless of where such animal may be found or kept.

Adequate food means sufficient quantity of noncontaminated and nutritionally healthy sustenance that is appropriate to the species, breed, size, age, and health of the animal, or at the direction of a licensed veterinarian, which is sufficient to prevent starvation, malnutrition, or risk to the animal's health. Garbage, spoiled, rancid, or contaminated food is not adequate food.

Adequate shelter means a protective covering for an animal that is of adequate size and provides adequate protection to maintain the animal in a state of good health, and that prevents pain, suffering, or significant risk to the animal's health. Adequate shelter shall consist of a completely enclosed structure with four sides with a door opening, a constructed floor, and a roof. It should also be clean, dry, and compatible with current weather conditions, in addition to age, size, species, and condition of the animal. The structure should be of sufficient size to allow the animal to stand, turn around, lie down, and go in and out of the structure comfortably. To be adequate, some type of bedding that is quick drying, such as hay or pine straw, must be provided to maintain comfortable temperatures within the structure during times when the ambient, outside temperature is below freezing. In addition, the structure shall include a heavy plastic or rubber flap to cover the door and/or window openings during the months of November through March. From April through October, the structure shall either be shaded or moved out of direct sunlight. If the shelter is made of wood, it shall be raised at least two

inches off the ground to prevent seepage or rotting. Examples of inadequate shelter include, but are not limited to, lean-tos, metal or plastic drums, boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient protection from the elements.

Adequate space means a sufficient safe space for adequate exercise suitable to the age, size, species, and breed of animal. For dogs, adequate space means an enclosure with a minimum of 150 square feet per dog.

Adequate water means clear, drinkable water in adequate supply. Examples of inadequate water include, but are not limited to: snow, ice, and rancid/contaminated water.

Animal means any living organism, except a plant, bacterium, or human, which can move voluntarily and has specialized sense organs, included domesticated animals and fowl.

Animal control board means the board constituted and appointed by the board of commissioners to perform the duties of the animal control board under this chapter.

Animal control facility means and includes any vehicle, building, structure, pasture, paddock, pond, impoundment area or premises where any animal is kept or housed by Cherokee County for the purpose of impounding or harboring stray, homeless, abandoned, unwanted, neglected or abused animals.

Animal control officer means the county marshal or his/her designees, **who shall serve as dog control officers for purposes of Article III of this Chapter, as contemplated by Title 4, Chapter 8, Article 2 of the Official Code of Georgia.**

Classified dog means any dog that has been classified as either a dangerous dog or vicious dog pursuant to Article III of this Chapter.

Cruelty means causing death or unjustifiable pain or suffering to an animal by an act, an omission, or neglect.

Dangerous dog **means any dog that:**

(1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph;

(2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or

(3) While off the owner's property, kills a pet animal; provided, however, that this subparagraph shall not apply where the death of such pet animal is caused by a dog that is working or training as a hunting dog, herding dog, or predator control dog.

~~a classification made by an animal control officer for any dog that has without provocation inflicted severe injury on a human being or another domestic animal or, if such dog has previously been classified as a potentially dangerous dog, has aggressively bitten, attacked or endangered the safety of a human being or domestic animal without provocation. However, no dog may be declared dangerous if the threat, injury or damage was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing, or assaulting the dog or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the dog or was committing or attempting to commit a crime. The definition shall not be construed to include any dog that is part of a governmental organization or a trained guard dog in performance of its duties.~~

Dogs' running at large means any dog not under immediate control, not on a leash, not at heel, not beside a competent person, not in a vehicle driven or parked, or not confined within the property limits of his owner. Hunting and tracking dogs are deemed under the control of the owner when hunting with the landowner's permission. Working farm dogs are deemed under the control of the owner when acting in conjunction with farming operations and/or otherwise under the general command of the owner.

Domestic animal means an animal that, through long association with humans, has been adapted to human living conditions.

Fighting dog means any dog that is owned, possessed, kept, harbored, trained, or maintained for the purpose of fighting. Fighting dogs are illegal in Cherokee County.

Guard or protection dog means any dog trained for the purpose of protecting individuals from assault and/or preventing property loss or damage. A dog shall not be considered a guard or protection dog if it otherwise meets the criteria for being defined as a dangerous dog, ~~potentially dangerous dog,~~ or vicious dog.

Impoundment means the act of taking physical possession and control of an animal by an animal control officer or other officer empowered to act by law and transporting it to the animal control facility.

Livestock means and includes horses, cows, goats, pigs, or any other hoofed animal used for pleasure or profit. Fowl and rabbits are expressly included within this definition.

Necessary veterinary care means veterinary medical attention appropriate to the circumstances, whenever an animal is known or suspected to have suffered an injury, accidental or deliberate, or exhibits signs of disease process such as shock, temperature fluctuation, tremors, swelling, broken bones, open wounds, inability to eat or drink, blistering, irregular or abnormal breathing, partial or total paralysis, abnormal discharge or bleeding, mange, or other signs of health problems.

Owner means any **natural person or any legal entity, including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping, or having custody or control of a dog. In the case of a dog owned by a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor.** ~~firm, corporation, partnership, association, and/or other legal entity, who or which owns, possesses, harbors, keeps, feeds, maintains, or knowingly causes or knowingly permits an animal to be harbored or kept, or has an animal in his/her care, or who permits an animal to remain on or about his/her premises.~~

~~Without limiting the generality of the foregoing, any adult at whose residence a dangerous dog or potentially dangerous dog is kept or found shall be presumed to be an owner of such dog and shall have the burden of rebutting such presumption. If an animal has more than one owner, any one of such owners may be prosecuted for violations whether or not any other owners are also prosecuted.~~

Police officer means any law enforcement officer empowered to make arrests or cause to be issued citations or summonses in unincorporated areas of this county.

~~*Potentially dangerous dog* means a classification made by an animal control officer for any dog with a known propensity, tendency, or disposition to make unprovoked attacks, cause injuries, or otherwise threaten the safety of any human being or domestic animal. Potentially dangerous dog shall also mean any dog which, when unprovoked, inflicts a bite upon a human being or domestic animal or chases or approaches a human being or domestic animal on any public property in a vicious or terrorizing manner in an apparent attitude of an attack. A dog shall not be considered a potentially dangerous dog if the attack, injury, or threatening conduct by the dog was sustained by, or targeted at, a person who, at the time, was committing a willful trespass~~

~~or other tort or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.~~

Proper enclosure means an enclosure that meets all of the following criteria:

- (1) A structure which is suitable to prevent the entry of young children and to prevent the dog from escaping;
- (2) A structure with secure sides and a secure top attached to all sides;
- (3) A structure whose sides are so constructed at the bottom so as to prevent the dog's escape by digging under the sides. The sides must either be buried two feet into the ground or sunken into a concrete pad;
- (4) A structure which provides appropriate protection from the elements for the dog. The structure must contain adequate shelter inside it;
- (5) A structure which is inside a perimeter or area fence;
- (6) The gate to the structure shall be of the inward-opening type and shall be kept locked except when tending to the animal's needs such as cleaning the kennel or providing food and water.

Provocation means committing a willful trespass or other tort upon the premises occupied by the owner or possessor of the animal, or teasing, tormenting, or abusing the animal or committing or attempting to commit a crime against a person.

Sanitary conditions means an animal living space, shelter, or exercise area that is not contaminated by health hazards, irritants, pollutants, items, or conditions that endanger or pose a risk to an animal's health.

~~Severe~~ **Serious injury** means **any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, or lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ**
~~any injury which results in a broken bone, lacerations severe enough to require multiple sutures or to render cosmetic surgery necessary or appropriate, puncture wounds that intrude below the surface of the skin, or death.~~

~~Vicious dog, consistent with O.C.G.A. § 4-8-41(6),~~ means **a dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack**
~~any dog that inflicts a severe injury on a human being without provocation after the owner has notice that the dog has previously bitten or attacked or endangered the safety of a human being; or any dog that is owned, possessed, kept, harbored, trained, or maintained for the purpose of fighting.~~

~~Such term shall not include a dog that inflicts any injury upon a person when the dog is being used by a law enforcement officer to carry out the law enforcement officer's official duties. A dog shall not be a vicious dog if the injury inflicted by the dog was sustained by a person who, at the time, was committing a willful trespass or other tort or was tormenting, abusing, or assaulting the dog or had in the past been observed or reported to have tormented, abused, or assaulted the dog or was committing or attempting to commit a crime.~~

2.

The Code of Ordinances, Cherokee County, Georgia, Chapter 1, Article III, shall be amended in its entirety to read as follows:

Sec. 10-71. - Title and purpose.

(a) The purpose of this article shall be to implement the provisions of O.C.G.A. § 4-8-~~1~~ ~~20~~, et seq. (the "act"), relating to dangerous dog **and vicious dog** control, and in some instances, to strengthen the requirements of the act in furtherance of a community that is safe and secure from the harms of dangerous and **vicious** ~~potentially dangerous~~ dogs. Nothing contained in this article shall be deemed to amend or supersede any other ordinances relating to animal control. Violations of this article shall be punishable as provided in the act.

(b)(1) Any dog classified prior to July 1, 2012 as a potentially dangerous dog in Georgia shall on and after that date be classified as a dangerous dog under this article.

(2) Any dog classified prior to July 1, 2012 as a dangerous dog or vicious dog in Georgia shall on and after that date be classified as a vicious dog under this article.

(c) The owner of any dog referred to in subsection (b) of this section shall come into compliance with all current provisions of this article by January 1, 2013.

Sec. 10-72. - Exceptions.

No dog shall be classified as a dangerous dog, or **vicious** ~~potentially dangerous~~ dog ~~as a result of an injury upon a human being or other animal inflicted at a time when~~ **for actions that occur while** the dog ~~is~~ **is** ~~was~~ being used by a ~~law enforcement~~ **police** officer **or military officer** to carry out the ~~law enforcement~~ **police or military** officer's official duties. No dog shall be considered a dangerous dog, or **vicious** ~~potentially dangerous~~ dog **if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to**

~~commit an offense under Chapter 5 of Title 16 of the Official Code of Georgia, as a result of an injury inflicted by the dog upon a person who, at the time of injury, was committing a willful trespass or other tort; who was tormenting, abusing or assaulting the dog or had done so in the past; or who was attempting to commit a crime. If the person injured is a child of tender years, the age, understanding, and capacity of such child shall be considered to determine whether such child was capable of committing a willful trespass or other tort or a crime.~~

Sec. 10-73. - Classification as dangerous dog or ~~potentially dangerous~~ vicious dog; notice to owner.

(a) **Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog within the County, the animal control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or vicious dog.** When the animal control officer classifies any dog as a dangerous dog or a ~~potentially dangerous~~ **vicious** dog under this article, the animal control officer shall notify the dog's owner **within 72 hours** of such classification. The notice to the owner shall meet the following requirements:

(1) The notice shall be in writing and mailed by certified mail or statutory overnight delivery to the owner's last known address. ~~If a dog has more than one owner, notice to one owner shall be sufficient for purposes of this article. If there is a question as to the dog's ownership, notice shall be deemed sufficient if sent to the last person who received a citation for the dog.~~

(2) The notice shall include a summary of the animal control officer's ~~findings~~ **determination of** ~~that form the basis for~~ the dog's classification as a dangerous or a ~~potentially dangerous~~ **vicious** dog.

(3) The notice shall be dated and shall state that the owner has a right to request a hearing on the classification within 15 days ~~from~~ **after** the date ~~of~~ **shown on** the notice.

(4) The notice shall state that the animal control board shall conduct the hearing.

(5) The notice shall state that if the owner does not request such a hearing within **the allotted time** ~~15 days from the date of the notice,~~ the classification of the dog as a dangerous dog or ~~potentially dangerous~~ **vicious** dog shall ~~become final and conclusive~~ **effective** for all purposes **under this article.**

(6) The notice shall include a form to request a hearing before the animal control board and shall provide specific instructions on mailing or delivering such a request.

(b) When the animal control board receives a request for a hearing from an owner, it shall schedule such a hearing within 30 days of receipt of the request, **provided that such hearing may be continued by the animal control board for good cause shown.**

The animal control board shall notify the owner in writing by certified mail or statutory overnight delivery of the date, time, and place of the hearing; such notice shall be made to the owner at least ten days prior to the date of the hearing. At the hearing, the owner shall be given the opportunity to testify and to present evidence.

The animal control board shall also receive such other evidence and hear such other testimony as it may find reasonably necessary to make a determination to sustain, modify, or overrule the classification of the dog by the animal control officer. Within ten days of the date of the hearing, the animal control board shall notify the owner in writing, by certified mail or statutory overnight delivery, of its determination on the matter. If the determination is made that the dog is a dangerous dog or **vicious** ~~potentially dangerous~~ dog, the notice shall specify the date upon which that determination is effective. **If the determination is that the dog is to be euthanized pursuant to subsection (d) below, the notice shall specify the date by which the euthanasia shall occur.** Unless the board determines that a later date is appropriate in a particular case, the effective date of the determination shall be the date of the animal control officer's classification.

~~(e) If the identity of the owner of a dog which the animal control officer has classified as a dangerous dog or potentially dangerous dog cannot be determined, the dog shall be immediately confiscated.~~

~~If the dog's owner claims such a dog, the dog shall be released to its owner, together with a copy of the notice specified in subsection (a) of this section, upon proof of strict compliance with all provisions of this chapter. If the dog remains unclaimed for five days, the dog shall be euthanized in an expeditious and humane manner. Under no circumstances shall such dog be placed for adoption. In addition, all fees as described in this article must be paid before the dog will be released.~~

(c) A dog that is found, after notice and opportunity for hearing as provided in this Section, to have caused serious injury to a human on more than one occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012 shall count for purposes of this subsection.

Sec. 10-74. - Requirements for possession of dangerous or ~~potentially dangerous~~ **vicious dog.**

(a) Any owner, possessor, guardian, or custodian of a dangerous or ~~potentially dangerous~~ **vicious** dog shall be jointly and severally responsible with all other owners, possessors, guardians, or custodians of such dog for compliance with the requirements of this chapter.

(b) No person shall own, possess, keep, harbor, **be issued a certificate of registration for,** or have custody or control of a dangerous dog or ~~potentially dangerous~~ **vicious** dog except in compliance with all of the following requirements:

(1) In addition to the requirements for a proper enclosure set forth in subsection 10-29(b)(1), owners, possessors, guardians or custodians who maintain their dangerous or ~~potentially dangerous~~ **vicious** dog out-of-doors shall fence a

portion of their property with a second perimeter or area fence. Within this perimeter or area fence, the dangerous or ~~potentially dangerous~~ **vicious** dog must be humanely confined inside a pen or kennel of adequate size. The pen or kennel may not share common fencing with the area or perimeter fence. The kennel or pen must have secure sides and a secure top attached to all sides. The sides must either be buried two feet into the ground or sunken into a concrete pad. The gate to the kennel shall be inward-opening and shall be kept locked, except when tending to the animal's needs such as cleaning the kennel or providing food and water.

(2) It shall be unlawful for the owner, possessor, guardian or custodian of a dangerous or ~~potentially dangerous~~ **vicious** dog **to allow the dog** to be outside of its proper enclosure as provided for in subsection 10-29(b)(1) and subsection (b)(1), above, unless the dog is properly muzzled by a muzzle or device constructed so as to prevent the animal from biting, and the dog is attended by the owner, possessor, guardian or custodian, and the dog is restrained by a secure collar and leash of sufficient strength to prevent escape **and under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary.** The leash shall be no longer than six feet in length and the animal must be kept at least 15 feet within the perimeter boundaries of the property unless the perimeter boundary is securely fenced. **It shall be unlawful for the owner of a vicious dog to permit the dog to be unattended with minors.**

(3) The premises where a dangerous dog or ~~potentially dangerous~~ **vicious** dog is kept shall be posted with a clearly visible sign, warning that there is a dog on the premises that presents a danger to human beings. Such signs shall include a symbol sufficient to convey without words the message that there is a dog on the premises which presents a danger to human beings. The signs shall be conspicuously displayed **at all entrances to the premises where the dog resides and** on each side of the enclosure for each 50 feet of enclosure, with a minimum of two signs, as well as a sign on each ingress and egress point to the enclosure. The signs shall be a minimum of ten inches high and 14 inches long.

(4) The owner of a dangerous dog or ~~potentially dangerous~~ **vicious** dog shall maintain at all times ~~either~~ a policy of **general or specific liability** insurance ~~or a surety bond~~ in a minimum amount of \$1,000,000.00 **insuring the owner of the vicious dog against liability for any bodily injury or property damage caused to cover claims for any personal injuries inflicted** by the dog, which policy or surety bond shall be issued by an insurer ~~or surety, as the case may be,~~ authorized to transact business in this state.

(5) The animal control officer, or his designee, shall have the right to inspect randomly and without notice a dangerous dog or ~~potentially dangerous~~ **vicious** dog which is required to be confined pursuant to this section.

(6) The owner of a dangerous or ~~potentially dangerous~~ **vicious** dog shall, ~~prior to placing dogs on property,~~ have the dog a microchip **containing an identification number and capable of being scanned injected under the skin between the shoulder blades of the dog,** ~~registered, at his/her own expense, and provide the registration number to the marshal's office. The owner shall keep the registration information updated.~~

(7) The owner of a classified dog shall have the dog spayed or neutered.

(8) No owner of a classified dog shall keep such dog within 200 yards of any structure or manmade improvement that is an aquatic center, church, convenience store, day care, grocery store, hospital, library, nursing home, park, playground, restaurant, school, pediatric office, or walking trail.

~~(7) Except when being transported to a licensed veterinary facility, dangerous and potentially dangerous dogs shall not be allowed off the property of the owner.~~

~~(8) Should transport to veterinary care be needed, the animal shall be securely and humanely confined within a vehicle. Movement of the animal from the residence of the owner, to and from the transporting vehicle, and to and from the veterinary facility, shall be conducted with the animal securely leashed by a leash no longer than six feet in length and muzzled by a muzzle or device constructed so as to prevent the animal from biting.~~

Sec. 10-75. - Registration of dangerous dogs and ~~potentially dangerous~~ **vicious dogs.**

(a) No dangerous dog or **vicious** ~~potentially dangerous~~ dog shall be permitted to remain within the county, ~~unless it is registered in accordance with~~ **without a certificate of registration issued in accordance with the provisions of** this section. In addition to the annual registration fees provided otherwise in this chapter, the owner of a dangerous dog or **vicious** ~~potentially dangerous~~ dog shall pay an annual registration fee and shall register such owner's dog as a dangerous dog or **vicious** ~~potentially dangerous~~ dog according to the classification and determination previously made under this article.

No dangerous dog or **vicious** ~~potentially dangerous~~ dog shall be registered unless the owner can provide sufficient evidence that all of the **applicable** provisions of **this article** ~~section 10-74~~ have been and are being met.

(b) ~~The~~ **Certificates of** registration ~~provided by this section~~ shall be nontransferable **and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile.** The registration shall be renewed annually or upon the earlier transfer of ownership or possession of **a dangerous** ~~the classified~~ dog or a change in the location of the **dangerous** dog's primary habitat. **At the time of renewal of a certificate of registration for a vicious dog, the animal control officer shall verify that the owner is continuing to comply with the provisions of this article. Failure to renew a certificate of registration within ten days of the renewal date or initial classification date shall constitute a violation of this article.**

~~(c) The owner of a dangerous dog or potentially dangerous dog who is a new resident of the State of Georgia shall register the dog as required in this article within 30 days after becoming a resident.~~

~~The owner of a dangerous dog or potentially dangerous dog who moves from one jurisdiction to another within the State of Georgia shall register the dangerous dog or potentially dangerous dog in the new jurisdiction within ten days after becoming a resident.~~ **The owner of a classified dog who moves from one jurisdiction within the State of Georgia to the County shall register the classified dog with the County within ten days of becoming a County resident and notify the dog control officer of the jurisdiction from which he or she moved. The owner of a similarly classified dog who moves into the County from another state shall register the dog as required by this article within 30 days of becoming a County resident.**

(d) Issuance of a certificate of registration, or the renewal of a certificate of registration by the county, does not warrant or guarantee that the requirements of this article are maintained by the owner of a dangerous dog or **vicious** ~~potentially dangerous~~ dog on a continuous basis following the date of the issuance of the initial certificate of registration or following the date of any annual renewal of such certificate.

(e) No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.

(f) No person shall be the owner of more than one vicious dog.

(g) No certificate of registration for a vicious dog shall be issued to any person (or to any person residing with such person) who has been convicted (from the time of conviction until two years after completion of his or her sentence) of:

(1) A serious violent felony as defined in O.C.G.A. § 17-10-6.1;

(2) The felony of dogfighting as provided for in O.C.G.A. § 16-12-37 or the felony of aggravated cruelty to animals as provided for in O.C.G.A. § 16-12-4; or

(3) A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in O.C.G.A. § 16-13-31.1.

Sec. 10-76. - Transfer of ownership or possession.

(a) Upon the transfer of ownership or possession of any dangerous dog ~~or potentially dangerous dog~~, the transferor shall provide the ~~dog~~ **animal** control officer with the name, address, and telephone numbers of the new owner of the dog and of the effective date of the transfer. **It shall be unlawful to transfer ownership or possession of any classified dog to any transferee residing in Cherokee County, Georgia.**

(b) Any transferee of a dangerous dog ~~or potentially dangerous dog~~ shall be presumed to have notice of the dog's classification as such.

(c) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.

Sec. 10-77. - Notice to ~~dog~~ animal control officer.

(a) The owner of a dangerous dog or **vicious** ~~potentially dangerous~~ dog shall notify the ~~dog~~ **animal** control officer, in person or by telephone, within 24 hours of the occurrence of any one of the following events:

- (1) The dog has escaped or has otherwise ceased to be in the custody of the owner for any reason, unless the owner knows such dog to be physically secured and restrained or confined in the custody of another competent adult.
- (2) Such dog has attacked a human being or other animal.
- (3) Such dog has been sold, given, or otherwise transferred to the ownership or possession of another person.
- (4) The dog has died **or has been euthanized.**
- (5) The dog is leaving Cherokee County.

Sec. 10-78. - Confiscation and disposition of dogs.

~~(a) If an animal control officer or police officer has probable cause to believe that a dangerous dog or vicious potentially dangerous dog is being harbored in violation of this article, such officer or agent may do one of the following:~~

- ~~(1) Order the violation immediately corrected and cite the owner of the dog to appear in court for the violation; or~~
- ~~(2) If the violation cannot be immediately corrected and the dog is posing a threat to human beings or other domestic animals, the dog may be seized and impounded, in which case the owner will be cited to appear in court for the violation. Upon approval of the marshal and at the owner's request and expense, such impoundment may be at a veterinarian or licensed kennel of the owner's choosing.~~

~~(b) Absent an order from the a court of competent jurisdiction to the contrary, any dog which has been confiscated under this section shall be returned to its owner only following disposition by the court on the citation and only then upon the owner's proof of strict compliance with the provisions of this article and upon the payment of actual boarding expenses, plus reasonable confiscation costs, which shall be \$100.00 upon the first confiscation of any dog, \$200.00 upon the second, and \$400.00 upon the third or subsequent confiscation.~~

~~If the owner has not complied with the provisions of this article and paid such confiscation costs within 20 days following disposition by the court, the dog shall be euthanized in an expeditious and humane manner.~~

(a) A police officer or animal control officer shall immediately impound a dog if the officer believes the dog poses a threat to the public safety.

(b) A dangerous or vicious dog shall be immediately confiscated by any animal control officer or by a police officer in the case of any violation of this article. A refusal to surrender a dog subject to confiscation shall be a violation of this article.

(c) The owner of any dog that has been confiscated pursuant to this article may recover such dog upon payment of reasonable confiscation and housing costs and proof of compliance with the provisions of this article. All fines and all charges for services performed by a police or animal control officer shall be paid prior to owner recovery of the dog. Criminal prosecution shall not be stayed due to owner recovery or euthanasia of the dog.

(d) In the event the owner has not complied with the provisions of this article within 20 days of the date the dog was confiscated, such dog shall be destroyed in an expeditious and humane manner and the owner may be required to pay the costs of housing and euthanasia.

(e) The provisions of this Section shall govern, as to classified dogs, over any contrary provisions of Article II of this Chapter.

Sec. 10-79. - Report to district attorney and solicitor.

(a) The animal control officer shall report to the district attorney the conduct of any owner which the animal control officer believes may constitute a felony under the act.

(b) The animal control officer shall report to the solicitor the conduct of any owner that the animal control officer reasonably believes may constitute a misdemeanor under the act.

Sec. 10-80. - Penalties.

In addition to any other penalty that is available under this chapter, the owner, possessor, guardian or custodian of a dangerous or **vicious** ~~potentially dangerous~~ dog who violates this article shall be subject, at a minimum, to the penalties as set forth in ~~O.C.G.A. § 4-8-28~~ of the act, ~~and~~ as such may be amended from time to time.

3.

The Code of Ordinances, Cherokee County, Georgia, Chapter 1, Article IV, regarding Vicious Dogs, is hereby repealed in its entirety.

4.

Remaining Portions Unaffected. Except as specified herein, all remaining portions of the Code of Ordinances, Cherokee County, Georgia shall continue in full force and effect, and shall remain unaffected by this amendment.

5.

Severability. It is the express intent of the Cherokee County Board of Commissioners that this Ordinance be consistent with both federal and State law. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

6.

Conflicting Ordinances Repealed. Any and all Ordinances or parts of Ordinances in conflict herewith shall be, and the same are, hereby repealed to the extent of such conflict.

7.

Effective Date. This Ordinance shall become effective immediately upon passage.

SO ORDAINED this _____ day of November, 2012.

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Jr., Chairman

ATTEST:

County Clerk



Planning and Land Use

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

FROM: Vicki Taylor Lee, Zoning Administrator

DATE: November 14, 2012

SUBJECT: Summary of Zoning Cases

At the November 6, 2012 meeting the Planning Commission reviewed the following items:

Zoning Cases:

| | |
|---|--|
| CASE NUMBER | : 12-11-007 |
| APPLICANT | : R & D Mechanical Services, Inc. |
| ZONING CHANGE | : OI to LI |
| LOCATION | : 3448 Holly Springs Parkway |
| MAP & PARCEL NUMBER | : 15N14 - 041 |
| ACRES | : 2.13 |
| PROPOSED DEVELOPMENT | : Office Warehouse |
| COMMISSION DISTRICT | : 3 |
| FUTURE DEVELOPMENT MAP | : Suburban Living |
| PLANNING COMMISSION RECOMMENDATION | : Approval with condition to provide a year round vegetative screen on the Holly Springs Parkway frontage of the warehouse building. |
| CASE NUMBER | : 12-11-008 |
| APPLICANT | : Dempsey Funeral Services of Georgia, Inc. |
| ZONING CHANGE | : R-40, NC and GC to GC |
| LOCATION | : 4355 Highway 92 and intersection of Woodstock Road & Highway 92 |
| MAP & PARCEL NUMBER | : 21N12 - 38 and 39 |
| ACRES | : 28.016 |
| PROPOSED DEVELOPMENT | : Cemetery and Funeral Services |
| COMMISSION DISTRICT | : 3 |
| FUTURE DEVELOPMENT MAP | : Community Village Node |
| PLANNING COMMISSION RECOMMENDATION | : Approval |

RESOLUTION NO. 2012- R-
CASE # 12-11-007
APPLICANT: R & D Mechanical Services, Inc.

A resolution denying/approving the rezoning of the following described property:

2.13 acres located in Land Lot 417 of the 15th District, 2nd Section of Cherokee County, Georgia, and indicated as Parcel **41** on Tax Map **15N14**.

WHEREAS, it hereby is found and determined that a petition to change the zone of the above described property from **OI to LI** was filed on September 11, 2012.

Proposed Use: Office Warehouse

WHEREAS, it likewise is found that the Cherokee County Municipal Planning Commission, after notice as required by law, did conduct a public hearing upon such change of zone on November 6, 2012 in the Commission Chambers of the Cherokee County Administrative Building. Recommendation from the Planning Commission was for **approval with conditions**.

NOW THEREFORE, be it resolved by the Cherokee County Board of Commissioners that the above-described property is still/is now located in the _____ district, and the Cherokee County Zoning Administrator hereby is directed to change/not to change the district maps accompanying and being part of the rezoning resolution.

Adopted this _____ **day of** _____, _____.

Buzz Ahrens, Chairman

Christy Black, County Clerk

**RESOLUTION NO. 2012- R-
CASE # 12-11-008
APPLICANT: Dempsey Funeral Services of Georgia, Inc.**

A resolution denying/approving the rezoning of the following described property:

28.016 acres located in Land Lot 1125 of the 21st District, 2nd Section of Cherokee County, Georgia, and indicated as Parcels **38 and 39** on Tax Map **21N12**.

WHEREAS, it hereby is found and determined that a petition to change the zone of the above described property from **R-40, NC and GC to GC** was filed on September 18 2012.

Proposed Use: Cemetery and Funeral Services

WHEREAS, it likewise is found that the Cherokee County Municipal Planning Commission, after notice as required by law, did conduct a public hearing upon such change of zone on November 6, 2012 in the Commission Chambers of the Cherokee County Administrative Building. Recommendation from the Planning Commission was for **approval**.

NOW THEREFORE, be it resolved by the Cherokee County Board of Commissioners that the above-described property is still/is now located in the _____ district, and the Cherokee County Zoning Administrator hereby is directed to change/not to change the district maps accompanying and being part of the rezoning resolution.

Adopted this _____ **day of** _____ , _____ .

Buzz Ahrens, Chairman

Christy Black, County Clerk





FREE pharmacy discount card that offers users up to 75% savings on their retail prescriptions. In 2011, Coast2Coast saved users an average 55%.

The card is good for the entire family and it has no health, age, or income restrictions. There are no fees or paperwork to complete, users just present the card at the time of service and receive the discount. There is no expiration date or limit on the number of times the card can be used and it can also be used by those with health insurance plans with high deductibles.

Coast2Coast Program Highlights:

- Access to a FREE prescription discount card for use at over 59,000 pharmacies nationwide
- Over 60,000 name-brand and generic drugs are covered, including many pet subscriptions
- Cardholders receive up to 50% off family dental, vision and hearing needs, plus 50 to 80% discounts on lab and imaging tests
- Significant discounts also apply to diabetic testing supplies
- A 25% discount on all veterinary services at participating veterinarian offices.
- Royalty based upon the use of the card - \$1.25/qualified filled prescription paid to the County
- Increase purchases at local pharmacies – stimulating the local economy and generating sales tax revenue
- Access to WellCard Health Program – discount services for county employees and retirees

The WellCard Health Program has 6 additional benefits that the Coast2Coast Card does not provide:

1. Surgical Center Discounts
2. 24/7 Telemedicine
3. Discounts on Vitamins
4. Medical Hospital Help
5. Discounts on Daily Living Products
6. PPO Medical Network

The WellCard program is designed to help counties address the rising costs of providing health care to their employees and retirees. As counties look to move to higher deductibles as a way to keep healthcare affordable the WellCard program lessens the financial strain to counties and county employees alike. The following link explains the program in greater detail <http://www.wellcardhealth.com> - the site will ask you put in an email and a password. Use the following and it will allow you access to the site. Email: welltest@competitivehealth.com; Password: demo

County Obligations

A county participating in the Coast2Coast Rx Discount Card Program is required to:

1. Endorse the program through Board approval
2. Execute a short agreement (only 3½ pages), includes a 30 day, no penalty termination notice
3. Schedule a press conference/release to announce the launch of the program
4. Provide a link on the County website to the County's private label webpage

For more info: contact Randy Hartmann at ACCG or Steve Rohm (National Sales Manager – Coast2Coast Rx Discount Card Program) at 724-772-9762 or steve@coast2coastrx.com

Augusta/Richmond, GA

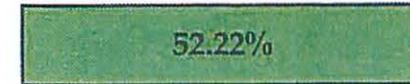
Savings Report for Coast2Coast Rx Program 2012

| Year to Date Totals | | | YTD % Saved |
|---------------------|------------|------------|-------------|
| \$ 458,101 | \$ 181,746 | \$ 276,354 | 60.33% |

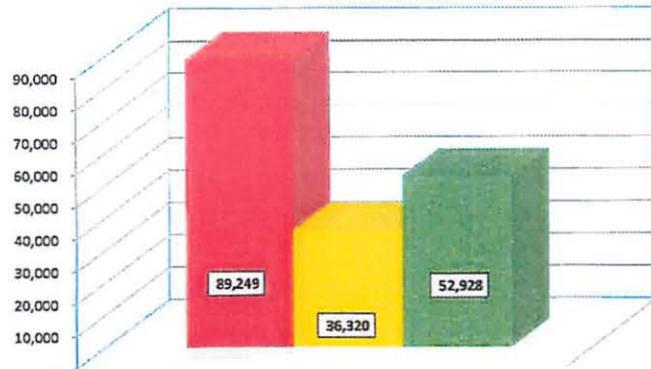
| Date | Retail Price | Discount Price | Amount Saved | % Saved | Cumulative Monthly | Cumulative Total |
|-----------|--------------|----------------|--------------|---------|--------------------|------------------|
| January | \$ 55,746 | \$ 21,966 | \$ 33,781 | 60.60% | \$ 33,781 | \$ 33,781 |
| February | 63,449 | 25,650 | 37,799 | 59.57% | 37,799 | 71,579 |
| March | 84,905 | 30,790 | 54,115 | 63.74% | 54,115 | 125,695 |
| April | 79,839 | 30,785 | 49,053 | 61.44% | 49,053 | 174,748 |
| May | 84,913 | 36,235 | 48,678 | 57.33% | 48,678 | 223,426 |
| June | 89,249 | 36,320 | 52,928 | 59.30% | 52,928 | 276,354 |
| July | - | - | - | - | - | - |
| August | - | - | - | - | - | - |
| September | - | - | - | - | - | - |
| October | - | - | - | - | - | - |
| November | - | - | - | - | - | - |
| December | - | - | - | - | - | - |

Total Savings Since Implementation

| Retail | Discount | Saved |
|--------------|------------|------------|
| \$ 1,144,385 | \$ 546,779 | \$ 597,606 |

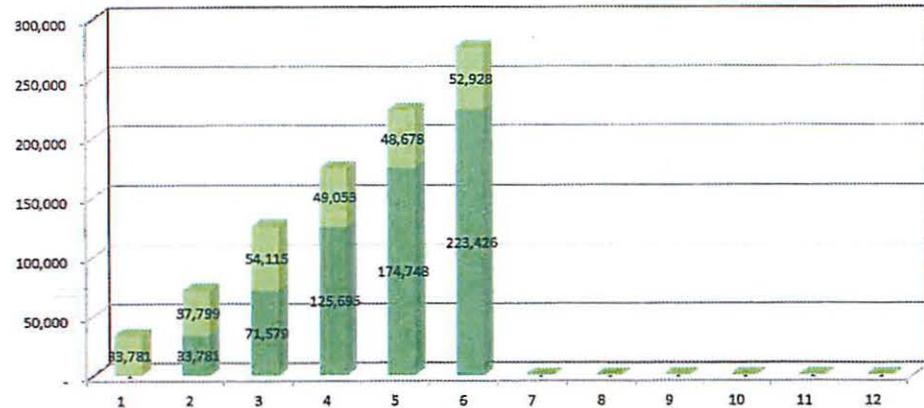


Monthly Savings for June 59.30%



RETAIL DISCOUNT SAVINGS

Total YTD Savings 60.33%



Coast2Coast Rx Card County Marketing Agreement

THIS MARKETING AGREEMENT dated this _____ day of _____, 2012, by and between **Financial Marketing Concepts, Inc.**, hereinafter "FMC" a Florida corporation, with its principal place of business at: 100 Executive Way, Suite 214, Ponte Vedra Beach, Florida 32082, and **County**, a political subdivision in the State of Georgia, hereinafter "COUNTY" with its principal place of business at **Street Address, City, State. Zip Code.**

WITNESSETH:

WHEREAS, FMC has created a discount prescription card, to-wit: the **Coast2Coast Rx** Card, which provides discounts on prescription drugs to individuals and families, and

WHEREAS, FMC can provide COUNTY the opportunity to offer its **Coast2Coast Rx** discount prescription card to its residents at no cost to the COUNTY, and

WHEREAS, COUNTY is desirous of providing the **Coast2Coast Rx** discount prescription card to its residents at no cost to the COUNTY:

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, it is agreed as follows:

1. **Benefits.** FMC will provide its **Coast2Coast Rx** discount prescription card at no cost to COUNTY and its residents, and will pay COUNTY a Royalty for each prescription filled that results in a paid claim as listed on Schedule "A" hereof. In addition to the discounts on prescriptions, the card will also offer discounts on dental (DenteMax); vision (Outlook Vision); veterinary services discounts (Pet Assure); hearing (Newport Audiology) and imaging and lab tests through an arrangement with Prepaid Lab, LLC and Prepaid Imaging, LLC and any other complimentary benefits that are added in the future. Furthermore COUNTY's current and retired employees will receive the WellCard Health program (www.wellcardhealth.com) at no charge to COUNTY and its current and retired employees.

2. **Term.** This Agreement will automatically renew every year for another one (1) year term unless COUNTY gives FMC thirty days (30) written notice to terminate, or unless earlier terminated by default. Royalty to COUNTY will continue to be paid as long as COUNTY's residents continue to fill prescriptions under this program, as long as FMC receives its compensation for those prescriptions, and as long as this Agreement is not terminated by COUNTY. In the event COUNTY terminates this Agreement or endorses another discount Rx card, then Royalty will be paid as listed in paragraph 2 of Schedule "A." In any event COUNTY may cancel this Agreement with thirty days (30) written notice to terminate.

3. **FMC's Obligations.**

a. FMC will provide to COUNTY and its residents the **Coast2Coast Rx** discount prescription card at no cost to its residents or COUNTY, and will pay a Royalty to COUNTY based on the use thereof. The Royalty will be paid at its full rate as listed on Schedule "A" so long as COUNTY has not endorsed another discount prescription card

after the execution of this Agreement. In the event COUNTY does execute an agreement with another discount prescription card after the execution of this Agreement, the Royalty will be paid as set forth in paragraph 3 of Schedule "A."

b. FMC will print and distribute the prescription cards for the COUNTY at FMC's cost. COUNTY will approve the card design prior to FMC's printing of the card.

c. FMC will handle all administration of the card including the providing of monthly usage reports to COUNTY. FMC will assign a unique Group Code to COUNTY for cards printed by FMC so that COUNTY's usage can be tracked when the card is used at participating pharmacies.

d. FMC will distribute its **Coast2Coast Rx** Cards to participating pharmacies in the COUNTY and to other such governmental offices (such as libraries, health departments, etc.) designated by the COUNTY.

e. FMC will create a private label website for the COUNTY to link to from its website that will describe the **Coast2Coast Rx** Card program. Using the website, COUNTY residents will have the opportunity to print a card, search for participating pharmacies, and search for the price of their specific medication(s).

f. FMC, with COUNTY's approval, will promote the Rx card in all appropriate media formats, including newspaper, radio, television and Internet.

g. FMC and its Pharmacy Benefit Manager will not use any resident's information except as necessary to process prescriptions, and for no other purpose whatsoever. Neither FMC nor its Pharmacy Benefit Manager will contact, transfer or sell resident information to any third party, and both FMC and its Pharmacy Benefit Manager are HIPAA compliant. Neither FMC nor its Pharmacy Benefit Manager will solicit cardholders to use Pharmacy Benefit Manager's mail order unless directed to do so by COUNTY.

4. **Indemnification.** FMC shall indemnify COUNTY and hold the COUNTY harmless from any loss, claim, liability or expense resulting from FMC's or pharmacy negligence, willful misconduct or from actions resulting in terminating existing discount card agreements.

5. **COUNTY's Obligations:** COUNTY will provide the opportunity for its residents to receive FMC's **Coast2Coast Rx** discount prescription card, and COUNTY shall receive a Royalty as specifically set forth on Schedule "A" hereof.

6. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and venue for any proceedings shall be in "Your Named" County.

7. **Use of County Seal.** For the consideration to be paid by FMC under this Agreement, COUNTY grants to FMC, and FMC accepts, a nonexclusive, nontransferable, limited and revocable license to use the County Seal in connection with the **Coast2Coast Rx** Discount card program as described in this agreement, and specifically, but not by way of limitation, that FMC has the right to use the County Seal

on the discount card, on the private label county website and in **FMC's** letter provided to participating pharmacies that educates pharmacies about the program.

8. Notice. Any notice required by this Agreement shall be in writing, by certified mail, to the address of each party first set forth above, or at such other address as may hereafter be designated by either party in writing.

9. Entire Agreement. This Agreement contains all the rights; duties and obligations of each party, and this Agreement may not be modified or amended except in writing, signed by both parties.

IN WITNESS WHEREOF the parties have hereunto signed this Agreement on behalf of the corporate entity for which they have legal authority to enter into.

"YOUR NAMED" COUNTY, GEORGIA

Date: _____

BY _____

FINANCIAL MARKETING CONCEPTS, INC.

Date: _____

By: _____
Edward W. Rahn
President

Schedule "A" FOR "YOUR NAMED" COUNTY, GEORGIA

Coast2Coast Rx Card. FMC has offered the opportunity for COUNTY to provide its residents, at no cost to COUNTY or its residents, with FMC's **Coast2Coast Rx Card**, and FMC agrees to pay COUNTY a royalty as follows:

1. As long as this Agreement is in full force, then every time a member purchases a prescription through a participating pharmacy, and FMC receives compensation for that prescription, FMC will pay COUNTY one dollar and twenty-five cents (\$1.25) per paid prescription claim on a monthly basis.
2. In the event COUNTY terminates this Agreement for any reason, from and after the termination date, the Royalty will be paid at the rate of Twenty-five cents (.25) per paid prescription claim that FMC has received compensation for.
3. In the event COUNTY endorses another discount prescription card after the execution of this Agreement, then the Royalty will be paid at the rate of Twenty-five cents (.25) per paid prescription claim that FMC has received compensation for.

FMC Initials _____

County Initials _____

Cherokee County, Georgia Agenda Request

Agenda No.

1.1

SUBJECT: Cochran Lane
Quit Claim Deed for Right-of-way

MEETING DATE: November 20, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider execution of quit claim deed for right-of-way in conjunction with the road abandonment of Cochran Lane by the City of Canton.

FACTS AND ISSUES:

The right-of-way for Cochran Lane was originally granted to Cherokee County in March of 2003 by Clifford Payne. Since that time the property surrounding the right-of-way has been annexed into the City of Canton.

Recently Mr. Payne requested the right-of-way to be abandoned. The City of Canton agreed to that request and formally abandoned the right-of-way on September 20, 2012. A copy of that resolution is attached.

However, the City Attorney is recommending that Cherokee County also quit claim the right-of-way back to Mr. Clifford since it was originally granted to the County and the right-of-way deed is written to Cherokee County.

Jarrard & Davis have reviewed the request and they concur. They have drafted the attached quit claim for the County to execute.

BUDGET:

ADMINISTRATIVE RECOMMENDATION:

Approval of execution of quit claim deed for right-of-way in conjunction with the road abandonment of Cochran Lane by the City of Canton.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

The signature of the Department Head is written on the line above the County Attorney label. The signature of the County Attorney is written on the line above the County Manager label. The signature of the County Manager is written on the line below the County Manager label.

Geoff Morton

From: Mary Payne <mepayne62@gmail.com>
Sent: Saturday, November 10, 2012 10:42 AM
To: Geoff Morton
Subject: house in canton

Mr. Morton,

Sorry I haven't sent this to you sooner. I had computer problems and couldn't send emails. Mary Payne

1. Clifford Gene Payne
2. 110 Garden Hill Dr, Calhoun GA 30701

This is to inform Cherokee County that the City of Canton has officially abandon the right-of-way to Cochran Lane at 9181 Knox Bridge Hwy, Canton GA. Resolution # 2011-14.

Since original deed was issued to Cherokee County, I am now requesting Cherokee County to issue a Quick Claim Deed back to me (Clifford Payne) for Cochran Lane,

Thank you for your time and consideration regarding this issue.

Regards,

Clifford Gene Payne
110 Garden Hill Dr.
Calhoun, GA, 30701
706-629-5444
Cell: 678-986-7217

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

Geoff Morton

From: Ken Patton <ken.patton@canton-georgia.com>
Sent: Tuesday, November 06, 2012 9:54 AM
To: Geoff Morton
Subject: Cochran Lane road abandonment
Attachments: documents to county.PDF

Geoff,

I have attached a copy of the Resolution to Abandon Cochran Lane as signed by the Mayor and also a copy of the recorded right-of-way deed which reflects the right-of-way deeded to Cherokee County. The City Attorney, Robert Dyer, indicated that Cherokee County would need to do a quit claim for the right-of-way since deed reflected Cherokee County and not the City. Mary Payne and Clifford Payne will be contacting you in regard to this matter. If you or the County Attorney have any questions, you can contact the City Attorney or me. Thank you for your time in regard to this matter.

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

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

City of Canton, Georgia
Cherokee County, Georgia
Resolution #2012-

City of Canton, Georgia

Resolution #2011-14

**A RESOLUTION REQUESTING THE ABANDONMENT OF
COCHRAN LANE, A CITY ROAD**

WHEREAS, the City Council of Canton, Georgia, have reviewed a request to abandon Cochran Lane, a city road, described as follows:

A road of the City of Canton, Cochran Lane situated in Land Lot 128, 14th District, 2nd Section of Cherokee County, Georgia and noted as Cherokee County right-of-way deed recorded in Deed Book 5960, Page 450 on March 14, 2003.

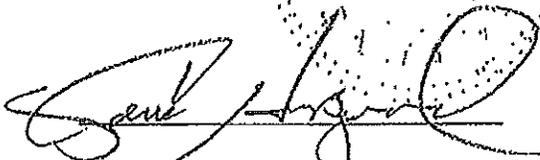
WHEREAS, Section 32-7-2 of the Official Code of Georgia Annotated authorizes a City to abandon a section of the City Road System which for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it after notice to property owners located thereon; and

WHEREAS, there being an adjoining property owner along said right-of-way to be abandoned and such land owner expressed its consent to close said road; and

WHEREAS, the City Council has determined that such section of the City Road System has for such reasons ceased to be used by the public to the extent that no substantial public purpose is served by maintaining said road;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CANTON, GEORGIA does hereby certify that it has abandoned said right-of-way.

Adopted this 20th day of September, 2012.



Gene Hobgood, Mayor

Attest:

Page 2 of Resolution Requesting Abandonment of Coker Rd.

Susan Stanton

Susan Stanton, City Clerk

Approved as to form and Content:

Robert M. Dyer

Robert M. Dyer, City Attorney

Approved by Canton City Council
on September 20, 2012.

----- [Space Above Provided For Recording Data] -----

WHEN RECORDED RETURN TO:

Mr. Geoffrey E. Morton, Director
Cherokee County Engineering
1130 Bluffs Parkway
Canton, Georgia 30114

STATE OF GEORGIA

COUNTY OF CHEROKEE

QUITCLAIM DEED

THIS INDENTURE, dated and effective as of the ____ day of _____, 20 __, between **CHEROKEE COUNTY**, a political subdivision of the State of Georgia, as party of the first part (hereinafter referred to as "Grantor"), and **CLIFFORD GENE PAYNE**, as party of the second part (hereinafter referred to as "Grantee")(the words "Grantor" and "Grantee" to include the respective heirs, executors, legal representatives, successors and assigns of said parties where the context requires or permits);

WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does bargain, sell, remise, release and forever quitclaim unto said Grantee, all the right, title, interest, claim or demand which the said Grantor has, or may have had, in and to the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 128 of the 14th District of Cherokee County Georgia being more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal, as of the date first above written.

GRANTOR:

CHEROKEE COUNTY

By: _____
Chairman,
Board of Commissioners of Cherokee County

Attest: _____
Clerk

Signed, sealed and delivered
in the presence of:

[COUNTY SEAL]

Unofficial Witness

Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____

EXHIBIT "A"
[ATTACHED]

1/2 10.00

STATE OF GEORGIA
COUNTY OF CHEROKEE

PLEASE RETURN TO: COUNTY ATTORNEY
CHEROKEE COUNTY
60 NORTH STREET
CANTON, GA 30114

CHEROKEE COUNTY
RIGHT-OF-WAY DEED

THIS CONVEYANCE MADE AND EXECUTED the 13th day of MARCH, 2002.

DN
5
60
60
45
50

WITNESSETH, that the undersigned, is the owner(s) of said tract of land in said County through which a road, known as Cochran Lane on Land Lot 128 of the 14th District has been laid out by Cherokee County,

NOW, THEREFORE, in consideration of the benefit to my property by the construction or maintenance of said road, I hereby donate to Cherokee County, Georgia, and their successors in office, so much land located in Land Lot No. 128 of the 14th Land District of said County, as to make a right of way for said road as surveyed and measured from the centerline of the highway location as follows:

BEING a right of way for a public road of 50 feet, 25 feet on each side of the centerline of said road. Also, granted is a temporary construction easement as necessary.

To have and to hold the said conveyed premises in fee simple.

GRANTOR by this conveyance requests that the County accept this road as a public road for maintenance purposes only and agrees that the County will maintain said road in the condition existing as of the date of this execution.

I/We hereby warrant that I/we have the right to sell and convey said land and bind myself, my heirs, executors, and administrators forever to defend my/our virtue of these present.

In testimony whereof, I/we have hereunto set my/our Hand and affixed my/our Seal the day and year above-written.

SIGNED, SEALED and DELIVERED in the presence of:

R. M. [Signature]
Official Witness

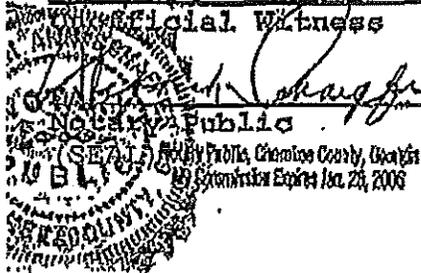
[Signature] (L.S.)
CLIFFORD PAYNE

CLIFFORD Sole Owner (L.S.)
EDWARD L. PAYNE

Georgia, Cherokee County
Filed in office this 14 day of March 2002
at 3:44 P.M. Recorded in Book 560 Page 450
this 29 day of April 2002

Aime M. Renshaw
Clerk Superior Court

Rec 4-29-2002





Cherokee County, Georgia Agenda Request

SUBJECT: Grant Fund Budget Amendment

MEETING DATE: 11/20/2012

SUBMITTED BY: Kristi Thompson for Sheriff Office

COMMISSION ACTION REQUESTED:

Authorize Budget Amendment to accept grant funds for purchase of bullet proof vests for Sheriff Office personnel.

FACTS AND ISSUES:

Every year the Sheriff's Office is awarded a 50/50 grant from the Bureau of Justice Assistance for the purchase of bullet proof vests. The award for 2012 was announced October 17, 2012 and is a total of \$5,197.84 with \$2,598.92 being reimbursed from the granting agency.

The Multiple Grant Fund 250 FY13 budget needs to be increased to include this grant revenue and expenditures of \$2,598.92. The match of \$2,598.92 is budgeted within the Sheriff Office Uniform Patrol Division's (Org 3323) FY13 budget. There is no contract or grant agreement to be executed.

The FY10 award to the County was \$15,271.33 and the FY11 award was \$5,263.72. Funding each year is variable and based on total program dollars available, the number of jurisdictions applying for funds and jurisdictional needs.

BUDGET:

| | | | |
|-----------------------|------------|---------------|--------------------|
| Budgeted Amount: | \$0.00 | Account Name: | Bullet Proof Vest |
| Amount Encumbered: | \$0.00 | Account #: | 25030-331100-BVP12 |
| Amount Spent to Date: | \$0.00 | | |
| Amount Requested: | \$2,598.92 | | |
| Remaining Budget: | \$2,598.92 | | |

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:

Authorize County Manager to execute Budget Amendment accepting annual, federal grant funds for the purchase of bullet proof vests for Sheriff Office personnel.

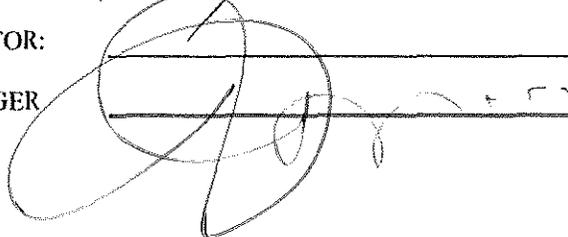
REVIEWED BY:

DEPARTMENT HEAD:



AGENCY DIRECTOR:

COUNTY MANAGER



**Cherokee County, Georgia
Agenda Request**

1.3

SUBJECT: Sheriff Office Budget Amendment

MEETING DATE: 11/20/2012

SUBMITTED BY: Stacey Williams, Director Admin Services Sheriff

COMMISSION ACTION REQUESTED:

Authorize FY13 budget amendment to move personnel costs associate with Position# 342028 (Sheriff Office Deputy) from Crime and Investigation Division (Org 3321) to Internal Affairs Division (Org 3390).

FACTS AND ISSUES:

In order to have a more efficient allocation of personnel, the Sheriff has moved a full time position to the Internal Affairs Division. In order to not incur additional salary expenses a position will be moved from the Crime and Investigation Division and moved to the Internal Affairs Division. The Human Resources Department and Finance Department have approved the change in organization and budgeting.

This change in position is not an increase in pay or benefits; only organizational. A Budget Amendment is needed to reallocate the salary, payroll taxes and benefits associated with this position from Org 3321 to Org 3390. However, there are no additional funds needed for this change; the net change to the Sheriff Office adopted FY13 Budget is \$0.

BUDGET:

| | | |
|-----------------------|-------------|-------------------------------------|
| Budgeted Amount: | \$52,899.80 | Account Name: IA -- Personnel Costs |
| Amount Encumbered: | \$0 | Account #: 13390000-51xxxx |
| Amount Spent to Date: | \$0 | |
| Amount Requested: | \$52,899.80 | |
| Remaining Budget: | \$0 | |

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

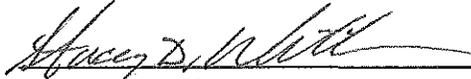
Contract Approval Required: Yes No
Note: Contracts require County Manager and County Attorney review prior to requesting BOC consideration.

ADMINISTRATIVE RECOMMENDATION:

Authorize Position #342028 to be reorganized to the Internal Affairs Division and authorize Budget Amendment to re-class previously adopted FY13 budget from Org 3321 to Org 3390 for this position.

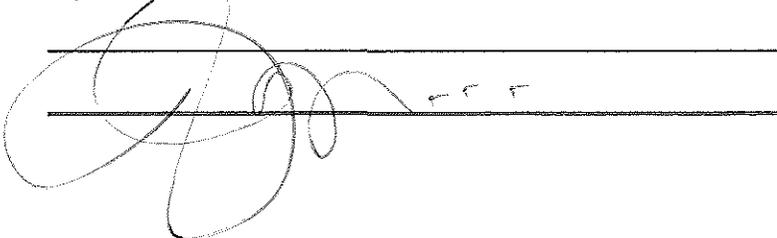
REVIEWED BY:

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 |
|------------------------|--------|--------------|--------|
| | | | |

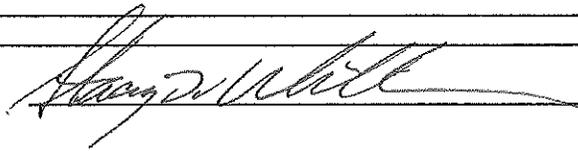
EXPENDITURES:

| Department Org Code | Object | Account Name | Amount |
|------------------------|--------|-------------------|-------------|
| 13321000 | 511100 | SALARY | (40,263.60) |
| 13321000 | 512200 | FICA | (2,496.34) |
| 13321000 | 512300 | MEDICARE | (583.82) |
| 13321000 | 512101 | HEALTH INS | (8,837.92) |
| 13321000 | 512103 | DENTAL INS | (387.92) |
| 13321000 | 512102 | LIFE INS | (108.16) |
| 13321000 | 512104 | LTD INS | (188.50) |
| 13321000 | 512105 | STD INS | (33.54) |
| 13321000 | 511110 | UNIFORM ALLOWANCE | (780.00) |
| | | | |
| 13390000 | 511100 | SALARY | 40,263.60 |
| 13390000 | 512200 | FICA | 2,496.34 |
| 13390000 | 512300 | MEDICARE | 583.82 |
| 13390000 | 512101 | HEALTH INS | 8,837.92 |
| 13390000 | 512103 | DENTAL INS | 387.92 |
| 13390000 | 512102 | LIFE INS | 108.16 |
| 13390000 | 512104 | LTD INS | 188.50 |
| 13390000 | 512105 | STD INS | 33.54 |
| 13390000 | 511110 | UNIFORM ALLOWANCE | 780.00 |
| | | | (0.00) |

PURPOSE OF TRANSFER/ AMENDMENT

REORGANIZING POSITION# 342028 FROM CRIME/INVESTIGATION (3321)
TO INTERNAL AFFAIRS (3390)

Department Head Approval: _____



County Manager Approval: _____

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

11/20/2012, Item _____



Cherokee County, Georgia
Agenda Request

1.4

SUBJECT: Ladder Inspection, Testing & Repair

MEETING DATE: 20 Nov 12

SUBMITTED BY: Chief Timothy Prather

COMMISSION ACTION REQUESTED:

Requesting approval to renew contract for services to Fire One Inc. to provide ground ladder inspection, testing & repair services.

FACTS AND ISSUES:

Request contract renewal with Fire One Inc. to conduct Ground Ladder Inspection, Testing, and Repair Services.

An RFP (#2009-21) was issued on 9/18/09 and closed on 10/14/09. The sole bidder was Fire One Inc., and the firm has performed the specified services to the satisfaction of Fire-ES. The RFP bid instructions stated the intent to allow for renewal to the winning contract for a period not to exceed 4 years.

We have received a new pricing quote from Fire One which confirms that 2012 pricing will remain the same as 2011 pricing. A copy of the 2012 pricing is attached.

BUDGET:

Budgeted Amount: \$15,533

Account Name: Fire Ladders (Testing)

Amount Encumbered: \$0

Account #: 23520000 531619

Amount Spent to Date: \$0

Amount Requested: \$13,000 initially, plus additional funding if required by inspection and testing results

Remaining Budget: \$2,533

Budget Adjustment Necessary: None required

ADMINISTRATIVE RECOMMENDATION:

Authorize Amendment Two to the Professional Services Agreement with Fire One, Inc. for the ground ladder inspection, testing and repair services.

REVIEWED BY:

DEPARTMENT HEAD:

COUNTY ATTORNEY:

COUNTY MANAGER:

Handwritten signatures of the Department Head, County Attorney, and County Manager. The Department Head signature is the most legible, appearing to read 'Timothy Prather'. The County Attorney and County Manager signatures are more stylized and difficult to decipher.



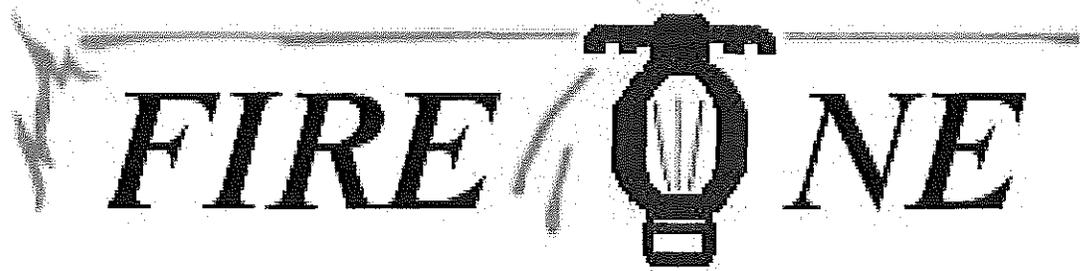
Cherokee County
Board of Commissioners

Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

AMENDMENT TWO
to
Professional Services Agreement
for
GROUND LADDER INSPECTION, TESTING AND
REPAIR

Award Date: October 20, 2009

Consultant: Fire One Inc.
PO Box 1040
Drexel Hill, PA 19026
Phone: 610-789-2188



October 25, 2012

Director Kevin Botts, Support Services
Cherokee County Fire & Emergency Services
884 Univeter Road
Canton, GA 30115

Subject: Annual Testing of Fire Department Ground Ladders

Dear Kevin:

Thank you for your telephone call regarding ground ladder testing for 2012. Our price for ground ladder testing remains the same in 2012 as in 2011.

FireOne is in the business of performance testing fire department apparatus pumps, fire hose, ground ladders and aerial devices. Our technicians do all of the work right at your fire stations using our own test equipment, including a mobile pump testing system. FireOne is an independent testing agency and meets the requirements of ISO/IEC 17020, *General criteria for the operation of various types of bodies performing inspection*. NFPA Standards are followed for all work.

Ground ladders are tested for \$46 per ladder and includes cleaning, inspecting and testing per the manufacturer's instructions and NFPA 1932, *Standard on Use, Maintenance, and Service Testing of In-Service Fire Department Ground Ladders*, 2010 Edition. Our price includes new heat sensor and safety labels installed on all ladders that pass and are needed. FireOne technicians do all of the work.

As a reminder, FireOne can also test your aerial ladders. Aerial device testing includes non-destructive testing, and hydraulic oil analysis. Aerial device testing follows NFPA Standard 1911; *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus*, 2007 Edition (Chapter 19 Performance Testing of Aerial Devices). Detailed reports are prepared with the results of all testing. All work is completed by an EVT certified, factory trained mechanical engineer. Detailed reports are prepared with the results of all testing.

The completion of these important annual tests shows that all of your apparatus and equipment are in good working order. Your fire department membership, your communities, the ISO, and NFPA 1500 will all benefit from successful completion of this important work.

Again, thank you for your telephone call and we look forward to again coming to Cherokee County. Please feel free to call if there are any questions or if you would like to discuss this further.

Very truly yours,
Jim Glatts

'Our 21st Year'

610-789-2188

www.Fire-One.com

P.O. Box 1040
Drexel Hill, PA 19026

**Cherokee County, Georgia
Agenda Request**

1.5

SUBJECT: Fire/ES Inventory Management System MEETING DATE: 11/20/12

SUBMITTED BY: Chief Tim Prather, Cherokee County Fire/Emergency Services

COMMISSION ACTION REQUESTED:

Award County's Standard Professional Services Agreement (PSA) to EMS Technology Solutions, LLC, in the amount of \$11,220 for an Inventory Management System for Cherokee County Fire/Emergency Services.

FACTS AND ISSUES:

RFP 2012-30: Inventory Management System was released on the County's website on June 28, 2012 and proposals were due August 2, 2012. Eleven (11) companies submitted proposals ranging in price from \$10,495 to \$309,000. The Selection Committee decided to hold interviews and product demonstrations with the two lowest priced companies – Sydion, LLC and Ambutrak. The other nine (9) proposals were all above \$45,000 and not within the project budget (max \$20,000).

Product Demonstrations were held on September 25, 2012 and September 26, 2012. The Selection Committee met after the demonstrations and ranked the two proposals. Ambutrak received a total of 96.34 points out of 110 and Sydion received a total of 77.01 points out of 110. Ranking sheet is attached for review.

The Department allocated \$20,000 from its FY13 Budget to purchase and implement an electronic, automatic Inventory Management System. Cherokee Fire and Emergency Services is requesting authorization to:

- 1) Purchase up to 30 licenses at a cost of \$27.00 per license per month (30x27=\$810/month x 12 months = \$9,720); and
- 2) Purchase Ambutrak Setup and Training at cost of \$1,500; and
- 3) Purchase system accessories (bar code scanners, readers, laptops, computers, etc.) at a cost not to exceed \$8,870 (\$11,220 + \$8,870 = \$20,000 project budget).

The County will not own this software; the Ambutrak Inventory Management System is a "software as a service" system. Cherokee County Fire/ES has discussed the technical aspects of the software with the County Information Technology Department and they have signed off on the software's parameters.

The PSA with EMS Technology Solutions, LLC will be an on-going annual service contract for as long as the Inventory Management System is utilized by Cherokee County Fire/ES. The annual cost for up to 30 licenses is a maximum \$9,720 and has been (and will be) incorporated into the Department's annual budget(s); no additional funding for this system is required.

BUDGET:

| | | | |
|-----------------------|----------|---------------|-----------------|
| Budgeted Amount: | \$20,000 | Account Name: | Other Equipment |
| Amount Encumbered: | \$0 | Account #: | 23520000-531650 |
| Amount Spent to Date: | \$0 | | |
| Amount Requested: | \$20,000 | | |
| Remaining Budget | \$0 | | |

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:

Award a Professional Services Agreement to the most responsive, responsible proposer, EMS Technology Solutions, Inc., in the amount of \$11,220 for the first year for the implementation and licenses and an amount of \$9,720 for all remaining years for the licenses fee for an Inventory Management System for Cherokee County Fire and Emergency Services.

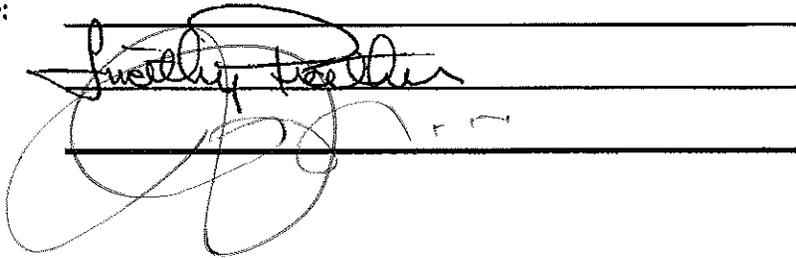
Authorize Cherokee County Fire and Emergency Services to expend an amount not to exceed \$8,780 for the system accessory hardware. This hardware may be purchased under the PSA with EMS Technology Solutions, Inc. should they provide the lowest price. No single purchase is expected to be over \$5,000; therefore quotes will be received for all hardware expenditures, unless purchased thru special programs (GSA, 1122 Program, State Contract, etc) that are already competitively bid.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

The signature lines are filled with handwritten signatures and initials. The top line has a signature that appears to be 'Justin L. ...'. The middle line has a signature that appears to be 'Justin L. ...'. The bottom line has initials that appear to be 'JL'.

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 EMS Technology Solutions, LLC, of Austell, Georgia, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Ambutrak Inventory Management System; 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

Installation, training and annual maintenance of Ambutrak Inventory Management System software for Cherokee County Fire and Emergency Services.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of deployment of Ambutrak Inventory Management System.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall

commence as of the date first written above, and the Work shall be completed within first quarter of 2013. If the Term of this Agreement is longer than one year, 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 material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be 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 \$11,220 for the first year which includes setup and training and \$9,720 year 2 and beyond, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon the Consultant's Proposal dated August 2, 2012 and the Quote dated October 9, 2012 as follows:

| Service | Quantity | Price | Monthly Price | Annual Price |
|---------------------------------------|----------|---------|---------------|-----------------|
| Ambutrak Setup and Training | 1 | \$1,500 | \$1,500 | \$1,500 |
| Ambutrak License Fee | 30 | \$27 | \$810 | \$9,720 |
| TOTAL ANNUAL YEAR 1 | | | | \$11,220 |
| TOTAL ANNUAL YEAR 2 AND BEYOND | | | | \$9,720 |

C. There are no reimbursement costs covered under this Agreement.

D. Pricing for accessory hardware, including but not limited to, barcode scanners, barcode readers and printers, shall be in accordance with Exhibit D, attached hereto and made a part thereof.

E. The County reserves the right to purchase a Fleet Management Module as part of this Agreement per the pricing outlined in the Consultant's Proposal dated August 2, 2012 and the Quote dated October 9, 2012 as follows:

| Service | Quantity | Price | Monthly Price | Annual Price |
|--|----------|---------|---------------|----------------|
| Setup and Training | 1 | \$1,500 | \$1,500 | \$1,500 |
| License Fee (included with Ambutrak License Fee) | 30 | \$0 | \$0 | \$0 |
| Add-on License Fee | 1 | \$10 | \$10 | \$120 |
| TOTAL ANNUAL YEAR 1 | | | | \$1,620 |
| TOTAL ANNUAL YEAR 2 AND BEYOND | | | | \$120 |

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

Lisa Rainey, lisa@ambutrak.com, 770-262-5205, 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. Best's rating of no less than A:VII.

(6) Verification of Coverage:

Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this 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 County *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. Key Personnel

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

P. 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.

Q. 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 in order for Consultant to complete the Work.

B. County's Representative

Kevin T. Botts 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 Kevin T. Botts for the County and Lisa Rainey 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:

EMS Technology Solutions, LLC
3760 Tramore Pointe Pkwy
Austell, GA 30106

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:

Edward H. Aufderheide, Jr
By: EDWARD H. AUFDERHEIDE, JR
Its: PRESIDENT / COO

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Megan Wagner
Witness
Renee P. Buchanan
Notary Public

[NOTARY SEAL]

My Commission Expires:

Renee P Buchanan
Notary Public, Paulding County, GA
My Commission Expires April 3, 2015

CHEROKEE COUNTY

L.B. Ahrens, Jr
By: L.B. Ahrens, Jr
Its: Chairman

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

STATE OF GA
COUNTY OF COBB

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:

585593
Federal Work Authorization User Identification
Number
7/26/2012
Date of Authorization
EMS TECHNOLOGY SOLUTIONS, LLC
Name of Contractor
Ambutrak Inventory Management System
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 2ND day of NOV,
20 12
in Austell (city), GA (state)

Edward H. Aufderheide, Jr.
Signature of Authorized Officer or Agent

EDWARD H. AUFDERHEIDE, JR.
Printed Name of Authorized Officer or Agent

PRESIDENT / COO
Title of Authorized Officer or Agent

Subscribed and sworn before me on this
2nd day of November,
20 12.
James P. Buchanan
Notary Public

[NOTARY SEAL]
James P. Buchanan
Notary Public, Paulding County, GA
My Commission Expires April 3, 2015

VOID

EXHIBIT "B"

STATE OF _____
COUNTY OF _____

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

Ambutrak Inventory Management System
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"

SAVE AFFIDAVIT
O.C.G.A. § 50-36-1(e)(2) 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) X I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

The secure and verifiable document provided with this affidavit can best be classified as:
DRIVERS LICENSE WT

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 Austell (city), GA (state).

Edward H. Aufderheide, Jr.
Signature of Applicant

EDWARD H. AUFDERHEIDE, JR.
Printed Name of Applicant

Subscribed and sworn before me on this the 2nd day of November, 20 12

Renee P. Buchanan
Signature of Notary Public

NOTARY PUBLIC

[NOTARY STAMP]

My Commission Expires:

Renee P Buchanan
Notary Public, Paulding County, GA
My Commission Expires April 3, 2015

Equipment Price Guide

Please consult with your AmbuTrak representative regarding the best equipment options for your operation.

Barcode Scanners:

| | |
|---|-------------|
| USB Barcode Scanner with 6' USB cable | \$ 175.00 |
| Bluetooth Wireless Barcode Scanner | \$ 450.00 |
| Psion Teklogix WorkAbout Pro Mobile PC Scanner [includes charging dock, spare battery, 3 year manufacturer comprehensive warranty] | \$ 2,475.00 |

Barcode Printers:

| | |
|--|-----------|
| CG400 Series Thermal Transfer Label Printer with USB cable | \$ 525.00 |
| Thermal Media Kit (2,000 labels) | \$ 29.00 |

Signature Pads

| | |
|---|-----------|
| SigLite 1x5, No Backlight | \$ 225.00 |
| SignatureGem 1x5, High Signature Volume, No Backlight | \$ 315.00 |
| SignatureGem 1x5, High Signature Volume, Backlight | \$ 340.00 |

Rugged Laptops:

Getac V100 Fully Rugged Convertible Notebook - 10.4" Display, 5 Year Warranty

[Intel i7-640UM 1.2GHz Processor, 4MB Cache, 4GB DDR3 RAM, 320GB HDD, 1200 NITs Multi-Touch Display, Mechanical Keyboard, 802.11N Wireless, Bluetooth, 2M WebCam, Hand Strap, PCMCIA Type II+Express Card 54/34, 9 Cell Battery, Low Temp -20C, IP65, WIN7, 5 Year Warranty]

| | |
|---|-------------|
| Intel i7, Standard non-backlit Keyboard, No GPS | \$ 2,800.00 |
| Intel i7, Backlit Keyboard, GPS, 2GB RAM | \$ 3,200.00 |
| Intel i7, Backlit, GPS, 2GB RAM, Gobi 2000 w/pass-thru, Fingerprint | \$ 3,600.00 |

Getac V200 Fully Rugged Convertible Notebook- 12.1" Widescreen Display, 5 Year Warranty

[Intel i7-620LM 2.0GHz Processor, 4MB Cache, 4GB DDR3 RAM, 320GB HDD, 1200 NITs Multi-Touch Display, Mechanical Keyboard, 802.11N Wireless, Bluetooth, 2M WebCam, Hand Strap, PCMCIA Type II+Express Card 54/34, 9 Cell Battery, Low Temp -20C, IP65, WIN7, 5 Year Warranty]

| | |
|---|-------------|
| Intel i7, Standard non-backlit Keyboard, No GPS | \$ 3,000.00 |
| Intel i7, Backlit Keyboard, GPS, 4GB RAM | \$ 3,400.00 |
| Intel i7, Backlit, GPS, 4GB RAM, Gobi 2000 w/pass-thru, Fingerprint | \$ 3,800.00 |

Getac B300 Fully Rugged Notebook - 13.3" QuadraClear Display, 5 Year Warranty

[Intel i5-2520M 2.5GHz Processor, 3MB Cache, 4GB DDR3 RAM, 320GB HDD, Touchscreen Display, Mechanical Backlit Keyboard, SuperMulti DVD, 802.11N Wireless, Bluetooth, PCMCIA Type II+Express Card 54/34, Smart Card, eSATA/USB 3.0 (1x USB + 2x eSATA/USB), Low Temp -29C, Fingerprint, IP65, WIN7, 5 Year Warranty]

| | |
|--|-------------|
| Intel i5, 700 NITs Display | \$ 2,700.00 |
| Intel i5, 1400 NITs QuadraClear Display, DVD | \$ 3,400.00 |
| Intel i5, 1400 NITs QuadraClear Display, Gobi, Dual-Pass, DVD, GPS | \$ 4,000.00 |
| Intel i7, 1400 NITs QuadraClear Display, Gobi, Dual-Pass, DVD, GPS | \$ 4,200.00 |

Getac S400 Semi-Rugged Notebook - 14" Display, 3 Year Warranty

[Intel i5-560M 2.66GHz Processor, 3MB Cache, 4GB DDR3 RAM, 320GB HDD, 700 NITs Multi-Touch Touchscreen Display, Mechanical Backlit Keyboard, SuperMulti DVD, 802.11N Wireless, Bluetooth, PCMCIA Type II+Express Card 54/34, Smart Card, 4-in-1 Card Reader, TPM, Low Temp -15C, Fingerprint, WIN7 Pro, 3 Year Warranty]

| | |
|--|-------------|
| Intel i5, Backlit Keyboard, Bluetooth | \$ 1,800.00 |
| Intel i5, Backlit Keyboard, Bluetooth, Gobi 2000 | \$ 2,000.00 |
| Intel i5, Backlit Keyboard, Bluetooth, Gobi 2000, GPS, Pass-thru | \$ 2,200.00 |

Panasonic H2 Dual Touch Tablet PC, 3 Year Warranty

[Win7, Intel Core i5-2557M 1.70GHz, 10.1inch XGA Dual Touch, 320GB(7200rpm), 4GB, Intel WIFI a/b/g/n, Bluetooth, 2MP Cam, 2D Bar, USB, Serial, LAN, No Drive, Toughbook]

* Rugged Laptop prices, options and accessories may vary based on final configuration. Please request a quote.

CHEROKEE COUNTY RFP #2012-30 SECTION VII~ AMBUTRAK RESPONSE

The Inventory Management System must have the following functions:

1. Automate receiving, storage, and distribution functions for Cherokee County Fire-ES

Parts can be received into a supply room in the agency's AmbuTrak site manually, by scanning a designated bar code, or against a PO on which the part was ordered. Parts that show available in a supply room can be issued to a point of usage, transferred to another supply location, or cycle counted to update inventory counts.

2. Track and view department-wide inventory by location, category, description or name

Each part is given a description and is organized by category and subcategory to enable users to quickly and easily find what they are looking for. Supply Parts are issued to a Unit (point of usage) or Crew Member and Fixed Assets are checked out to Unit or Crew Member. AmbuTrak allows an agency to track and view department-wide inventory by category, subcategory, manufacturer, vendor, supply room location, issued locations for disposable supplies, and checked out location for assets, and more.

3. Produce various types of inventory reports by location, category, description, name, section, division or department-wide

Standard Reports are provided with the AmbuTrak software and each of these reports can be further customized to meet the needs of your operation. Information can be organized by or filtered down by location, category, description, name, and countless other fields. Additional reports are easily created in the report manager and all reports can be or scheduled to email anyone at a defined frequency (daily, weekly, monthly) and in various formats (Word, Excel, CSV, PDF, or embedded)

4. Allow and account for various types of inventory (drugs, medical supplies, janitorial supplies, office supplies, tools, equipment, uniforms, footwear, vehicles, radios, Self Contained Breathing Apparatus [SCBA], etc) from purchase of items to distribution to end user

Parts can be organized in any way an agency sees fit. Through the set up and training process, we assist agencies in organizing these parts into categories and subcategories to streamline the parts file and allow for easy purchasing, distribution, and reporting.

5. It must provide unlimited storage and inventory locations
 - a. Warehouse (Multiple Store Rooms)

An agency may have unlimited supply room locations in AmbuTrak where inventory levels for certain parts are maintained using a Par Level and Reorder Point for each part. A supply room is replenished by receiving an order from a vendor or by receiving items transferred from another supply room.

- b. Stations

A station or vehicle that will be inventoried using an electronic check sheet is considered a "Unit" or point of usage and is incorporated in the monthly license fee. Licenses are billed on a per Unit basis starting at \$30 per unit per month; units can be added as needed and unlimited units are available at a monthly enterprise rate of \$2,400 a month.

- c. Vehicles

A vehicle that will be inventoried using an electronic check sheet is considered a "Unit" or point of usage and is incorporated in the monthly license fee. Vehicles can also be set up as External Crew where supplies are not requested from an electronic check sheet but can be issued to as usage and reported on.

- d. Other buildings

Other buildings can be set up as supply rooms, as licensed units, or as External Crew where supplies can be issued to as usage.

- e. Other locations

Other locations can be set up as supply rooms, as licensed units, or as External Crew where supplies can be issued to as usage.

6. Establish minimum and maximum inventory levels for inventory

- a. Automatic notification and initiate stock replenishment when levels fall below minimum

As AmbuTrak is a live environment, a crew member will be visually notified when a part falls below the predetermined minimum or reorder point within a supply room. This and all other parts that have fallen below the acceptable level can be easily pulled onto a Purchase Order or Requisition in order to get the supply room back to the fully stocked or Par Level for all parts.

A report can also be scheduled to show which items have fallen below the Reorder Point and are in need of being ordered.

b. Automatic notification of stock overages (Excess Stock)

In this live environment, a crew member can see (as well as update) the actual quantity on hand for any given part within a supply room.

A report can also be generated or scheduled to email to show which items have a current quantity greater than Par Level.

7. System must track and notify of expiration dates on items

Expiration dates can be tracked by batch quantity and lot number in the supply room and/or by earliest expiring date in units. Dates are visible in AmbuTrak and reports can be run to notify of parts expiring within a certain time period.

8. Prefer system has the capability to track and fill "Back Orders", automatically, before other orders are filled

When supply requests are made from a unit to be filled by a supply room, these requests can be accepted and filled, rejected and not filled, rerouted to a different supply location, or placed on Backorder. When an item is received into inventory that has a backordered request pending, a user will be prompted to fill the backordered request at that time. The backordered request can also be filled from the unit requests screen.

9. Automate requests for replenishment of supplies and equipment

- a. Requests could be either submitted by end user or automatically obtained thru system by Support Services personnel

Requests for supply replenishment can be either submitted automatically by an end user using an electronic check sheet or obtained by Support Services Personnel (using Issue Inventory)

10. Capable of transferring stock between locations

Yes, stock can be transferred between supply locations in AmbuTrak and there is accountability as to the person who performed this action. A new "Suggest Parts" button makes this process even easier as it creates the list of items that have fallen below the reorder point in the supply room to receive the transfer thereby suggesting what should be transferred.

11. Advanced Bar Code processing

- a. Capable of using Bar Code Equipment with system to account for, read, adjust, and print inventory levels

AmbuTrak includes bar code capability. Bar codes are created in the site or scanned into the site to allow the usage of bar code scanners to do some of the back office functions quickly and easily like edit parts, update stock levels, and issue parts.

- b. Capable of printing Bar Code labels

Bar code labels can be printed on Avery labels with no equipment necessary or printed onto a spooling Sato Thermal Label Printer onto vinyl labels which are available from AmbuTrak.

12. Allow multi-vendor purchases and tracking

Any part can be purchased from any vendor using AmbuTrak and each part can have multiple vendors tied to that part as well.

13. Track loaned items and turn in of items

Any part can be designated as a part type "Fixed Asset" which will allow for check in and check out of that part in AmbuTrak. These parts can be uniquely identified items like a Bunker Jacket or Radio or non-uniquely identified items such as t-shirts and ball caps. Live data is available in the check-in/check-out menu by crew member and reports can be run to group items and show detailed info.

14. Track facilities maintenance projects and status

- a. Automate requests for facility repairs and tracking of job status

The electronic check sheet in AmbuTrak allow for Inspection Questionnaires to be answered by crew. This could allow an electronic method for crew to request facility or equipment repairs.

Facilities or the assets within the facilities can be set up as Fixed Assets in AmbuTrak where repairs and upgrades can be captured and then reported on.

We do offer an optional Fleet Maintenance Module that can accomplish the tracking of work orders and job status for a station.

15. Track operational status of equipment (serviceable and unserviceable)

- a. Automate requests for equipment repair and tracking of job status

We do not currently assign status for equipment. This may be an option in the future.

Equipment can be checked out by logistics to a station or to a crew member and then inspected by crew on an electronic station check sheet. Repair requests can be created through the questionnaire on the check sheet. The logistics team at the central warehouse can check the "out of service" equipment in from a station and check it out to a service facility. The maintenance history can also be logged and preventative maintenance can be scheduled in AmbuTrak as well.

16. Administrative capability

- a. Capable of producing detailed accounting and reporting of inventory, vehicles, facilities, equipment repair, uniforms, etc.

Information captured by a user on a check sheet questionnaire is available in reporting. All transactions completed in the back office of AmbuTrak is also available in reporting to include (but not limited to) the item, the type of transaction, current location, the person who performed the transaction and the unit or person involved in the transaction.

- b. Email capable compatible with Microsoft Outlook

All emails are sent from our servers. Reports can also be emailed directly from our server.

- c. Sort and print reports by category, description, classification, nomenclature, etc

Reports can be customized to show requested data in various formats. Fields are the information shown in the report and this information can be visually grouped and organized in any way. Filters allow you to narrow the information in a report down by category, description, time period, location, crew member, etc. Reports can be scheduled to email various sources including non-users.

d. Maintain customer and vendor databases

AmbuTrak maintains an agency's AmbuTrak database.

17. Tracks item history from purchase to use or disposition

AmbuTrak accounts for each transaction for every part in the system and an inventory log is available in reports to help troubleshoot any given item from when it was received into a supply room, cycle counted to update quantity on the shelf and/or expiration dates, and issued to a unit as used. Equipment can also be checked out to a repair facility and checked back in upon its return.

18. Add photos, notes, etc, to item descriptions

There are many fields for each part, some mandatory and some optional. Part description, part type, category, subcategory, part number or serial number, part price, and parts per order UOM are mandatory. A notes field and photo upload field along with many others are optional.

19. Inventory upload capable

A parts template is provided to assist an agency with the initial parts upload into your AmbuTrak site. Web-based training is very hands-on and importing and exporting parts file is covered together very thoroughly.

20. Allows various units of issue or measure for each inventory item

a. Order by one unit of measure for warehouse replenishment (i.e. case)

Units of measure are discussed extensively during set up and site training with an agency. Replenishment Unit of Measure (or order UOM) is defined by the vendor part number and Stocking Unit of Measure which is the smallest UOM that an agency plans to stock, issue, and count and item is customized by each agency.

AmbuTrak allows a Preferred Order Quantity (POQ) to be added for each part to allow an agency to order any part at a preferred multiple. For example, if a vendor part number specifies that a particular part is sold by the "Each" quantity, but it is shipped in a box of 10 or case of 100 and that UOM is preferred for ordering, the POQ can be set to 10 for a full box or 100 for a full case quantity and the system will recommend that orders be placed in multiples of that number.

- b. Distribute to field by a different unit of measure (i.e. each)

AmbuTrak allows an agency to determine what stocking UOM will be used. This allows parts to be distributed as a different unit of measure than ordered.

21. Advanced Security and back up capability

Data is stored on secure servers and the agency determines who has access to its AmbuTrak site. Data on an agency's AmbuTrak site is considered proprietary and is not shared. Specified crew have access to live data based on the permission they are granted at all times in the AmbuTrak site. Application Data is backed up daily with off-site retention and is readily accessible to restore the system in the event of an emergency.

22. Allows various levels of access or permissions

Various levels of permission are available and customized by the agency. As the AmbuTrak system is set up, certain roles can be customized and assigned to certain crew members giving them full or limited access to the back office. Permissions can also be extended to which supply rooms and units a crew member can access as well.

23. Interface capabilities with other software packages (MS Excel, Access, MUNIS, etc)

Reports from AmbuTrak can be pulled out of the site in multiple formats (.csv, .xls, .pdf, .doc) as well as emailed as an embedded file. AmbuTrak does not actively interface with other software packages; however data can be exported out of AmbuTrak and imported into other packages. Requisitions can also be emailed directly to a vendor or emailed internally for approval or for processing through another PO Processing System.

24. Allows real-time updating in system

Cycle Counting allows for real-time updating of inventory counts and expiration dates in a supply room. Electronic Check sheets allow for real-time updating of inventory counts and expiration dates within a unit (station).

25. Allows multiple users to access system simultaneously

As a web-based solution, multiple users can access both the back office as well as the electronic check sheets simultaneously. Each user's transactions are logged to provide accountability.

26. Capable of mobile, remote access

AmbuTrak site is available from anywhere there is internet connection for back office management of inventory in the central warehouse. Check sheets use Microsoft Silverlight V 4.1 which requires a Windows Operating system and allows a shift to be opened with an internet connection and then continued without an internet connection. Multiple users can join the shift and inspect different areas of the unit (station).

A mobile PC scanner is another option to manage the movement of inventory through supply rooms in the back office of AmbuTrak in a large supply room with limited or no internet connectivity.

27. Vendor must provide a demonstration and question session about the system, in person, (date to be determined by Fire-ES) to be considered eligible for procurement

AmbuTrak is willing to provide a live, on site demo upon request.

28. Cherokee County will own all data and information and vendor must provide it in a format specified by Cherokee County, if requested and when requested

Cherokee County data is available live via your AmbuTrak site at all times. This information can be pulled out of the site in various forms through the reporting module and we can also arrange for information to be delivered via FTP upon request.

29. Cherokee County reserves the right, after the purchase of the Inventory Management software, to procure items from any company, at any time, without restriction and use the software to manage those items

Cherokee County can purchase and manage any items from any company at any time using AmbuTrak. A part in AmbuTrak is anything that can be counted.

30. Vendor will be responsible for installation and implementation of all Inventory Management software, hardware and associated equipment to include the department's inventory data

Web-based training is provided with the set up fee. Training includes but is not limited to 4 to 6 one hour hands-on training meetings via webinar with the logistics staff. User training is available upon request via webinar as well. Assistance with hardware such as bar code scanner and bar code printers is available via webinar as well.

31. Vendor will ensure the system is fully operational with zero operational errors, bugs, etc, and ensure the system is free of any defects

AmbuTrak is provided as a service to your agency. It is a tool for managing your operation. It is impossible for us to guarantee you will not have operational, "operator" errors. We do however take great pride in our support and ability to take corrective action if an operational error is deemed to be a result of a system error or bug.

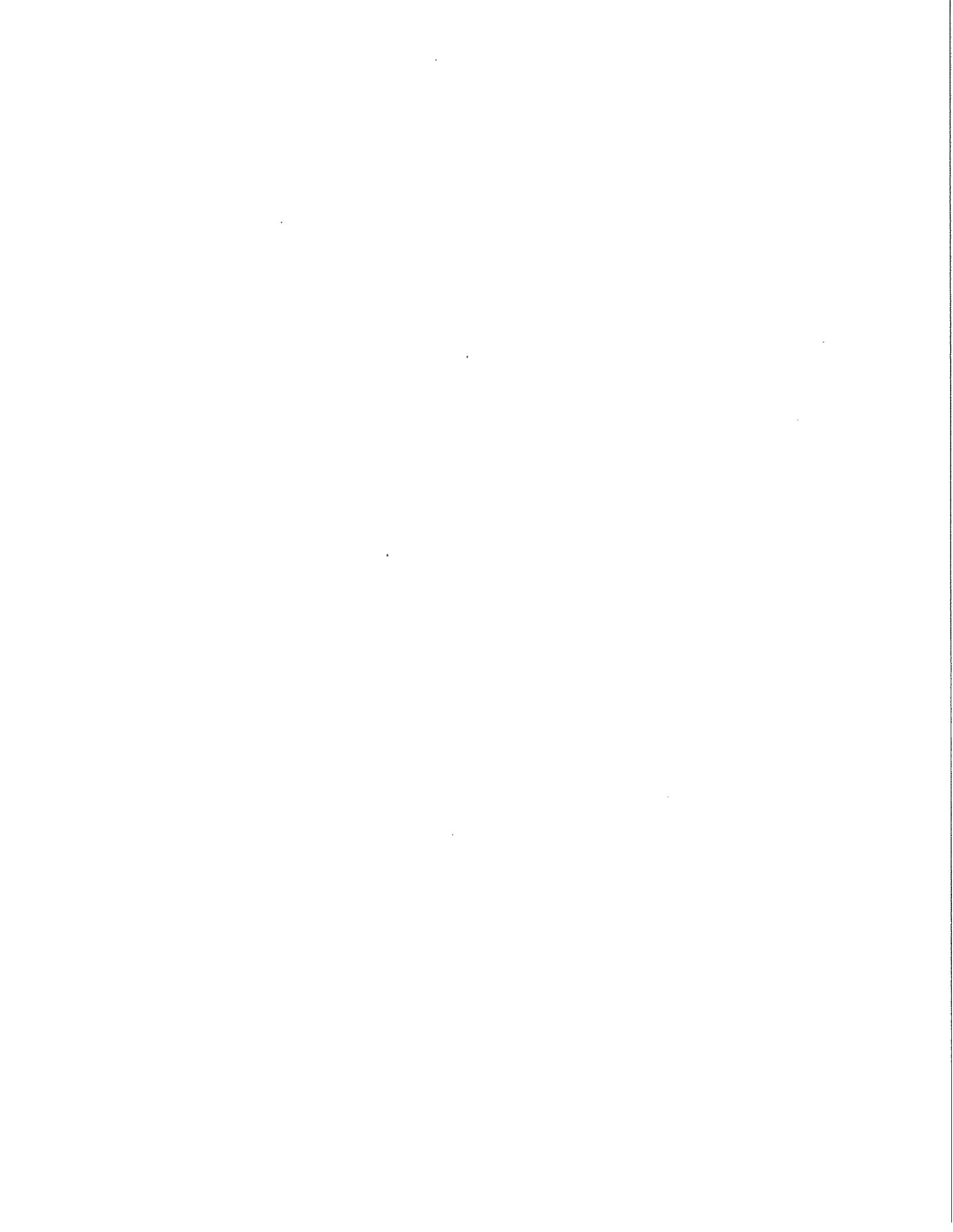
32. Vendor will arrange for a Trainer to provide up to 30 work days (week days, excluding County recognized holidays or weather days) of in house training (in person) to Cherokee County personnel on the use and maintenance of the Inventory Management System, upon completion of successful installation

User training to assist firefighters working on various shifts can be best accomplished with a series of 15 to 30 min scheduled webinars. This can allow for training on logging in and using the electronic check sheet to inventory a station and inspect equipment as well as Q&A at no additional fee.

On-site or in house training is available at the rate of \$1,000/day and is typically scheduled for a 2 day period for larger agencies. 30 days of on-site or in house training can be provided for \$30,000.

33. Vendor will provide 35 complete copies of Training Materials to Cherokee County Fire Support Services Division to be distributed

AmbuTrak offers web-based training materials only.



**Cherokee County, Georgia
Agenda Request**

SUBJECT: DUI Court Grant Funding

MEETING DATE: 11/20/2012

SUBMITTED BY: Lynn Epps, State Court

COMMISSION ACTION REQUESTED:

Accept State Grant from Criminal Justice Coordinating Council (CJCC) for the operational funding of the DUI Court.

FACTS AND ISSUES:

The DUI Court is awarded State funding annually to offset operational costs. The grant has previously been administered by the Judicial Council of Georgia. However, in July 2012 the administration was turned over to the CJCC.

Funding for the first quarter of FY13 (July, August and September 2012) was accepted by the Board on August 7, 2012, Item. 2.3. The CJCC has now awarded the remaining nine (9) months of the FY13 funding in the amount of \$12,395. There are no County funds required to match this grant.

There is no budget amendment necessary; these funds were budgeted and approved in the adopted FY13 Budget November 6, 2012.

BUDGET:

| | | |
|-----------------------|----------|----------------------------------|
| Budgeted Amount: | \$19,580 | Account Name: State Grants - DUI |
| Amount Encumbered: | \$0 | Account #: 22320555-531100-DUI1 |
| Amount Spent to Date: | \$0 | |
| Amount Requested: | \$0 | |
| Remaining Budget: | \$19,580 | |

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:

Authorize Chairman to sign the State Sub-grant Agreement and Special Conditions, Contract# A12-8-041, for the DUI Court funding for October 2012 to June 2013.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



CRIMINAL JUSTICE COORDINATING COUNCIL

104 Marietta Street, NW • Suite 440 • Atlanta, GA • 30303-2743
404/657-1956 • 877/231-6590 • 404/657-1957 (Fax) • 404/463-7650 (TTY)

October 29, 2012

Judge C.J. Gober, Jr
State Court of Cherokee County
90 North St, Ste 370
Canton, Georgia 30114

RE: Accountability Court Award Package

Dear Judge Gober:

Congratulations! I am pleased to inform you that the Accountability Court Funding Committee has awarded a grant to the State Court of Cherokee County. Enclosed is the award package for your new grant. Please refer to the enclosed instructions when completing your award documents, paying particular attention to the Special Conditions as they are the terms and conditions that govern your award. The Award Letter and Special Conditions must be signed by your Authorized Official (e.g., Chairperson of County Board of Commissioners).

Your completed award package must be returned with, or before, submission of the agency's first request for reimbursement to the Criminal Justice Coordinating Council at the following address:

**Accountability Courts/Grants Department
Criminal Justice Coordinating Council
104 Marietta Street, Suite 440
Atlanta, Georgia 30303**

If you have any questions regarding the execution of the enclosed documents or the administration of your project, please feel free to contact Ursula Kelley at 404-657-1968 or ursula.kelley@cjcc.ga.gov. We look forward to working with you during the upcoming grant period.

Sincerely,

Aisha Ford

Criminal Justice Services Unit Program Director

OFFICE OF THE GOVERNOR
 CRIMINAL JUSTICE COORDINATING COUNCIL

SUBGRANT AWARD

SUBGRANTEE: Cherokee County Board of Commissioners

| | |
|--|--|
| IMPLEMENTING AGENCY: Cherokee County | FEDERAL FUNDS: \$ 12,395 |
| PROJECT NAME: Driving Under the Influence | MATCHING FUNDS: \$ 0 |
| SUBGRANT NUMBER: A12-8-041 | TOTAL FUNDS: \$ 12,395 |
| | GRANT PERIOD: 10/01/12-06/30/13 |

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

This Subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



 Braxton T. Cotton, Director
 Criminal Justice Coordinating Council

 Signature of Authorized Official Date

Date Executed: 10/01/12

 Typed Name & Title of Authorized Official

58-6000799-003

 Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

| TRANS CD | REFERENCE | ORDER | EFF DATE | TYPE | PAY DATE | INVOICE | CONTRACT # |
|----------|-----------|-------|------------|------|----------|-------------|------------|
| 102 | 01 | 1 | 10/01/12 | 9 | | ** | A12-8-041 |
| OVERRIDE | ORGAN | CLASS | PROJECT | | | VENDOR CODE | |
| 2 | 46 | 4 | 4710602002 | | | | |

| ITEM CODE | DESCRIPTION 25 CHARACTERS | EXPENSE ACCT | AMOUNT |
|-----------|-----------------------------|--------------|-----------|
| 1 | Driving Under the Influence | 624.41 | \$ 12,395 |

CRIMINAL JUSTICE COORDINATING COUNCIL

SPECIAL CONDITIONS

SUBGRANTEE: Cherokee County Board of Commissioners
PROJECT NAME: Driving Under the Influence
SUBGRANT NUMBER: A12-8-041
SUBGRANT AWARD: \$12,395

1. All project costs not exclusively related to activities of the funded accountability court must be prorated, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.
Initials _____
2. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request must be accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Accountability Court Funding Committee. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.
Initials _____
3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.
Initials _____
4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.
Initials _____
5. One third of all awarded funding must be spent each quarter. Any unused funds each quarter end will be retained by the Council to be managed by the Accountability Court Funding Committee.
Initials _____
6. This is a reimbursement grant. Requests for reimbursement must be made on a monthly basis. Subgrant Expenditure Reports are due 15 days after the end of the month.
Initials _____
7. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting

will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials _____

8. Statistical and/or evaluation data describing project performance must be submitted to the Criminal Justice Coordinating Council on a quarterly basis using the prescribed format provided to the Subgrantee. Failure to submit this data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials _____

9. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials _____

10. If your court uses a Community Service Board (CSB) for treatment AND your court has received funds for treatment - these funds have been awarded provisionally. Prior to use, you must meet with the CSB to determine the reason treatment is not provided as a part of the CSB's normal services. If the CSB is the best or only option for treatment for your court, you must provide the funding committee a written report explaining this. This report shall explain whether the CSB will be providing treatment for your court at their normal rate and whether or not they will only include your participants in the treatment groups. The committee will evaluate each report and will notify your court if it is acceptable to use grant funds towards treatment from the CSB.

Initials _____

11. All drug courts, veteran courts, mental health courts and family courts must begin using the LSI-R tool no later than 1/1/2013. All courts must follow their court standards, if any, no later than 1/1/2013. All courts are required to use an evidence-based treatment modality no later than 4/1/2013.

Initials _____

12. Subgrantees must comply with the training requirements as mandated by the Accountability Court Funding Committee.

Initials _____

13. Non-compliance with any of the special conditions contained within this document, by the authorized official, project officials and/or employees of

this grant, will result in a recommendation to Accountability Court Funding Committee that the award be rescinded.

Initials _____

- 14. Each recipient must report the State Identification Numbers (SID) of all new participants admitted during each month. This report shall be submitted monthly with each Subgrant Expenditure Report (SER). The SIDS of all current participants shall be submitted with the first SER.

Initials _____

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.

Typed name of

Authorized Official: _____ Title : _____

Signature : _____ Date : _____

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT EXPENDITURE REPORT/REQUEST FOR FUNDS # 1
FEDERAL GRANT # FY13 STATE APPROP

SUBGRANT #: A12-8-041

EXPENDITURES FOR THE PERIOD OF _____ THRU _____ FINAL RPT? (Y/N) _____

SUBGRANTEE: Cherokee County Board of Commissioners
 90 North Street
 Suite 310
 Canton, GA 30114

PROJECT NAME: Cherokee County DUI Court
 PROJECT PERIOD: 10/01/12 to 06/30/13

COMBINED FEDERAL & MATCH EXPENDITURES

| | APPROVED BUDGET | PREVIOUSLY APPROVED N/A THIS RPT | EXPENDITURES N/A THIS RPT | REMAINING BALANCE | EXPENDED THIS PERIOD |
|--------------|------------------|----------------------------------|---------------------------|-------------------|----------------------|
| PERSONNEL | \$ 12,395 | \$ 0 | \$ 0 | \$ 12,395 | \$ _____ |
| EQUIPMENT | 0 | 0 | 0 | 0 | _____ |
| SUPPLIES | 0 | 0 | 0 | 0 | _____ |
| TRAVEL | 0 | 0 | 0 | 0 | _____ |
| PRINTING | 0 | 0 | 0 | 0 | _____ |
| OTHER | 0 | 0 | 0 | 0 | _____ |
| TOTAL | \$ 12,395 | \$ 0 | \$ 0 | \$ 12,395 | \$ [] |
| FEDERAL | 12,395 | 0 | 0 | 12,395 | _____ |
| MATCH | 0 | 0 | 0 | 0 | _____ |

| | |
|--|---|
| EARNED PROJECT INCOME FOR THE PERIOD: FORFEITED \$ _____ OTHER \$ _____ | EARNED PROJECT STATUS INCOME FOR THE PERIOD: EXPENDED \$ _____ UNEXPENDED \$ _____ |
|--|---|

CERTIFICATION: I certify that the above statements are accurate based on official records, that expenditures shown have been made for the purpose of, and in accordance with, applicable grant terms and conditions, and that appropriate supportive documentation relative to all expenditures is attached.

SUBGRANTEE OFFICIAL APPROVAL:

PREPARED BY: _____ OFFICIAL'S SIGNATURE _____ DATE _____
 PHONE NUMBER: _____ TYPED NAME & TITLE _____

FOR CRIMINAL JUSTICE COORDINATING COUNCIL USE ONLY

SUBGRANT #: _____ A12-8-041 AMOUNT REQUESTED THIS REPORT: _____
 SUBGRANT AWARD: _____ \$ 12,395 REVIEWED BY (INITIALS & DATE): _____
 REQUESTED TO DATE: _____ *
 BALANCE: _____ AUTHORIZED BY _____ DATE _____

* Substantiated _____ Advanced _____

| FOR ACCOUNTING USE ONLY | | | | | | DISCOUNT | PO/AUTH | PAY DATE |
|-------------------------|-------------|---------|----------------------------|-------|---------|--------------|---------|----------|
| | | | Tif EI - Partial Order | | | | | |
| | | | Tif ED - Schedule Pay Date | | | | | |
| DEPARTMENT | FUND SOURCE | PROJECT | PROGRAM | CLASS | ACCOUNT | INVOICE | | AMOUNT |
| 4710606000 | 4710602002 | 01 | 0630104 | 315 | 707002 | A12-8-041E01 | | |

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT # FY13 STATE APPROPS

ADJ REQUEST #: 1

REQUEST DATE: _____

SUBGRANTEE: Cherokee County Board of Commissioners
PROJECT NAME: Cherokee County DUI Court

SUBGRANT #: A12-8-041

| | | | | |
|---------------------------|-------|----------------------------------|-----------------|-------------|
| NATURE OF ADJUSTMENT: | _____ | REVISED BUDGET | Go To | SECTION I |
| Mark all that apply. | _____ | PROJECT PERIOD AND/OR EXTENSION. | Go To | SECTION II |
| | _____ | PROJECT OFFICIALS/ADDRESSES. . . | Go To | SECTION III |
| Adjustments of each type | _____ | PROJECT PERSONNEL. | Go To | SECTION III |
| shown should be entered | _____ | GOALS AND OBJECTIVES | Go To | SECTION III |
| in the section indicated. | _____ | OTHER. | Go To | SECTION III |

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

| | CURRENT APPROVED | REVISIONS +/- | REVISED BUDGET |
|-----------|------------------|---------------|----------------|
| PERSONNEL | \$ 12,395 | _____ | _____ |
| EQUIPMENT | 0 | _____ | _____ |
| SUPPLIES | 0 | _____ | _____ |
| TRAVEL | 0 | _____ | _____ |
| PRINTING | 0 | _____ | _____ |
| OTHER | 0 | _____ | _____ |
| TOTAL | \$ 12,395 | _____ | _____ |
| Federal | \$ 12,395 | _____ | _____ |
| Match | \$ 0 | _____ | _____ |

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

| | | |
|-----------------------------|------------------------|--------------------|
| CURRENT GRANT PERIOD | REQUESTED GRANT PERIOD | FOR EXTENSION, |
| Start Date: <u>10/01/12</u> | Start Date: _____ | # OF MONTHS: _____ |
| End Date: <u>06/30/13</u> | End Date: _____ | |

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

REQUEST DATE: _____

SUBGRANTEE: Cherokee County Board of Commissioners
PROJECT NAME: Cherokee County DUI Court

SUBGRANT #: A12-8-041

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

SUBMITTED BY: _____

Signature of Financial Officer or Project Director

Title

Date

CJCC ROUTING AND APPROVALS:

Approval

Disapproval

Reviewer Signature

Reviewed By: _____

Authorized By: _____

ACCOUNTABILITY COURT FUNDING COMMITTEE

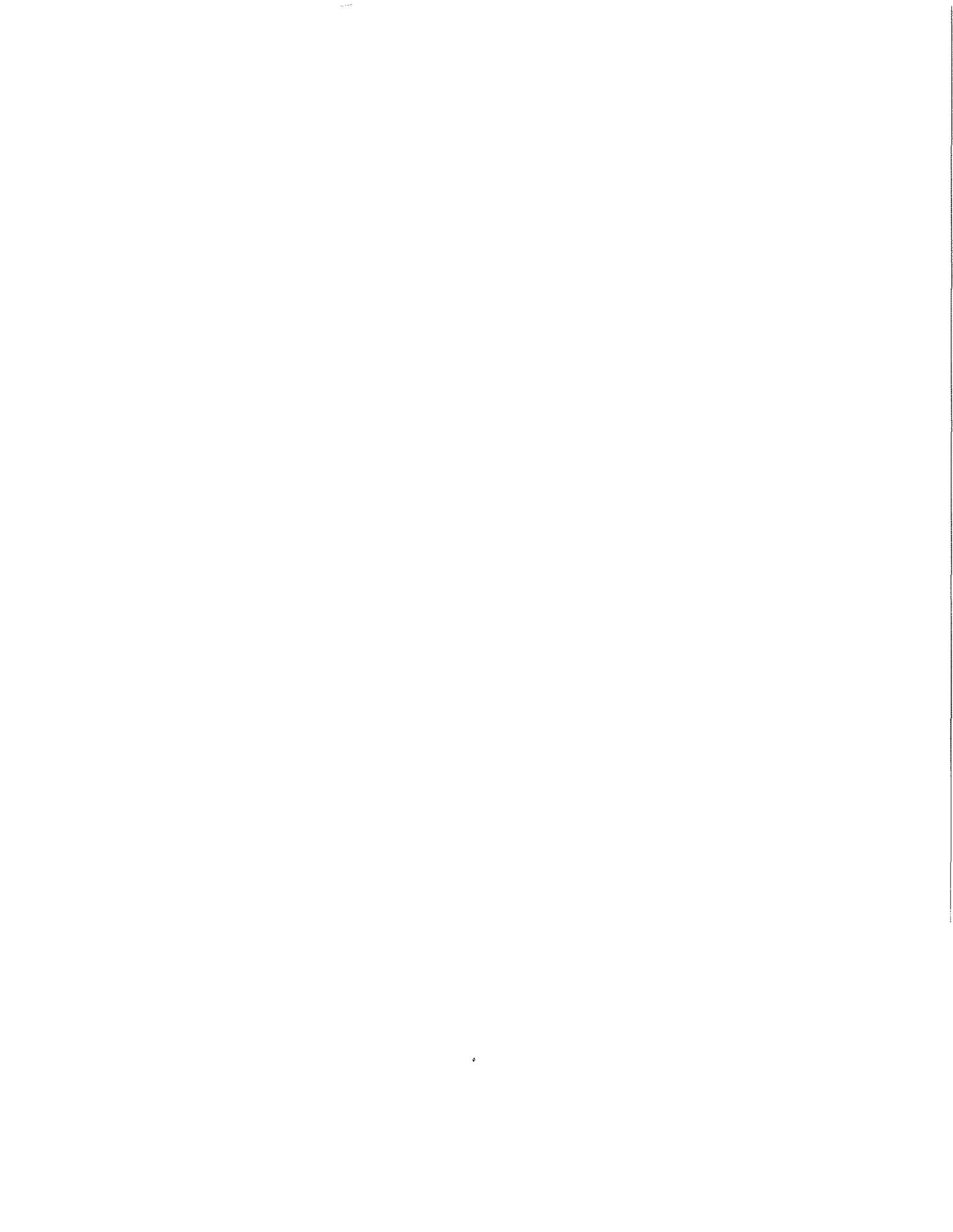
APPROVED GRANT FUNDING

For the last three quarters of FY13
October 1, 2012 – June 30, 2013

COURT NAME: Cherokee County DUI Court
PRESIDING JUDGE: Hon. C. J. Gober, Jr.
Hon. W. Alan Jordan
FY13 GRANT AWARD: \$12,395

Your FY13 award total is allocated as follows and is reimbursed by request to CJCC as directed in the attached documents:

| <u>Budget Worksheet Category</u> | <u>Line Item Approvals</u> | <u>Category Total</u> |
|----------------------------------|----------------------------|-----------------------|
| A.1 Personnel/Salaries: | | \$0 |
| A.2 Personnel/Fringe Benefits: | | \$0 |
| B. Travel: | | \$0 |
| C. Equipment: | | \$0 |
| D. Supplies: | Drug Testing | \$12,395 |
| E. Printing: | | \$0 |
| F.1 Other/Miscellaneous: | | \$0 |
| F.2.a. Consultant Fees: | | \$0 |
| F.2.b Consultant Expenses: | | \$0 |



**Cherokee County, Georgia
Agenda Request**

SUBJECT: Clayton Volunteer Fire Dept. Contribution

MEETING DATE: 11/20/2012

SUBMITTED BY: Chief Tim Prather, Fire/EMS

COMMISSION ACTION REQUESTED:

Consider approval of a budget amendment and acceptance of a donation in the amount of \$70,000.00 from Clayton Volunteer Fire Department. Requesting approval to contribute an additional \$8,000.00 in SPLOST funds for the acquisition of a 2012 fire truck chassis.

FACTS AND ISSUES:

This contribution combined with SPLOST funding of approximately \$8K shall provide for the acquisition of a 2012 International Truck Chassis that will eventually be built to replace the current outdated tanker truck that is assigned and services the Clayton Community. Cherokee County will continue to be dependent on tanker trucks in many areas of the county from time to time. In general, this acquisition will assist with the process of replacing our aging tanker fleet for the entire county. Clayton Volunteer Fire Department would purchase the truck and transfer to the County, but felt best approach would be to donate funds to the County.

BUDGET:

| | | |
|-----------------------|-------|---------------|
| Budgeted Amount: | \$N/A | Account Name: |
| Amount Encumbered: | \$0 | Account#: |
| Amount Spent to Date: | \$0 | |
| Amount Requested: | \$N/A | |
| 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:

Accept a donation in the amount of \$70,000.00 from Clayton Volunteer Fire Department. Approve the acquisition of a 2012 fire truck chassis.

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 | 371000 | CONTRIBUTIONS/DONATIONS | (70,000.00) |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | (70,000.00) |

EXPENDITURES:

| Department Org Code | Object | Account Name | Amount |
|------------------------|--------|--------------|-----------|
| 23520000 | 542200 | VEHICLES | 70,000.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | 70,000.00 |

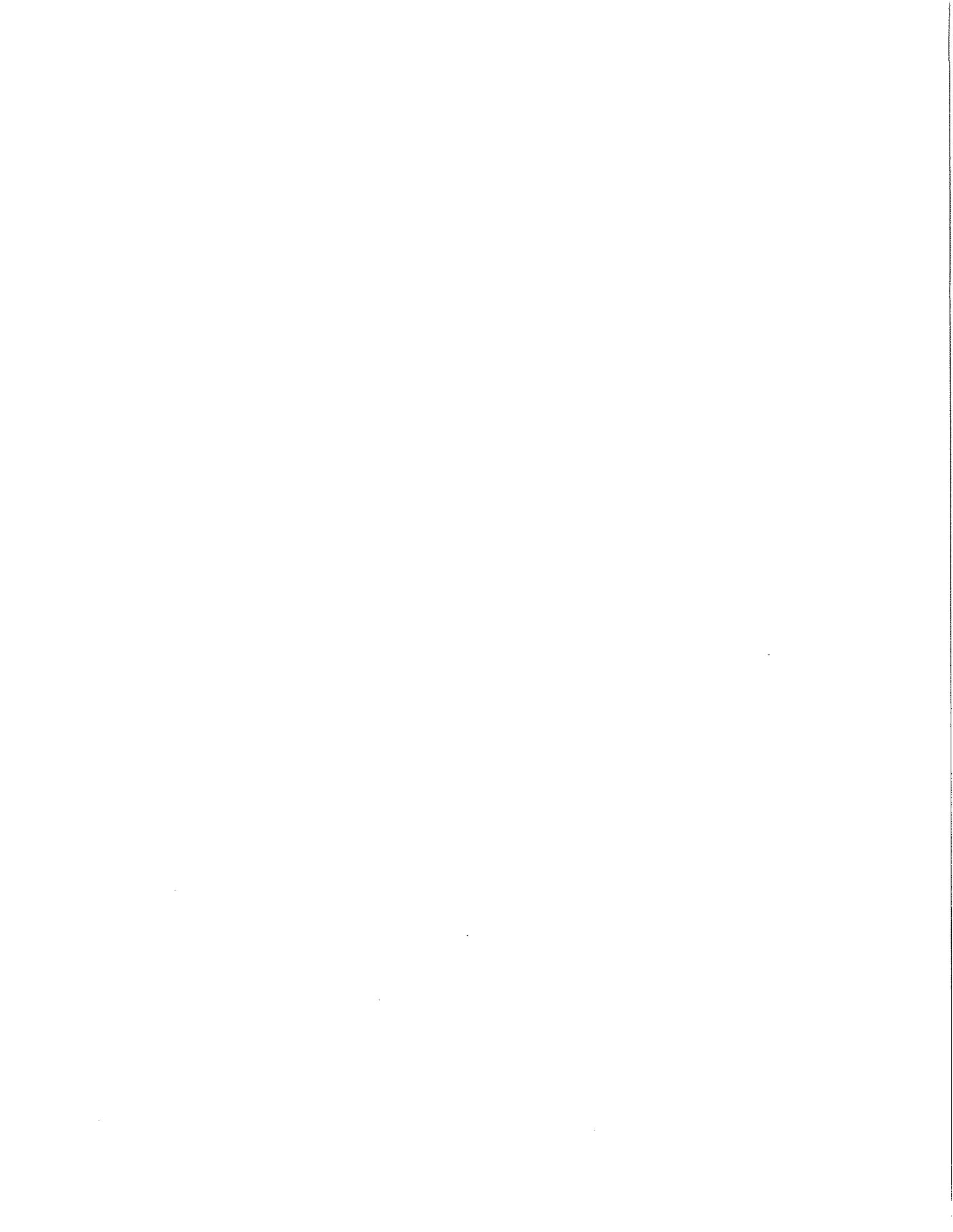
PURPOSE OF TRANSFER/ AMENDMENT

ACCEPT DONATION FROM CLAYTON VOLUNTEER FIRE DEPARTMENT FOR
THE PURCHASE OF A FIRE TRUCK CHASSIS

Department Head Approval: _____

County Manager Approval: _____

Date Approved by BOC (please attach a copy of Minutes) 11/20/2012



Cherokee County, Georgia Agenda Request

SUBJECT: Advanced Data Processing, Inc. Amendment

MEETING DATE: 11/20/2012

SUBMITTED BY: Chief Tim Prather, Cherokee Fire-Emergency Services

COMMISSION ACTION REQUESTED:

Request approval to issue a "Letter of Intent to Terminate" our contract with Advanced Data Processing, Inc. (ADPI) for the Rescue Ambulance Billing, Field Data Systems and Related Professional Services Agreement (PSA) dated April 22, 2003.

FACTS AND ISSUES:

The PSA with ADPI was executed April 22, 2003 and currently renews every March unless terminated 120 days prior to the next termination date. Cherokee County Fire and Emergency Services jointly with the Finance Department requests consideration and approval be given to allow the issue of a new RFP and request ADPI to submit a proposal and allow sufficient time to renegotiate a new contract for billing services. Prompt approval is requested to execute by November 30, 2012 to comply with the current contract requirement of the 120 day notice to terminate.

BUDGET:

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

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:

Authorize the County Manager, on behalf of the Chairman, to issue a Letter of Intent to Terminate the contract with ADPI for Rescue Ambulance Billing, Field Data Systems and the Professional Services Agreement with Cherokee County.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Handwritten signatures in black ink over horizontal lines for the Department Head, Agency Director, and County Manager.

**AGREEMENT BETWEEN
CHEROKEE COUNTY
AND
ADVANCED DATA PROCESSING, INC.
FOR RESCUE AMBULANCE BILLING,
FIELD DATA SYSTEMS & RELATED PROFESSIONAL SERVICES.**

THIS AGREEMENT, hereinafter "AGREEMENT", made and entered into this 22nd day of April, 2003 ("Contract Date") by and between CHEROKEE COUNTY, a political subdivision of the State of Georgia, with principal offices located at 90 North Street, Canton, Georgia 30114, hereinafter referred to as the "COUNTY", and Advanced Data Processing, Inc., a Delaware Corporation with principal offices located at 520 NW 165 Street, Suite 201, Miami, Florida 33169, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which the CONTRACTOR will render those professional services in connection with said project as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

1. DEFINITION OF THE PROJECT. The objective of the project is to utilize the services of the CONTRACTOR to provide the COUNTY with ambulance billing, field data systems for the purpose of collecting and reporting transport incident information and related services.

2. SCOPE OF SERVICES. The CONTRACTOR shall perform and carry out the work tasks presented in CONTRACTOR'S Scope of Work (Exhibit B), as summarized herein.

3. TIME OF PERFORMANCE. This Contract shall be effective for a five-year period from Contract Date through March 31, 2008, under the terms and conditions contained herein unless otherwise terminated or amended by mutual consent. This Agreement shall renew automatically for a period of one additional year at the end of the initial term and any subsequent renewal term unless written notice to terminate the Agreement is provided to a party to the Agreement at least one hundred and twenty (120) days prior to the expiration of the Agreement, or any renewal term thereof. All terms and conditions hereof shall remain in full force and effect during any renewal term.

4. CHANGES IN SCOPE. Either the COUNTY or CONTRACTOR reserves the right to request changes in the services within the general scope of the Contract to be performed upon mutual agreement by the COUNTY and CONTRACTOR which shall specify the change ordered and the adjustment of time and compensation required therefore.

Any services added to the scope of this Contract by a change order shall be executed in compliance with all other applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in the duly executed change order.

5. COMPENSATION AND PAYMENT

The CONTRACTOR shall provide to the COUNTY a monthly invoice representing fees for the services provided computed as:

- i. Service fees equal to Seven percent (7%) of all monies collected by CONTRACTOR, during the previous month, plus
- ii. A flat monthly fee of Seven hundred-fifty dollars (\$750.00) per month for printing and delivery of HIPAA Privacy Notice services (as identified in Scope of Services, Exhibit B), plus
- iii. Fees pursuant to the provision of Field Data System in accordance with the following schedule:

| | |
|--------------------------------|--------------|
| Upon contact signing | \$25,000.00 |
| Upon signoff on "Project Plan" | \$15,000.00 |
| Upon hardware/software order | \$150,000.00 |
| Upon installation of software | \$100,000.00 |
| Upon "Go- Live" | \$136,156.00 |

The COUNTY shall bear the cost of any and all Lock-box services. All other costs incurred by CONTRACTOR in the performance of services as specified herein (including, but not limited to postage, materials, communications and phone costs and, other operating costs) shall be borne by the CONTRACTOR. CONTRACTOR shall have the right to increase fees to specifically cover increases in CONTRACTOR's costs only related to postage increases not under CONTRACTOR's control.

The COUNTY shall issue a check for any amount invoiced, minus any disputed amount, within thirty (30) days of receipt of the invoice. Past due amounts shall bear interest at 1.8% per month or the highest amount allowed by law.

6. DATA TO BE FURNISHED BY COUNTY. The COUNTY will make available to the CONTRACTOR, for use in performance of services under this Contract, all available reports, studies or any other materials in its possession that may be useful to the CONTRACTOR. All material furnished by the COUNTY will not be disclosed to any party without the COUNTY's prior approval.

7. INDEPENDENT CONTRACTORS. The CONTRACTOR is an independent contractor and not an employee or agent of the COUNTY with the following exception:

To the extent necessary to fulfill its billing and collection efforts under the Agreement, the CONTRACTOR is authorized to sign *in an administrative capacity* for the COUNTY the following types of standard forms and correspondences only: probate filings; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of the COUNTY; and insurance filings and related forms. The CONTRACTOR has no authority to sign any document that imposes any liability on the COUNTY.

The CONTRACTOR shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of service by CONTRACTOR. The CONTRACTOR shall be fully responsible for all matters relating to payment of employees, including compliance with Social Security, withholding tax and all other laws and regulations governing such matters. The CONTRACTOR shall be responsible for its own acts and those of its agents and employees during the term of this contract.

8. INDEMNIFICATION. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of an act of negligence, of the CONTRACTOR, its employees, agents, representatives, or consultants. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall pay all costs and judgments (including, but not limited to, attorneys' fee and expenses), that may issue thereon.

9. INSURANCE. The CONTRACTOR shall maintain the following insurance coverage:

- 1) Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440 and applicable Federal Acts as they may be amended from time to time; and
- 2) General Liability insurance in an amount no less than \$1,000,000 per occurrence.
- 3) Coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivables, contracts and independent contractors and, valuable documents in an amount no less than \$100,000 aggregate;
- 4) Liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000; and
- 5) Professional liability coverage in the amount of \$500,000.

Where applicable all coverage above shall be amended with CHEROKEE COUNTY named as an additional insured. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until

at least thirty (30) calendar days written notice has been given to the COUNTY by certified mail. Prior to commencing work, the CONTRACTOR shall provide COUNTY with certified copies of all insurance policies providing coverage as required. Any indemnification provisions in this Agreement are separate and apart and in no way limited by the insurance amounts stated above.

10. OWNERSHIP OF DOCUMENTS. CONTRACTOR shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. The CONTRACTOR agrees that any and all documents, records, disks, and electronic data produced in the performance of this Agreement shall be the sole property of the COUNTY, including all rights therein of whatever kind except as may otherwise be provided hereinafter.

11. ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

- A. Business Associate Addendum (Exhibit A attached hereto and made a part hereof)
- B. Scope of Work (Exhibit B attached hereto and made a part hereof)
- C. System Deliverables (Exhibit C attached hereto and made a part hereof)
- D. Proposal presented to CHEROKEE COUNTY by Advanced Data Processing dated March 8, 2003 (Exhibit D attached hereto and made a part hereof)

Where terms, conditions or scope of services stated in either this Agreement or the above attachments conflict, this Agreement and any superceding Amendments thereof shall prevail.

12. TERMINATION.

Either party may terminate this Agreement for Cause at any time by giving 60 days prior written notice (the "*For Cause Notice*"), which notice shall set forth the grounds for Cause, and which shall be delivered not later than 30 days following the date on which the party first becomes aware of the circumstances establishing the grounds for Cause. The term "*Cause*," means a material breached of any provision of this Agreement. Upon receipt of a For Cause Notice, the breaching party shall have 30 days to cure such breach. In the event that such breach cannot be reasonably cured within such 30 day period, if breaching party has taken prudent steps towards curing such breach and continues to take such steps until such breach is cured. In event that such breach is cured in accordance with the provisions above, this Agreement shall not terminate.

Upon termination of this Agreement, the CONTRACTOR shall submit an invoice(s) to the COUNTY in an amount(s) representing fees for services actually performed, systems acquired or obligations incurred under this Agreement to the date of effective termination for which the CONTRACTOR has not been previously compensated. Upon payment of all sums found due, the COUNTY shall be under no further obligation to the CONTRACTOR, financial or otherwise.

13. UNCONTROLLABLE FORCES. Neither the COUNTY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of

performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if non-performance is due to forces that are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14. JURISDICTIONS, VENUE and CHOICE OF LAW. All questions pertaining to the validity and interpretations of this Contract shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this agreement shall be filed in Cherokee County, Georgia which shall be deemed proper jurisdiction and venue for the action.

15. ASSIGNMENT OF CONTRACT. The CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this Contract or any part thereof or work provided therein, or of its right, title or interest therein, unless otherwise provided in the contract, without express prior consent by the COUNTY, which consent shall not be unreasonably withheld.

16. NOTICES. Delivered or mailed to such party at their respective addresses as follows:

To the **COUNTY**:

Gregg Lord, EMS Coordinator
CHEROKEE COUNTY EMS
150 Chattin Drive
Canton, GA 30115

To the **CONTRACTOR**:

Darryl Hartung
Senior Manager
Advanced Data Processing, Inc.
520 NW 165 Street Road, Suite 201
Miami, Florida 33169

17. REPRESENTATION AND WARRANTY. CONTRACTOR represents that they have experience and agrees to follow all Federal, State and Local Laws including, but not

limited to, Public Records Laws and those laws and statutes applicable to discrimination.

18. ENTIRE CONTRACT. This Contract contains the entire agreement between the parties. The CONTRACTOR represents that in entering into this Contract it has not relied on any previous oral and/or implied representations, inducements or understandings of any kind or nature.

IN WITNESS OF THE FOREGOING, the COUNTY has caused this Agreement to be signed by its Chairperson Board of County Commissioners, attested by the COUNTY Clerk with the corporate seal of the Cherokee County, and the Contractor and Administrator have executed this Agreement effective as of the date set forth above.

COUNTY:
CHEROKEE COUNTY,
A Subdivision of the State of Georgia

ATTEST:


SHEILA R. CORBIN
COUNTY CLERK

Dated: 4/22/03


J. MICHAEL BYRD
CHAIRPERSON BOARD OF COUNTY
COMMISSIONERS

Dated: 4/22/03

APPROVED FOR FORM AND
CORRECTNESS:

BY: 

COUNTY ATTORNEY

CONTRACTOR:
Advanced Data Processing, Inc.
A Delaware Corporation

By: 
DOUG SHAMON
PRESIDENT

CORPORATE SEAL (If Applicable):

STATE OF FLORIDA,
COUNTY OF DADE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared **Doug Shamon, as President of Advanced Data Processing, Inc.**, a Delaware corporation, and acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it and that the instrument is the act and deed of the Contractor.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on 5/9/03, 2003.

NOTARIAL SEAL:  Darryl M. Hartung
Commission # DD126696
Expires June 17, 2006
Bonded Thru
Atlantic Bonding Co., Inc.


Notary Public, State of Florida at Large

Exhibit A

Business Associate Addendum

Advanced Data Processing, Inc. the "Business Associate" (hereinafter referred to as "ADPI") and Cherokee County (hereinafter referred to as Cherokee County) hereby amend the Agreement entered into on April 22, 2003, ("the Agreement") by adding the following additional language to the Agreement.

- I. ADPI shall carry out its obligations under this Addendum in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Billing Services provided hereunder. In conformity therewith, ADPI agrees that it will:
 - a. Not use or further disclose PHI except as permitted under this Addendum or required by law;
 - b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Addendum;
 - c. To mitigate, to the extent practicable, any harmful effect that is known to ADPI of a use or disclosure of PHI by ADPI in violation of this Addendum.
 - d. Report to Cherokee County any use or disclosure of PHI not provided for by this Addendum of which ADPI becomes aware;
 - e. Ensure that any agents or subcontractors to whom ADPI provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to ADPI with respect to such PHI;
 - f. Make PHI available to Cherokee County and to the individual who has a right of access as required under HIPAA within 30 days of the request by Cherokee County regarding the individual;
 - g. Incorporate any amendments to PHI when notified to do so by Cherokee County;
 - h. Provide an accounting of all uses or disclosures of PHI made by ADPI as required under the HIPAA privacy rule within sixty (60) days;
 - i. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining ADPI's and Cherokee County's compliance with HIPAA; and



ADVANCED
DATA PROCESSING, INC.

Exhibit B: Scope of Services

Contractor shall provide complete medical billing and accounts receivable management services for County's ambulance services in accordance with Contractor's responsibilities outlined below.

Contractor's Responsibilities:

Contractor will provide timely and accurate billing services for emergency medical treatment and transport services utilizing information provided by County and information obtained from other reliable sources including:

1. Collecting patient encounter information from County.
2. Attempt to obtain additional information required for billing from hospital information system.
3. Preparation and submission of medical claims to third party payors including diagnosis coding.
4. Preparation and mailing of patient Privacy Notices for all emergency transports.
5. Preparation and mailing of invoices and follow up statements to patients.
6. Insurance accounts receivable follow up on unpaid insurance claims.
7. Follow up on denials and other insurance correspondence.
8. Provide a toll-free phone number for patient services.
9. Provide web-site access for patients to provide insurance information.
10. Handle all Patient Mail correspondence.
11. Furnish account information to third party collection agencies as approved by County.
12. Provide professional assistance to County in evaluating billing policies and fee schedules from time to time.
13. Provide timely information regarding new or proposed regulations affecting billing for ambulance transports.
14. Analyze credit balance overpayments, process refund requests, and provision of refund request to County.
15. Provide standard monthly management reports and such other information reports as reasonably required.
16. Provide feedback to County on opportunities to improve documentation, revenue, collection, or compliance.

County's Responsibilities:

1. County will provide Contractor with patient encounter information on a timely basis and in sufficient detail to support diagnosis and procedure coding. County will also provide patient demographic information necessary for accurate patient identification including name, address, social security number, date of birth, and telephone number. Where possible, County will obtain and provide contractor with patient health insurance, auto insurance, or other insurance information.
2. County will provide Contractor with necessary documents required by third parties to allow for the electronic filing of claims by Contractor on County's behalf.
3. County will provide Contractor with its approved billing policies and procedures including fee schedules and collection protocols. County will be responsible for engaging any third party collection service for uncollectible accounts after Contractor has exhausted its collection efforts.
4. County will timely process refunds identified by Contractor for account overpayments.
5. County will provide a Lock Box address to Contractor and will instruct Lock Box to forward all Lock Box documents to Contractor for processing.
6. County will cooperate with Contractor in all matters to ensure proper compliance with laws and regulations.



ADVANCED
DATA PROCESSING, INC.

Exhibit C: System Deliverables

All deliverables for the Field Data System are identified herein:

1. Hardware, Software, Support and System Options with System Purchase Pricing

CONTRACTOR will supply all tangible hardware, software, support and system options for the purpose of providing the COUNTY a fully operational Field Data System. All deliverables for accomplishing this purpose are as identified in the schedule provided herein.

2. Project Plan

Within 30 days of signing the Agreement, CONTRACTOR will provide a detailed document, the "Project Plan", which will outline CONTRACTOR's responsibility and COUNTY's responsibility for successful deployment of the Field Data System. The Project Plan will include timeline for all tasks and milestones of the Plan. COUNTY will review and comment on the Plan within fifteen (15) days of receipt. Both parties to the Agreement will sign off on the Project Plan before Project initiation.

3. Warranties and Licensing

CONTRACTOR will provide COUNTY with supplier's customary warranties and licensing.



ADVANCED

DATA PROCESSING, INC.

EMS Pro Base Package

| Code | Description | Qty | Unit Price | Extended Price |
|------|--|-----|------------|-----------------|
| BPK | Base Package; Includes: 1 - Administration User License 1 - Network User License Management Reports 1 - Crystal Reports License Sybase License Documentation | 1 | \$12,600 | \$12,600 |
| | | | | \$12,600 |

EMS Pro User Licenses & Optional Modules

| Code | Description | Qty | Unit Price | Extended Price |
|------|----------------------|-----|------------|-----------------|
| MUL | Mobile User License | 14 | \$2,772 | \$38,808 |
| NUL | Network User License | 1 | \$2,772 | \$2,772 |
| DEW | Deployment Pkg | | Gold | \$5,000 |
| | | | | \$46,580 |

EMS Pro Billing Transfers, Extracts & Interfaces

| Code | Description | Qty | Unit Price | Extended Price |
|------|--|-----|------------|-----------------|
| PBT | Billing Transfer-ADPI | 1 | \$4,410 | \$4,410 |
| SRE | State Regulatory Extract (note possible testing and certification fee) | 1 | \$6,300 | \$6,300 |
| | | | | \$10,710 |

Technical Services/Custom Software

| Code | Description | Qty | Unit Price | Extended Price |
|------|-------------------|-----|------------|-----------------|
| | Sunpro Interface | 1 | \$8,000 | \$8,000 |
| | Tiburon Interface | 1 | \$10,000 | \$10,000 |
| | | | | \$18,000 |

Server Hardware

| Code | Description | Qty | Unit Price | Extended Price |
|------|-----------------------|-----|------------|----------------|
| | 2.0GHz P4 Server 60GB | 1 | \$4,500 | \$4,500 |
| | Win2K Server 25 User | 1 | \$1,400 | \$1,400 |
| | Shipping/Handling | 1 | \$100 | \$100 |
| | | | | \$6,000 |



ADVANCED

DATA PROCESSING, INC.

Mobile Hardware

| Code | Description | Qty | Unit Price | Extended Price |
|--------------------|--|-----|------------|----------------|
| | Walkabout XRT Rugged Tabl PC 800 MHz, 20GB, 256MB | 12 | \$4,185 | \$50,220 |
| | Vehicle Docking Sta. | 12 | \$475 | \$5,700 |
| | A/C Power Supply | 12 | \$49 | \$588 |
| | USB Keybd | 12 | \$100 | \$1,200 |
| | Keybd Protector | 12 | \$15 | \$180 |
| | Shock Case | 12 | \$65 | \$780 |
| | Hammerhead Maint (from 1yr - 4yr) | 12 | \$900 | \$10,800 |
| 9 Stations 1 HDQRS | Desktop Docking Sta. | 10 | \$405 | \$4,050 |
| | Win2K Upgrade | 12 | \$110 | \$1,320 |
| | XIRCOM PCMCIA Incl 56Kmodem & Ethernet Card | 12 | \$350 | \$0 |
| | Panasonic Toughbook | 3 | \$2,900.00 | \$8,700.00 |
| | Port Replicator | 2 | \$300.00 | \$600.00 |
| | MS Office Pro | 3 | \$250.00 | \$750.00 |
| | Vehicle Mount | 3 | \$300.00 | \$900.00 |
| | Bluetooth | 3 | \$100.00 | \$300.00 |
| | Wireless Mouse | 3 | \$35.00 | \$105.00 |
| | | | | \$88,193 |

Miscellaneous

| | | | | |
|--------------------------|----------------------------------|-----|-------|-----------------|
| Printers | Pentax Printer Pocketjet II USB | 14 | \$395 | \$5,530 |
| | HP or Equiv Laser/Laserjet w/IR | 2 | \$700 | \$1,400 |
| Optional/Supplies | Roll-feed Paper/In-vehicle Mount | 0 | \$85 | |
| | Pentax Roll Paper Thermal 6Pk | 0 | \$50 | |
| | Pentax Letter Size Thermal Paper | 0 | \$10 | |
| | Shipping/Handling | n/c | \$0 | |
| Vehicle Physical Install | | 14 | \$400 | \$5,600 |
| | | | | \$12,530 |
| | | | | \$98,723 |



ADVANCED

DATA PROCESSING, INC.

Order Summary

| | | |
|-----|-----------------|------------------|
| ST1 | Subtotal | \$192,613 |
| STT | State Sales Tax | Exempt |
| TOT | | \$192,613 |

Recurring Support (5 Years)

| | | | | |
|-----|----------------------------------|-----|----------|------------------|
| SUP | Technical support | 5yr | \$28,892 | \$137,237 |
| UPG | Software upgd program (per year) | 5yr | \$19,261 | \$96,307 |
| | | | \$48,153 | \$233,543 |



ADVANCED
DATA PROCESSING, INC.

| Equipment/Charge Category | Extended Cost - Full Purchase |
|---|--|
| Server Hardware | \$6,000 |
| Mobile Hardware | \$98,723 |
| EMS Pro Billing Transfers, Extracts & Interfaces | \$10,710 |
| Technical Services/Custom Software | \$18,000 |
| Subtotal - Hardware & Custom Interfaces | \$133,433 |
| EMS Pro Base Package | \$12,600 |
| EMS Pro User Licenses & Optional Modules | \$46,580 |
| Subtotal - Base & Mobile | \$59,180 |
| Recurring Support (5 Years) | \$233,543 |
| Subtotal - Software & Support | \$292,723 |
| Upfront Cost to County | \$426,156 |
| Remaining amount over term | \$0 |
| Total (5 Year Term) | \$426,156 |

| | | |
|---|---|--|
| ACORD™ CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 06/25/09 |
| PRODUCER Wachovia Insurance Services, Inc. 4401 Northside Pkwy, Suite 400 Atlanta, GA 30327-3078 770 850-0050 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED MCI Holdings, LLC Advanced Data Processing, Inc. 6451 North Federal Highway, Suite 1002 Fort Lauderdale, FL 33308 | INSURERS AFFORDING COVERAGE INSURER A: St Paul Fire & Marine Insurance Co INSURER B: The Standard Fire Insurance Company INSURER C: INSURER D: INSURER E: | NAIC # 24767 19070 |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | ADD'L | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|------|-------|---|----------------|----------------------------------|-----------------------------------|---|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | TE06804556 | 06/30/09 | 06/30/10 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | TE06804556 | 06/30/09 | 06/30/10 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY + EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| A | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000 | TE06804556 | 06/30/09 | 06/30/10 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | HCUB3240M13609 | 06/30/09 | 06/30/10 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

If required by written agreement, Cherokee County is included as an additional insured under the general liability insurance.

| | |
|---|--|
| CERTIFICATE HOLDER Cherokee County 150 Chattin Drive Canton, GA 30115 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE For WIS by: <i>[Signature]</i> |
|---|--|

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Cherokee County, Georgia Agenda Request

Agenda No.

2.3

SUBJECT: Proposal for Pavement Management
And Distress Evaluation for
Towne Lake Parkway

MEETING DATE: November 20, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of a design services contract with The Barnhardt Group, LLC for the preparation of a Pavement Management and Distress Evaluation for Towne Lake Parkway in the amount of \$29,282.45.

FACTS AND ISSUES:

This proposal is for performing a detailed pavement evaluation and recommending an appropriate rehabilitation method, including providing bid specifications for the rehabilitation of Towne Lake Parkway, between Eagle Drive and Bells Ferry Road, a distance of approximately 2.75 miles. Towne Lake Parkway was originally constructed about 20 years ago as the main access roadway for the Towne Lake mixed use development.

In 2001 Towne Lake Parkway was resurfaced in an attempt to extend the pavement life. After less than 5 years of service, significant distress is evident throughout its length. In 2007 and 2008 the Roads & Bridges Division performed additional patching and paving on the roadway.

Proposals were requested from two (2) firms, the Barnhardt Group submitted the most complete proposal and has provided similar services to both Forsyth County and the City of Marietta and was able to provide them with innovative and cost effective pavement rehabilitation recommendations.

BUDGET:

| | | |
|-----------------------|----------------|----------------------------------|
| Budgeted Amount: | \$2,500,000.00 | Account Name: Towne Lake Parkway |
| Amount Spent to Date: | \$ 0.00 | Account #: 63069 |
| Amount Encumbered: | \$ 0.00 | |
| Amount Requested: | \$ 29,282.45 | |
| Remaining Budget | \$2,470,717.55 | |

ADMINISTRATIVE RECOMMENDATION:

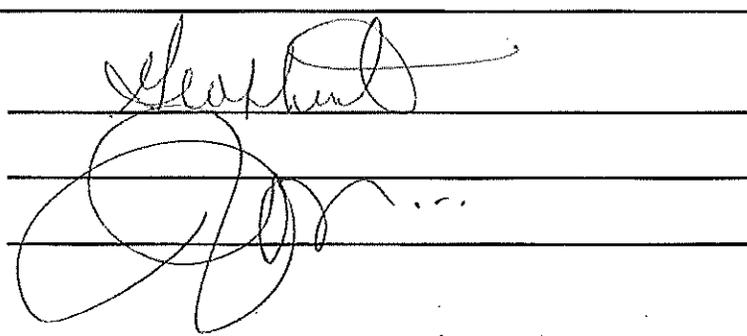
Approval of a design services contract with The Barnhardt Group, LLC for the preparation of a Pavement Management and Distress Evaluation for Towne Lake Parkway in the amount of \$29,282.45.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

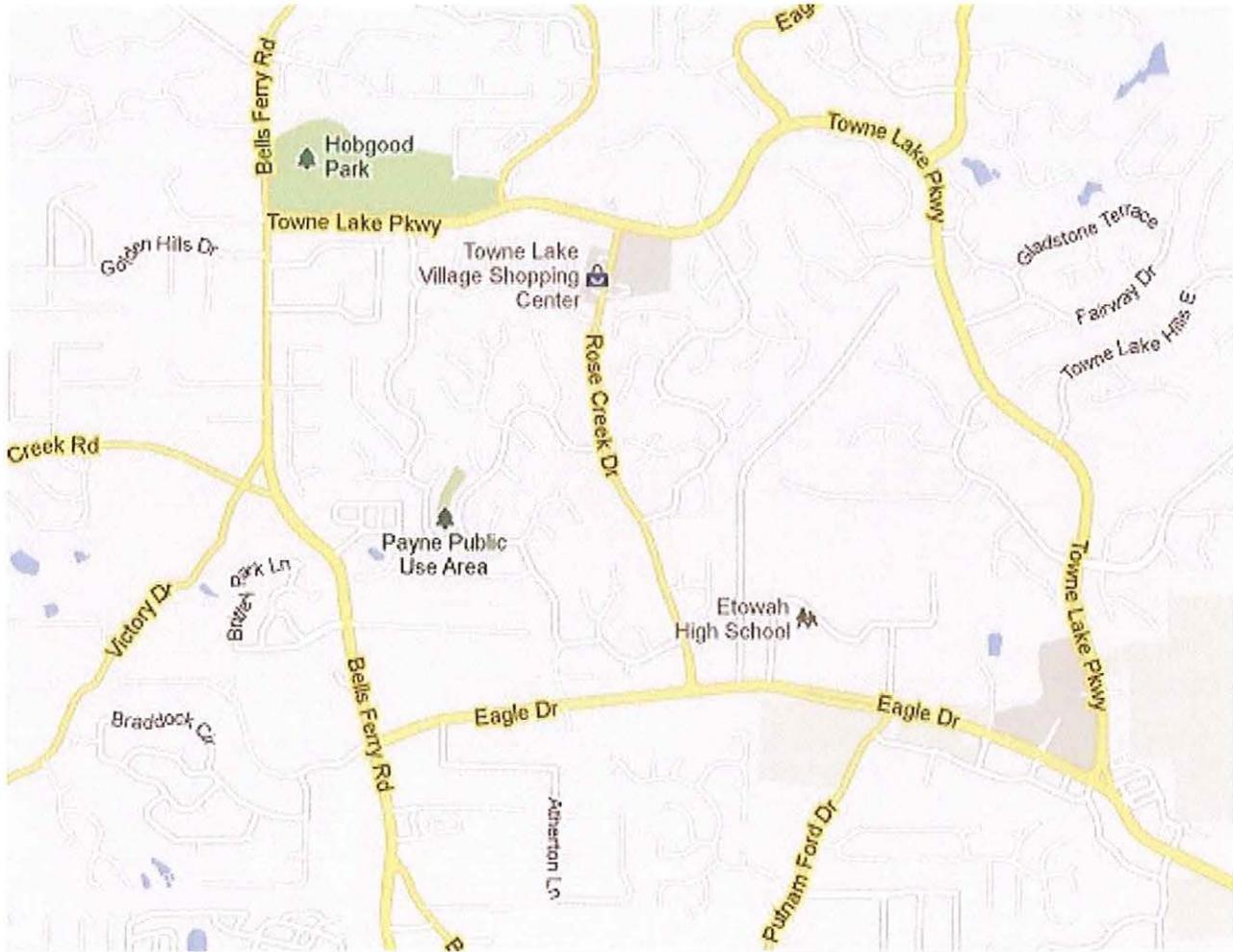




The Barnhardt Group LLC,



650 922-0469 1001 Bayhill Dr. Ste. 200, San Bruno, 94066 * 1017 Ector Dr. NW, Kennesaw GA, 30152 416 316-9762



RFP: Pavement Management & Distress Evaluation Cherokee County, Town Lake Parkway

Submitted by:

The Barnhardt Group, 1017 Ector Dr. NW, Kennesaw, GA

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| Section 3 | Consultant Team |
| Section 4 | Scope of Work |
| Section 5 | Project Schedule |
| Section 6 | Related Experience and References |
| Section 7 | Estimated Project Budget |



Town Lake Parkway, Woodstock Pavement Distress Evaluation Services

Section I Cover Letter

DATE: October 9, 2012

Subject: Pavement Distress Evaluation & Pavement Management Recommendations

Attention: Geoff Morton, Cherokee County, GA

Reference: Town Lake Parkway

Mr. Morton, please find enclosed my CV and Proposal to provide expert pavement distress evaluation services at the above location. We have this work scheduled to be inspected and surveyed for pavement distress during the month of November and December, weather permitting. Note that we will be performing scientific ASTM 6433 Pavement Distress Evaluation on any and all of your properties and recommending only the most cost effective and eco-efficient repairs by highly skilled contractors. We will be doing a MicroPAVER™ distress evaluation that includes survey of replicate sample sections for 20 different pavement distresses that include but no limited to raveling, weathering, rutting, cracking, bleeding and alligatoring. We will also perform diamond core drilling.

With your permission we would recommend treating the four lane divided arterial as if it were actually two separate two lane arterials based on our extensive walk through with your forces and afterwards with our own. It is quite conceivable that the distress and subsequent treatment may be different in each of the two lane sections despite the fact that they are adjacent to each other. Since the contractor will likely elect to perform the work on only one two-lane section at a time, this makes perfect engineering as well as fiscal sense. The turnouts will be treated as a third component to the "two other roadways". Further, we plan to section at every intersection for precise decision making in terms of most cost effective and long term solution.

We are also enclosing a sample of a recent private sector project report that we compiled for a large asset in Chicago. The report is 64 pages in length, and does include a link to a 40-minute summary HD Video I would encourage you to view at your leisure. Please note that this is an unlisted YouTube link. We propose to do exactly the same type of reporting but we are open to discussion and negotiation if there are certain items that you do not desire in an effort to trim costs. However, consider the few pennies per square yard for our firm will be saving the County several hundreds of thousands, perhaps millions in construction cost.

The overall scope of this project we are proposing includes the following:

- Project Strategy and Review
- Pre Survey Activities, Establish Station Points, Core Locations, Turnout Quantities
- Distress Data Collection (per earlier paragraph), data recording, photo documentation, HD video walk through footage
- Core Data Collection, Sample Collection, Sample Recording, Sample Observation, Sample Disposal, Hole Filling
- Report Compilation, Sort Data, Input Data, Data Analysis, Conclusions, Report Writing, Video Editing and Production, Transcript Preparation for Video
- PowerPoint Presentation
- All Equipment, Supplies, Flagging, Signage, Insurance, Tools, Etc.

Projected Project Cost for Above and as Detailed in this Proposal is open for negotiation if certain items require deletion or addition Mr. Morton.

Sincerely,

A handwritten signature in blue ink, consisting of the initials 'BJB' followed by a horizontal line extending to the right.

Blair J. Barnhardt

CEO, The Barnhardt Group

Section 2 Introduction

The Barnhardt Group was founded in November 2009 in response to a growing demand for quality pavement management services and the online learning as well as comprehensive instructor led pavement management training. The firm is an LLC with offices in Kennesaw, Georgia and San Bruno, California. We are a small family owned business with a world of expertise in pavement management. Blair Barnhardt is the CEO and Joy Barnhardt is the CFO. We have key field personnel with agency background and the discipline required for field and classroom training.

Mr. Barnhardt is one of a few if any individuals with the academia, consultant and contractor background. He may be one of the only persons that has directed the forces of all three of the disciplines in the BARM, the Basic Asphalt Recycling Manual that he also helped to co-author. He knows how to professionally evaluate, train, prepare specifications and bid documents and be an ongoing subject matter expert to ensure that your City is getting the most eco-efficient preservation and cost saving in place asphalt rehabilitation methods possible. In addition to consulting with pavement management clients across the Nation each and every day, he also designs and delivers online and instructor led training for NWETC, LTAP, APWA, KU, Auburn and UC Berkeley. He is already prequalified to work for OCTA, a Strategic Software Development Partner and Technical Trainer for MTC StreetSaver® and a licensed StreetSaver® consultant.

Please find enclosed our submittal for performing expert pavement distress evaluation, pavement management, in-place asphalt recycling and pavement preservation advice regarding your asset(s). Our enclosed proposal specifically for ASTM 6433 manual data collection and also includes network level coring with Hilti Wet Diamond Coring Rigs to specifically analyze the insitu pavement thicknesses in order that the most eco efficient, cost effective pavement preservation and/or in place asphalt recycling techniques are aligned with the current pavement distress levels and rehabilitation budget available.

We have a long list of satisfied clients, with our most prestigious project just under our belt, 275 miles of pavement distress evaluation, pavement management and training for the Dugway Proving Ground staff in Utah. This location is often referred to as "Area 52", and is one of our military's most top secret and most important installations.





Section 3 Consultant Team For this Project

- (1) Mr. Barnhardt is an internationally recognized expert in pavement management, in place asphalt recycling and pavement preservation.
- (2) SHORT BIO Blair Barnhardt



Blair is an award winning National Highway Institute Certified Instructor for FHWA, LTAP Nationwide Technical Trainer, and an APWA Carl Vinson Institute Instructor. Blair is one

of the few individuals in this nation with actual direct management experience in orchestrating the work for all three sub-disciplines in the FHWA Basic Asphalt Recycling Manual (BARM) textbook, hot in place, cold in place and full depth reclamation. He routinely bid over 30 million dollars of this type of work annually while in the construction industry.

Section 4 Scope of Work

The pavement distress evaluation work will be completed promptly and professionally within the time constraints of the owner's representative. Deliverables will include core depth reports, underlying soil characteristics, i.e. soft, medium soft, or hard base, granular or sand, silty or clay particles. No DCP or hand auguring will be conducted as MicroPAVER™ distress evaluations rely on surface defects only. The site will be evaluated based on MicroPAVER™ proven ASTM 6433 technology.

During this phase we collect representative data for 20 different pavement distresses along with their overall scale of condition, i.e. low, medium or high. This information is input into the software and a network level PCI (Pavement Condition Index) is established. At this point we will do a video walk around to give the owner a remote perspective on the condition of the property and highlights of any specific liable situations. Once the PCI is calculated, the appropriate rehabilitation choices will be presented to the owner's representative along with recommendations from myself.

The video walk around will be in the form of an unlisted YouTube video link and a short (5 to 8 minute technical synopsis). A list of potential local contractors will be provided to the owner's representative along with a sample bid proposal. The Barnhardt Group can also help in review of the bid documents and selection of the contractor. It is our understanding that a contract manager would take over from here.

Section 5 Project Schedule

We can complete this project schedule by doing the fieldwork during November and December. Other coordination and correspondence would ensue between Geoff, Cliff and myself and others as required at no additional charge for a moderate amount of workflow as outlined above.

The bid documents could be established quickly however the work would likely not be performed until mid May at the earliest of 2013. Certainly our crew will determine if immediate attention is warranted on any one area to act as a stopgap measure over the winter months.

Section 6 Related Experience and References

Here is a partial list of references. I would encourage the City to visit our website and YouTube Channel for further information regarding references.

References:

Gavin Whiting, Planner/Scheduler, C. Martin Contracting, Dugway Proving Ground

gavin.g.whiting.ctr@mail.mil 435-849-5223

Darold Wiggins, County Engineer, Heard County Georgia

[dwiggins@heardcountyga.com](mailto:dwiggin@heardcountyga.com) 706-594-0374

Brian Frix, EIT, Transportation Engineer, Rockdale County

Brian.frix@rockdalecounty.org 770-278-7139

Mike Gippert, Public Works Director, City of Forest Park

mgippert@forestparkpw.com 404-608-2310

Additional agency references can be supplied on request.

In addition please see training testimonial reference below, Program Director, University of Kansas Continuing Education Department , 1515 St. Andrews Drive, Lawrence KS 66047 78-864-7861

kgcurry@ku.edu

Section 7 Estimated Project Budget

Rates, Terms and Conditions for Site Visit, Coring, MicroPAVER™ Pavement Distress Evaluation, Written Recommendation of Appropriate Rehabilitation Technique(s), Property Overview Video Summary, Recommendation of Local and Distant Qualified Contractors, Evaluation of Bids and Bid Award Recommendations to the Asset Manager and other Duties as Requested per Geoff Morton.

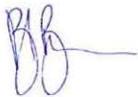
All payment is due net 30 days when working with agency clients.

| | |
|---|--------------------|
| To perform consulting services as outlined above | \$\$29,282.45 |
| Plus per daily per diem | No Charge |
| Plus mileage for Airstream Interstate RV (incl. coring equip.) \$0.65/mile x 1400 | No Charge |
| All bid preparation, specification writing, pre bid meeting attendance etc. | No Charge |
| Total | \$29,282.45 |

Please feel free to contact me at anytime if there are any questions regarding the rates, terms, conditions or CV submitted. We can negotiate terms to best suit your specific projects going forward and look forward to working with you on this project.

Sincerely

Blair Barnhardt, CEO



The Barnhardt Group, LLC

Kennesaw 404-316-9792

San Bruno 650-922-0469

blair@thebarnhardtgroup.com

Section II A 5 Appendices

The Barnhardt Group References

Video references and training material from our YouTube Channel are available by going to www.youtube.com/user/barnhardtgroup. Other unlisted pavement management training videos are available upon request by The City of Bellingham such as this one that we prepared for a follow up homework video for our last MTC tech transfer session... <http://youtu.be/ZP4NLkeGATQ>

You can scan the QR code below or click on this for a company overview
http://youtu.be/J591BV_oVXM



We also have about 5 pages of testimonials from our clients and colleagues listed on our website at www.thebarnhardtgroup.com/testimonials

May 23, 2012

CHEROKEE COUNTY GOVERNMENT
130 East Main Street
Suite 106
Canton, GA 30114

Attention: Mr. Geoffrey E. Morton
Director of Public Works

Subject: Proposal to Provide Pavement Evaluation
& Rehabilitation Recommendations
TOWNE LAKE PARKWAY
Cherokee County, Georgia
NOVA Proposal Number 12140-T

Dear Mr. Morton:

NOVA Engineering and Environmental LLC (NOVA) appreciates being given the opportunity to submit this proposal to provide a pavement evaluation to include rehabilitation recommendation options for the above referenced project. The proposed services are intended to supplement our original pavement evaluation which was completed and reported August 28, 2006. This proposal briefly describes our understanding of the project, presents our approach to the evaluation, and contains our cost estimates and schedule.

PROJECT INFORMATION

Project information has been provided during conversations with Mr. Tommie Grey and Mr. Morton of Cherokee County Government. In addition, information obtained during the 2006 evaluation has been relied upon to develop the scope detailed herein.

The project (starting at Eagle Drive and proceeding to Bells Ferry Road) is approximately 2¾ miles in length and was originally constructed about 25 years ago as part of the Towne Lake residential/mixed use development. The Parkway consists of four lanes, with a divided median, curb and gutter. In 2001, rehabilitation of the Parkway was completed in an attempt to extend the pavement life. Rehabilitation included saw cutting areas deemed to have completely failed and placing a full depth asphalt patch in each of these locations prior to milling and resurfacing the top 1½ inches of pavement over the entire Parkway. Since 2006 minimal repairs have been made and significant distress is evident throughout the Parkway.

EMPLOYEE OWNED – CLIENT DRIVEN:

Environmental Consulting – Geotechnical Engineering – Construction Materials Testing – Inspection Services
Facility Engineering – Building Envelope/Roofing Consulting – Loss Prevention – Code Compliance
Municipal & Government Support/Outsourcing – Private Provider Services™

throughout the course of the project. If poor or unexpected conditions are encountered, we will contact you to develop a revised scope for our services prior to proceeding.

Specifically, we will evaluate the 2006 and current data collected, and develop our findings, conclusions, and repair/rehabilitation options, incorporating our experiences from nearby sites and similar projects. Pavement analysis will be completed utilizing AASHTO and GDOT procedures in conjunction with data provided to us. We understand that rehab costs and projected pavement performance/life expectancy are equally critical and must be taken into account as rehabilitation alternatives are considered.

With each alternative provided (likely 1 to 2) we will provide a summary of the advantages and disadvantages of each, along with a final recommendation as to which one NOVA believes is the preferred choice relative to pavement performance, life expectancy and budgetary concerns.

Please note that this Task does not include Design Drawings and Specifications necessary to implement the rehabilitation program and/or to select a contractor. Such is reserved until a preferred option is chosen by the County. At that time a detailed scope of work and cost estimate for NOVA to develop design drawings and specifications can be developed, if requested.

TASK 3: CEMENT-STABILIZED BASE MIX DESIGNS:

In 2006 we recommended full-depth reclamation of the Parkway as the preferred rehabilitation option due to the pavement section being significantly under designed based on the 2006 traffic study. This option included a cement-stabilized base as part of the pavement section. Currently, we anticipate that this will remain one of, if not the preferred rehabilitation option.

To aid contractors in preparing reasonable bids and to ensure that the County receives a pavement section with an adequate structural coefficient we recommend that laboratory mix designs of the cement-stabilized base be performed.

In order to develop preliminary mix designs for bidding purposes NOVA proposes to collect samples of the existing pavement section materials and underlying subgrade soils at two locations along the project alignment. To accomplish this, 12-inch diameter cores will be required of the pavement section at the planned locations. Two dosage rates will be tested per sample location in an attempt to optimize cement application rates.

Prior to completing any field work, we will contact the State Utility Protection service as required by law. They require 72 hours' notice to mark utilities on right-of-ways. As discussed with the County in

2006, no underground utilities should exist beneath the actual pavement. Regardless, we have assumed that all underground private utilities will be marked by the State Utility Protection service prior to our arrival on site. Therefore, beyond normal due-diligence and working with the County's personnel, we cannot be responsible for encountering utilities.

To collect the cores, one-lane traffic closure will be required during the field work. Therefore, NOVA will provide the necessary personnel and signage for maintenance of traffic.

Upon completion of asphalt coring and sample collection, each location will be backfilled with sand or cuttings from the drilling process and repaired with a cold-mix asphalt patch compacted in place. It should be noted that the repairs should be considered only temporary and will likely settle/subside if left in place for an extended period of time.

Each asphalt core, base material (GAB) and subgrade soils collected will be transported to NOVA's Kennesaw laboratory for visual evaluation, looking for stripping in the samples, possible segregation of the aggregate, poor compaction during original placement, the depth of distress in each core and if the distress appears to be from the top down or from the bottom up, etc.

The samples collected will then be prepared and tested as follows:

- Standard Proctor compaction tests per ASTM D698
- Soil-Cement Compaction per ASTM D558
- Soil-Cement Molding for Unconfined Compressive Strength (UCS) testing per ASTM D1632 (based on maximum dry density and optimum moisture content per ASTM D698 and D558 respectively)
- UCS per ASTM D1633 (7&28 days curing)
- Natural moisture content tests of the subgrade soils

From the above tests, preliminary mix-designs using the in-place materials and a specified cement content will be provided. Please note that once construction commences verification testing will be required to confirm that field conditions along the alignment are as anticipated and some adjustments in cement content may be required.

COMPENSATION

Based on the detailed scope of services included herein, NOVA proposes to provide our services on a time and materials basis, in accordance with contracted unit rates included in our annual agreement with the County. However, there are a few specialty unit rates, such as maintenance of traffic, certain

laboratory tests and patching core holes that are not included in our current contract, and as such are being added herein (as shown below). The requested unit rate additions are:

1. Single Lane Closure (Signs & MOT certified personnel), per day\$1,000
2. Patch Core Holes (Materials Costs), each\$ 150
3. Natural Moisture Content Test, each\$ 10
4. Material preparation and mixing (per mix design/dosage), each\$ 250
5. Standard Proctor of combined, crushed materials, each\$ 130
6. Soil-Cement Compaction (ASTM D558), each\$ 175
7. Soil-Cement Molding for UCS per ASTM D1632, each\$ 80
8. UCS per ASTM D1633, each.....\$ 90
9. CADD/Draftsman/Clerical, per hour.....\$ 45

The estimated cost for each Task (excluding Task 4) is shown below. Task 4 cannot be accurately estimated until the preferred rehab alternative has been selected by the County.

| TASK | RECOMMENDED BUDGET |
|---|--------------------|
| Task 1: Visual Assessment | \$ 1,700 |
| Task 2: Pavement Evaluation & Rehabilitation Alternatives | \$ 3,240 |
| Task 3: Cement-Stabilized Base Mix Designs (includes fieldwork) | \$ 9,650 |
| Task 4: Detailed Design & Construction | To Be Determined |

\$14,950⁰⁰

To keep you updated on the costs of our services, we will communicate with you as the each phase of the project is completed and will invoice monthly. We will not exceed the noted costs without your prior approval. The final cost for any authorized extra work will be based on the required scope of work and NOVA's contracted Schedule of Fees with the County.

Our fee estimate includes submittal of a total of three copies of each report to you, or to other parties specified by you. Should additional consultation be requested subsequent to the completion of the proposed scope of services, such services will be charged in accordance with NOVA's contracted unit rates.

SCHEDULE AND AUTHORIZATION

Based on our current schedule, we can begin work within 10 working days of authorization to proceed. We anticipate that 1 day will be required to complete the asphalt coring and sample collection



proposed in Task 3, which will require lane closures along the Parkway. We will endeavor to limit lane closures to non-peak traffic times during the day. We will provide verbal findings as the fieldwork and laboratory work are completed. Laboratory testing will take approximately 6 weeks (the mix designs require 28 days for sample curing). Therefore, the Pavement Evaluation report can be submitted within 9 weeks of authorization.

If this proposal is acceptable, please execute a copy of the attached Proposal Acceptance Sheet and return it to us. The Terms and Conditions included in our annual contract with the County will govern this work.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact us if you have any questions or if we may be of further service.

Sincerely,

NOVA ENGINEERING AND ENVIRONMENTAL LLC


Randall L. Bagwell, P.E.
Principal


Barry J. Roziewski
Senior Materials Engineer

Attachments: Professional Services Agreement

**NOVA ENGINEERING AND ENVIRONMENTAL, INC.
PROFESSIONAL SERVICES AGREEMENT**

| | |
|---|--|
| DATE: May 23, 2012 | PROPOSAL NO.: 12140-T |
| PROJECT NAME AND ADDRESS Towne Lake Parkway Pavement Evaluation Cherokee County, Georgia | CLIENT NAME AND ADDRESS CHEROKEE COUNTY GOVERNMENT 130 East Main Street Suite 106 Canton, GA 30114 Phone: (678) 493-6077 Fax: (678) 493-6088 |
| Costs Estimate: | |
| | <u>Accepted</u> |
| Task 1..... | \$ 1,700 <input type="checkbox"/> |
| Task 2..... | \$ 3,240 <input type="checkbox"/> |
| Task 3..... | \$ 9,650 <input type="checkbox"/> |
| <p>Note: The final costs will be dependent on the actual services provided and will be invoiced in accordance with the contracted Schedule of Fees.</p> | |

The attached Proposal and our standard contract with Cherokee County will govern during execution of this project. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days.

If this proposal is acceptable, please sign and return this professional service agreement and attached proposal or fax to (770) 425-1113.

| | |
|-----------------------|--------------------|
| AUTHORIZED BY: | INVOICE TO: |
| Signature | Firm |
| Name | Name |
| Title | Address |
| Date | |

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 14 day of Nov, 2012, 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 **BARNHARDT GROUP, LLC**, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Pavement Management and Distress Evaluation on Towne Lake Parkway; 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

The project consists of completing a pavement management and distress evaluation of approximately 3 miles of Towne Lake Parkway, from Eagle Drive to Bells Ferry Road.

B. The Work

The Work to be completed under this Agreement (the "Work") consists of completion of a site visit, various pavement coring, MicroPAVER pavement distress evaluation, a written recommendation of the appropriate pavement rehabilitation technique(s), overview video summary, recommendation of local and nationwide qualified contractors, evaluation of bids and bid award recommendation, and other duties as requested by the Cherokee County Public Works Agency, Roads & Bridges Division and Engineering Department.

C. Schedule, Completion Date, and Term of Agreement

Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above, and the Work shall be completed on or before **May 1, 2013**. If the Term of this Agreement is longer than one year, 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 material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be 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 **\$29,282.45**, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon percentage of work completed.

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

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

Blair Barnhardt 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. Best's rating of no less than A:VII.

(6) Verification of Coverage:

Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this 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 County *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. Key Personnel

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

P. 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.

Q. 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 The Barnhardt Group, LLC, in order for Consultant to complete the Work.

B. County's Representative

Geoffrey E. Morton, County Engineer, 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. 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 Geoffrey Morton for the County and Blair Barnhardt 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:

Geoffrey Morton, County Engineer
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

NOTICE TO THE CONSULTANT shall be sent to:

Blair Barnhardt, CEO
The Barnhardt Group, LLC
1017 Ector Drive, NW
Kennesaw, Georgia 30152

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]

THE BARNHARDT GROUP, LLC

[Signature]
By: CFO Joy Barnhardt
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

[Signature]
Witness
[Signature]
Notary Public

[NOTARY SEAL]

My Commission Expires:

7-23-2016



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 use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned 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 contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit 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:

JBAR1876
Federal Work Authorization User Identification
Number

Date of Authorization

N/A
Name of Contractor

Town Lake Pavement Eval
Name of Project

Cherokee County
Name of Public Employer

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

Executed on 14 Nov, 2012 in Kennesaw (city),

(state)

Joy Barnhardt
Signature of Authorized Officer or Agent

Joy Barnhardt
Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 14th DAY OF November, 2012.

Daniel M. Cranford
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
7-23-2016

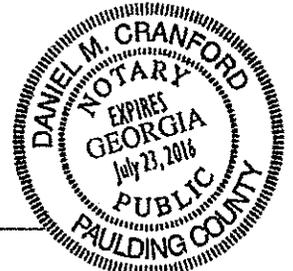


EXHIBIT "B"

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

SUBCONTRACTOR AFFIDAVIT

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

JBAR1876.
Federal Work Authorization User Identification
Number

Date of Authorization

MA
Name of Subcontractor

Towhee Pevy, Revenue Eval
Name of Project

Cherokee County
Name of Public Employer

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

Executed on 12 Nov, 2012 in Kennesaw (city),
GA (state)

[Signature]
Signature of Authorized Officer or Agent

Joy Barnhardt
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 14th DAY OF
November, 2012.

[Signature]
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

7-23-2016



EXHIBIT "C"
SAVE Affidavit

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

- 1) X 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.

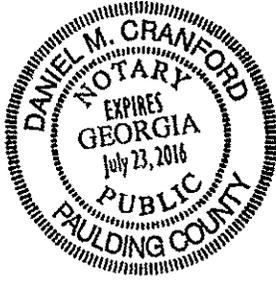
The secure and verifiable document provided with this affidavit can best be classified as:
US passport

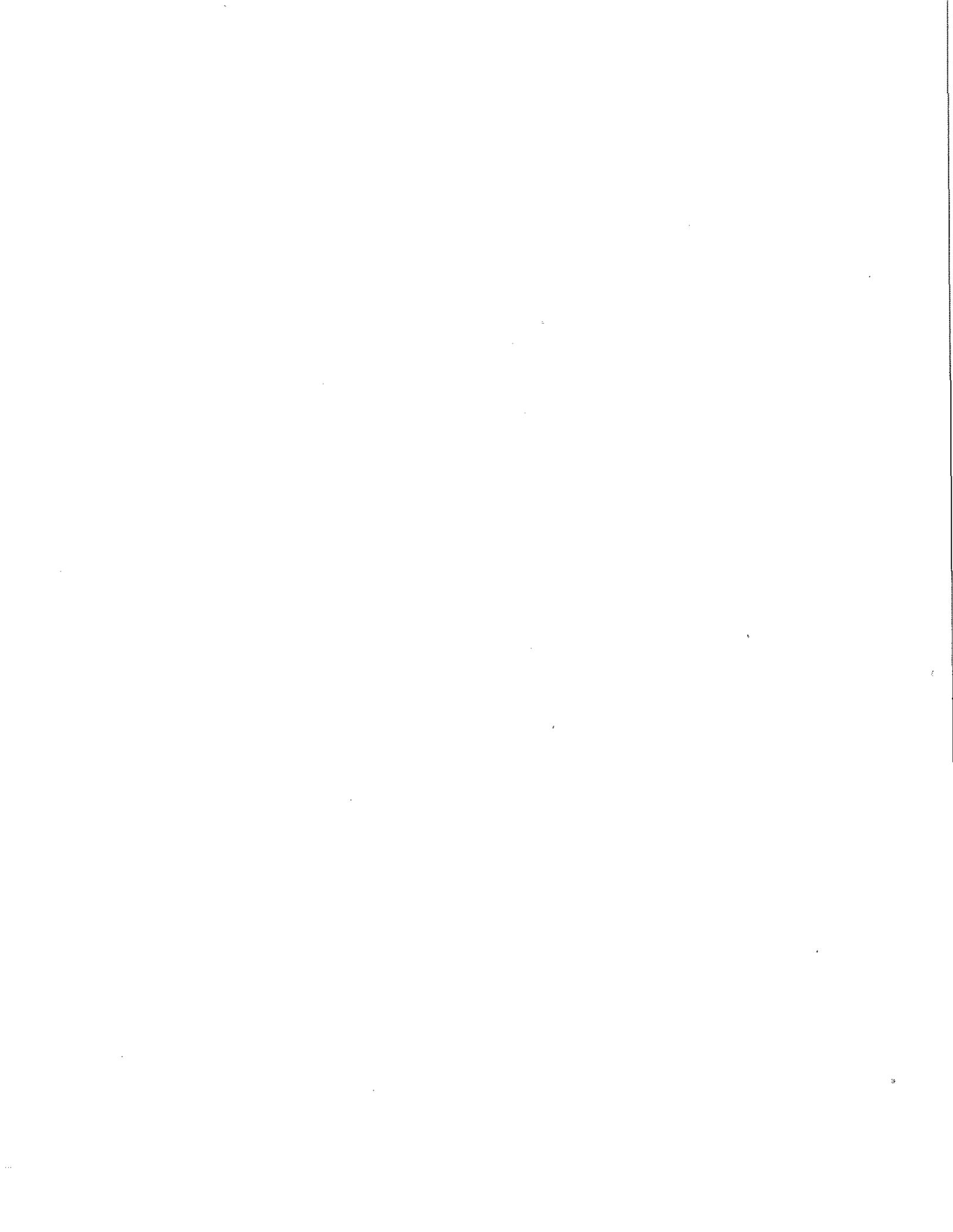
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

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

[Signature]
Signature of Applicant
Joy Barnhardt
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
14th DAY OF November, 2012
[Signature]
NOTARY PUBLIC
My Commission Expires:
7-23-2016





Cherokee County, Georgia Agenda Request

Agenda No.

2 . 4

SUBJECT: Guardrail Installation
Shoal Creek Road

MEETING DATE: November 20, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of a proposal from Martin-Robbins Fence Company, Inc., for the installation of guardrail along portions of Shoal Creek Road in the amount of \$39,850.00.

FACTS AND ISSUES:

The Roads and Bridges Department recently completed improvements to the shoulder areas along Shoal Creek Road. Guardrail will be installed along several sections of that roadway. The total length is 1,450 feet. Two quotations were received. (There are two installers of guard rail in the Atlanta area; quotes were received from both companies)

Recommendation is to award proposal to Martin-Robbins Fence Company since they already hold the annual contract for guardrail repairs with Cherokee County and have made a site visit to the project, and therefore their proposal includes less caveats for potential supplemental costs.

BUDGET:

| | | |
|-----------------------|--------------|---------------------------------------|
| Budgeted Amount: | \$ 50,000.00 | Account Name: Miscellaneous Guardrail |
| Amount Encumbered: | \$ 0.00 | Account #: 64002 |
| Amount Spent to Date: | \$ 0.00 | |
| Amount Requested: | \$ 39,850.00 | |
| Remaining Budget: | \$ 10,150.00 | |

ADMINISTRATIVE RECOMMENDATION:

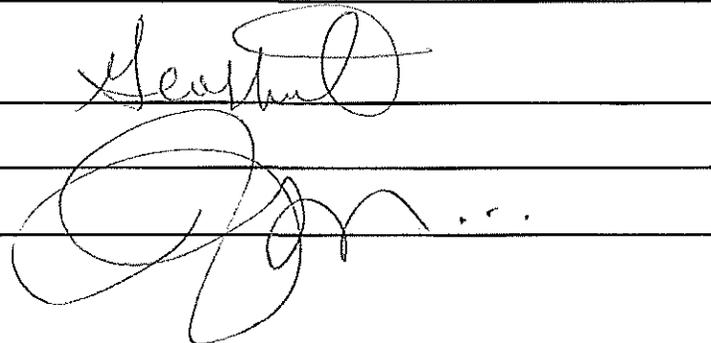
Approval of proposal from Martin-Robbins Fence Company, Inc., for the installation of guardrail along portions of Shoal Creek Road in the amount of \$39,850.00.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



QUOTATION

MARTIN-ROBBINS FENCE CO., INC
 2025 WESTSIDE COURT
 SNELLVILLE, GA 30078

DATE May 11, 2012

Ph: 770-972-8141
 Fax: 770-985-6838

To TOMMY GRAY 706-340-0250
CHEROKEE COUNTY
CANTON, GA

RE: GUARDRAIL & ANCHORS
SHOAL CREEK ROAD
5 LOCATIONS.
USED 2/2012 PRICES FOR YEARLY CONTRACT

Ph: 670-493-6077 678-493-6088

| ITEM | Unit | Quantity | Unit Price | Total |
|--|------|----------|------------|---------------------------|
| SITE # 1 ACROSS FROM 1276 & AT HONEYDEW DR | | | | \$ - |
| 212.6 LF OF W-BEAM 1 TYPE 1 & 1 STRAIGHT TYPE 12 | | | | \$ - |
| SITE # 2 ACROSS FROM 1230 SHOAL CREEK RD | | | | \$ - |
| 200 LF OF W-BEAM 1 TYPE 1 AND 1 STRAIGHT TYPE 12 | | | | \$ - |
| SITE # 3 ACROSS FROM 1110 SHOAL CREEK RD | | | | \$ - |
| 425 LF OF W-BEAM 1 TYPE 1 AND 1 STRAIGHT TYPE 12 | | | | \$ - |
| SITE # 4 IN LONG CURVE AT 710 SHOAL CREEK RD | | | | \$ - |
| 375 LF OF W-BEAM 1 TYPE 1 AND 1 STRAIGHT TYPE 12 | | | | \$ - |
| SITE # 5 ACROSS FROM WHISPERING HILLS SUBDIVISION | | | | \$ - |
| 237.5 LF OF W-BEAM 1 TYPE 1 & 1 STRAIGHT TYPE 12 | | | | \$ - |
| 160-1010 TRAFFIC CONTROL | DAY | 3.00 | \$400.00 | \$ 1,200.00 |
| 641-1200 GUARDRAIL TYPE W (OVER 150) | LF | 1450.00 | \$17.00 | \$ 24,650.00 |
| 641-5001 GUARDRAIL ANCHORAGE TYPE 1 | EA | 5.00 | \$800.00 | \$ 4,000.00 |
| 641-5012 GUARDRAIL ANCHORAGE TYPE 12 | EA | 5.00 | \$2,000.00 | \$ 10,000.00 |
| NOTES: PRICES DO NOT INCLUDE CONCRETE, ASPHALT, GRASSING, GRADING OR EARTHWORK, POSTS ARE TO BE DRIVEN. SOME SPOTS MAY HAVE BOULDERS IN CONFLICT WITH POSTS BASED ON SHOULDERS & GAS LINE, \$ MAY HAVE TO BE ADDED IF CONCRETE IS USED | | | | TAX |
| | | | | Shipping |
| | | | | TOTAL \$ 39,850.00 |

Estimate authorized by

| | |
|------------------------------|--------------------------------------|
| Name: <u>MICHAEL DENMARK</u> | Date: <u>May 11, 2012</u> |
| Title: <u>SALESMAN</u> | Signature: <u>Michael E. Denmark</u> |



QUOTATION

SHEETS CONSTRUCTION CO., INC.
P.O. BOX 518
MCDONOUGH, GA 30253
770-957-2843

Date: 11/05/2012
Project# Shoal Creek Road
County: Cherokee
Letting Date: 11/07/2012
COMPL. DATE:
JOB#

Mr. Geoffrey E. Morton, P.E.
Cherokee County Government
Engineering Department
Capital Program Management
1130 Bluffs Parkway
Canton, Ga. 30114

LOCATION:
Shoal Creek Road

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|------|-----|--|------------|-------------|
| 1450 | LF | Guardrail Type W | \$15.90 | \$23,055.00 |
| 6 | EA | Guardrail Anchor Type 1 | \$780.00 | \$3,900.00 |
| 6 | EA | Guardrail Anchor Type 12 (Non Flared) | \$2,855.00 | \$12,775.00 |

Guardrail is 27" height. Traffic control is included.
Guardrail prices do not include asphalt sealant around posts. Prices do not include dirt work, asphalt work, grassing, surveying or clearing. Price includes driving post into dirt - no concrete or hand digging. County is to provide a clean work zone allowing a minimum of 3' distance between guardrail posts and any underground utilities or obstructions. Sheets Construction Company is not responsible for damage to any sidewalk during guardrail installation. Price does not include silt fence or any erosion control. If rock or debris is encountered preventing installation, it will be the responsibility of the county to remove.

Please sign and return one copy before work can begin.

Prices are valid for 60 days.

SHEETS CONSTRUCTION CO., INC.

Company: _____

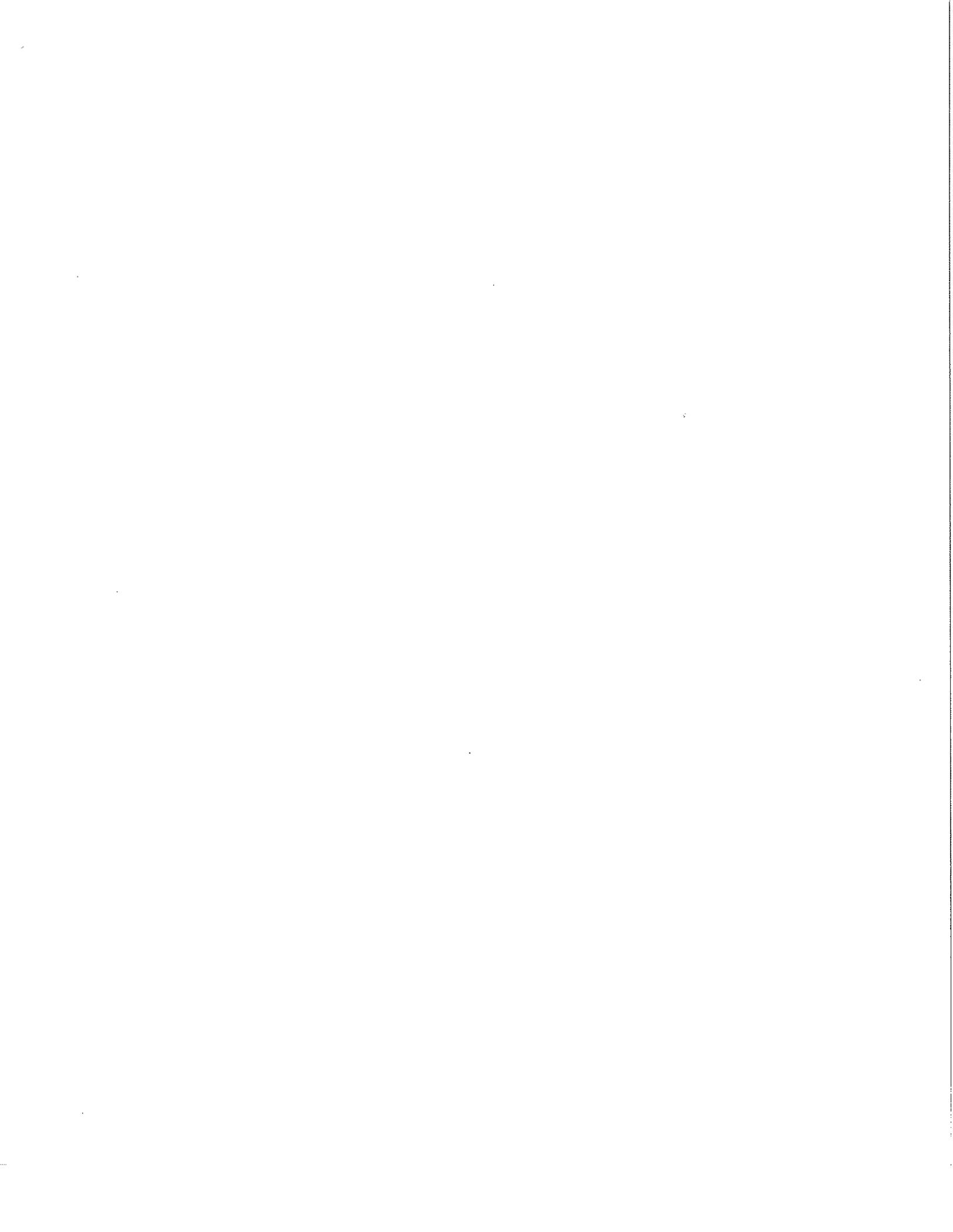
BY Rosie Sheets

Accepted By _____

Title President

Title: _____

39,730⁰⁰



Cherokee County, Georgia Agenda Request

Agenda No.

2.5

SUBJECT: Intergovernmental Agreement
With the City of Woodstock
Downtown Development Authority
For use of the CATS Trolley

MEETING DATE: November 20, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of approval of an Intergovernmental Agreement between Cherokee County and the City of Woodstock Downtown Development Authority for use of the CATS trolley for the month of December 2012.

FACTS AND ISSUES

The City of Woodstock Downtown Development Authority has approached Cherokee County and requested the use of the CATS trolley during the month of December.

The attached intergovernmental agreement specifies that the City of Woodstock will provide the following in exchange for the use of the trolley:

1. The DDA will be responsible for providing a driver for the trolley during the designated time period;
2. The DDA will be responsible for the pick-up and delivery of the trolley from the CATS facility on Univeter Road at the start of the designated time period and the end of the designated time period;
3. The DDA will provide insurance coverage for the trolley during the designated time period and include Cherokee County as an additional insured;
4. The DDA will be responsible for all gasoline/diesel fuel used by the trolley during the designated time period;
5. The DDA will be responsible for all maintenance and repairs to the trolley during the designated time period;
6. The DDA will be responsible for housing the trolley during the designated time period;
7. The time period covered by this agreement will begin at 12:00 PM, Friday, November 30, 2012 and conclude at 12:00 PM, Thursday, December 27, 2012.

The City of Woodstock Downtown Development Authority approved this agreement at its meeting of November 14, 2012.

BUDGET:

ADMINISTRATIVE RECOMMENDATION:

Approval of an Intergovernmental Agreement between Cherokee County and the City of Woodstock Downtown Development Authority for use of the CATS trolley for the month of December 2012.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____

The image shows three handwritten signatures in black ink, each written over a horizontal line. The first signature is for the Department Head, the second for the County Attorney, and the third for the County Manager. The signatures are cursive and somewhat stylized.

Geoff Morton

From: Billy Peppers <bpeppers@woodstockga.gov>
Sent: Tuesday, November 06, 2012 10:49 AM
To: Geoff Morton
Subject: Trolley

Good Morning, Geoff.

I wanted to see if we could get things lined up to use the Trolley specifically between Saturday, December 1st and Saturday, December 22nd in downtown Woodstock. We are happy to provide a driver, look into additional insurance coverage naming the County as an additional insured, maintaining and housing the vehicle during the time frame.

Billy Peppers, EDPF | Director
Economic Development Services
City of Woodstock

8632 Main Street, Suite 160
Woodstock, Georgia 30188
bpeppers@woodstockga.gov
Office: 770-592-6056

Keep up with Downtown Woodstock:
www.mainstreetwoodstock.org
www.woodstockga.gov

--

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

STATE OF GEORGIA
COUNTY OF CHEROKEE

INTERGOVERNMENTAL AGREEMENT
FOR CHEROKEE COUNTY
TO PROVIDE TROLLEY

THIS AGREEMENT entered into between the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF WOODSTOCK, a body corporate and politic and a political subdivision of the State of Georgia, hereinafter referred to as the "Authority," and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the "County."

WITNESSETH

WHEREAS, the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1(a), provides that:

... any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Authority has been created pursuant to the provisions of Article IX, Section VI, Paragraph III of the 1983 Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended (the "Act"), and an activating resolution of the Council of the City of Woodstock, duly adopted on November 26, 2002, and is now existing and operating as a public body corporate and politic; and

WHEREAS, the Authority finds as its purpose in the Act (O.C.G.A. § 36-42-2)

The revitalization and redevelopment of the central business district of the municipal corporation [Woodstock, Georgia] and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this state by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade and commerce within the municipal corporation of this state. Revitalization and redevelopment of the central business districts by financing projects under this chapter will develop and promote for the public good and general welfare trade commerce, industry and employment opportunities and will promote the general welfare of this state. It is, therefore, in the public interest and is vital to the public welfare of the people of this state, and is declared to be the public purpose of this chapter, so to revitalize and redevelop the central business districts of the municipal corporations of this state. No bonds, notes, or other obligations, except refunding bonds, shall be issued by an authority under this chapter unless its board of directors adopts a resolution finding that the project for which such bonds, notes, or other obligations to be issued promote the foregoing objectives; and

WHEREAS, the County and the Authority wish to enter into this agreement to provide for the use of an existing trolley bus; 2004 Villager 158 Trolley, VIN# 4UZAACBW54CM34287 (the "Trolley") owned by the County for the Authority to use to transport citizens, shoppers and guests in the City of Woodstock to the downtown area for the upcoming holiday season;

NOW THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the Authority and the County as follows:

1.

SERVICES

1. The Authority will be responsible for providing a properly licensed, certified and insured driver(s) for the Trolley during the designated time period;
2. The Authority will be responsible for the pick-up and delivery of the Trolley from and to the County CATS facility on Univeter Road at the start of the designated time period and at the end of the designated time period;
3. The Authority will provide insurance coverage acceptable to the County, as determined by the County in its sole discretion, for the Trolley during the designated time period and include Cherokee County as an additional insured during the designated time period;
4. The Authority will be responsible for all gasoline/diesel fuel used by the Trolley during the designated time period;
5. The Authority will be responsible for all maintenance and repairs to the Trolley during the designated time period or arising as a result of the Authority's use of the Trolley during the designated time period;
6. The Authority will be responsible for properly housing the Trolley so as to protect it from the elements during the designated time period;

2.

TERM

The time period covered by this agreement will begin at 12:00 PM, Friday, November 30, 2012 and conclude at 12:00 PM, Thursday, December 27, 2012.

3.

ASSIGNMENT OR TRANSFER

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

4.

GENERAL PROVISIONS OF THIS AGREEMENT

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Contract, which provisions shall remain in full force and effect.

This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

Failure to insist upon strict compliance with any of the terms herein (by way of waiver or breach) by either party hereto will not be deemed to be a continuous waiver in the event of any future breach of any condition hereunder.

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

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.

The Authority does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments, losses (including, but not limited to, damage to or destruction of the Trolley) or liabilities of any kind whatsoever arising out of the Authority's performance of, or failure to perform, its obligations under this agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and affixed their seals this ____ day of _____, 2012

CHEROKEE COUNTY

(SEAL)

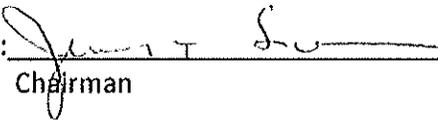
By: _____
Chairman

Attest:

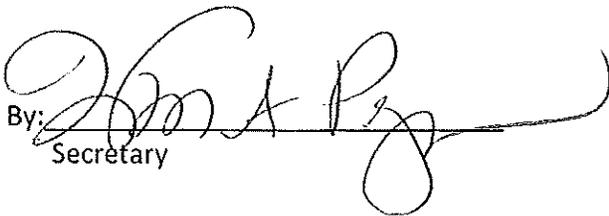
By: _____
County Clerk

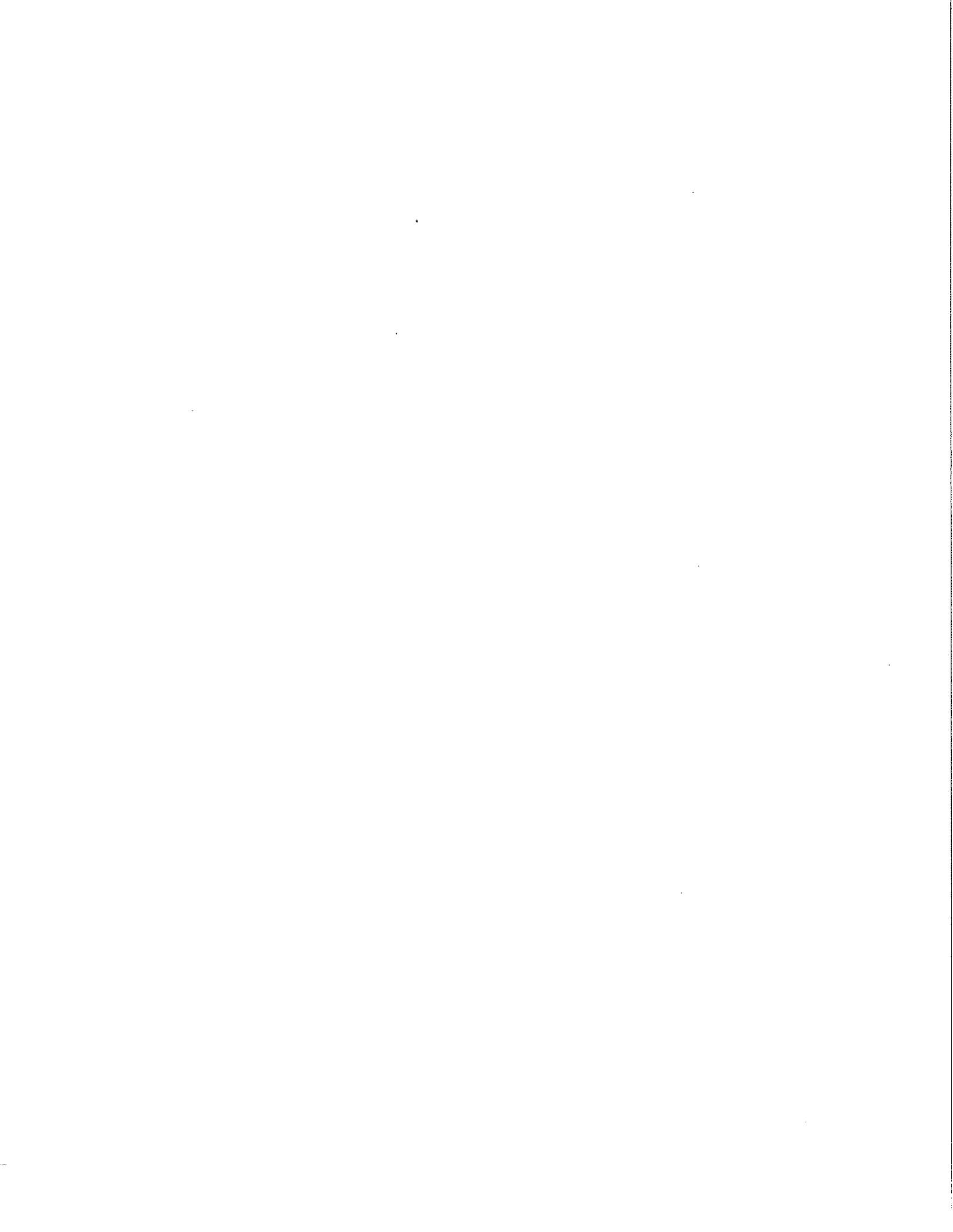
DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF WOODSTOCK

(SEAL)

By:  _____
Chairman

Attest:

By:  _____
Secretary



Cherokee County, Georgia Agenda Request

Agenda No.

2.6

SUBJECT: Contract Amendment with
State of Georgia Department of Human Services
For CATS Demand Response Service

MEETING DATE: November 20, 2012

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consider approval of contract amendment between Cherokee County and the Georgia Department of Human Services for increase in funding in the amount of \$47,690.36 to the CATS demand response service.

FACTS AND ISSUES:

The 2013 Georgia Department of Human Services (DHS) 5310 annual contract funding is being increased by \$47,690.36. This covers an anticipated increase in available funds to Cherokee County from DHS to address actual anticipated trips for current client population for the elderly and disabled. DHS funds supplement GDOT 5311 funds for transit. The funds are a combination of federal (\$37,868.86) and state (\$9,821.50) funds. The total annual DHS contract for 2013 is \$217,355.49.

BUDGET:

| | | |
|-----------------------|---------|---------------|
| Budgeted Amount: | \$ 0.00 | Account Name: |
| Amount Spent to Date: | \$ 0.00 | Account #: |
| Amount Encumbered: | \$ 0.00 | |
| Amount Requested: | \$ 0.00 | |
| Remaining Budget | \$ 0.00 | |

ADMINISTRATIVE RECOMMENDATION:

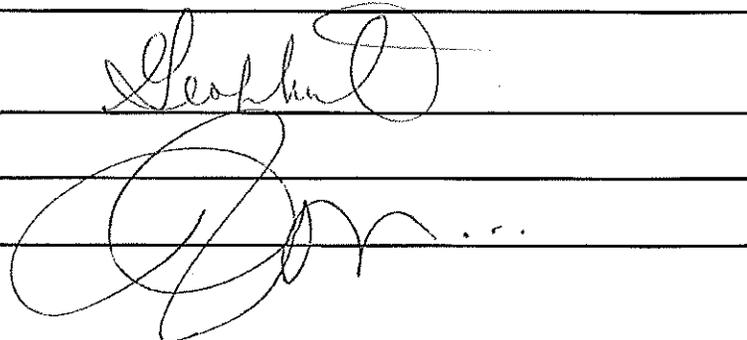
Approval of contract amendment between the Cherokee County and the Georgia Department of Human Services for increase in funding in the amount of \$47,690.36 to the CATS demand response service.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____





Nathan Deal, Governor

Clyde L. Reese III, Esq. Commissioner

Georgia Department of Human Services • Office of Facilities and Support Services

Transportation Services Section • P.O. Box 1973 • Rome, GA 30162-1973

Phone: (706) 802-5389 Fax: (706) 802-5392

Region One & 3B

November 7, 2012

Geoff Morton, P.E.
Public Works Agency Director
Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

Dear Geoff,

We discussed these details at our meeting last week, but I wanted to follow up with a written reminder to add the following to your next BOC agenda items for the Amendment One process:

The Cherokee County BOC contract with the Georgia Department of Human Services is currently undergoing an Amendment process. The amendment will include the following:

- DHS remaining 5310 allocation of \$ 37,868.86 will be added. (FTA only released partial funds at start of fiscal year).
- New funding for Briggs & Associates, in the amount of \$ 9,821.50 will be added to support the subcontract.
- A competitive bid will be let in order to meet the DHS contract requirements of 24/7 service and to address insufficient capacity of the CATS system when demand is high, or trip falls outside core service hours.
- Rate sheet changes to add coupon books for Canton route, new non-core rates, long distance rates and wait time rate for subcontractor. These rates could also apply to Cherokee Transit, if the Commissioners chose to provide the services on an on-call basis, after hours.

Please let me know if you have any questions, or if I can be of further assistance.

Thank you

Michele Nystrom

Michele Nystrom, Regional Coordinator

cc: Terry Hinton, CATS Director

STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT AMENDMENT

The Department of Human Services contract identified below is amended as indicated within this contract amendment. The effective date of this amendment is November 26, 2012. All other provisions of the contract remain unchanged.

DEPARTMENTAL ADMINISTRATIVE INFORMATION:

DHS CONTRACT #42700-362-0000013464

Amendment # 1

Fiscal Summary (Net \$ effect of this change):

X Expense; _____ Revenue

Total Obligation: \$47,690.36

Total De-obligation: \$ _____

Federal: \$37,868.86

State: \$ 9,821.50

Match: \$ 0.00

93,558 CFDA #

20,513 CFDA #

84,126 CFDA #

SECTION I:

PARA #101 CONTRACT BETWEEN:

(101) 05/01/12

This contract is made and entered into by and between the Department of Human Services, through its Office of Facilities and Support Services, (responsibilities and obligations pursuant to this contract will be performed by the Department's division/office identified above and by the sub-unit and individuals identified in Paragraph #103 of this contract), an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 49-2-1 and as otherwise identified in Section II of this contract (if applicable), and hereinafter referred to as the "Department" or "DHS";

AND

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

legally empowered to contract pursuant to the laws of Georgia, and hereinafter referred to as the "Contractor".

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A. Section 48-7-38.

Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

DHS Contract Paragraph #301, Section III

As Reads

SECTION III:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301F) 3/27/97*

The Department will pay the Contractor according to the Rate Schedule attached as Annex F after receipt of specified documentation and approval by the Department.

Total approved contract amount is \$169,665.13 comprised of federal, state, and local funds as indicated below:

- a. Social Services Block Grant (SSBG) funds from Division of Aging Services are \$0.00 which includes 12% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00 (federal funds).
- b. Social Services Block Grant (SSBG) funds from Division of Aging Services which do not require a local match to be provided by the Contractor are \$0.00. Total payments for services against these funds shall not exceed \$0.00 (federal funds).
- c. Title III fund of the Older Americans Act from Division of Aging Services are \$0.00 which includes 10% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00.
- d. State funds available from Division of Aging Services are \$0.00. Payments for services against these funds shall not exceed \$0.00.
- e. Multiple fund sources available for services not specifically designated for Division of Aging Services' clients are \$169,665.13. Payments for services against these funds shall not exceed \$169,665.13.

Total fund sources available for trips for all clients, including senior citizens, are \$169,665.13 (state and federal). Total payments for services against these funds shall not be exceeded.

Is Amended to Read

SECTION III:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301F) 3/27/97*

The Department will pay the Contractor according to the Rate Schedule attached as Annex F after receipt of specified documentation and approval by the Department.

Total approved contract amount is \$217,355.49 comprised of federal, state, and local funds as indicated below:

- a. Social Services Block Grant (SSBG) funds from Division of Aging Services are \$0.00 which includes 12% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00 (federal funds).
- b. Social Services Block Grant (SSBG) funds from Division of Aging Services which do not require a local match to be provided by the Contractor are \$0.00. Total payments for services against these funds shall not exceed \$0.00 (federal funds).
- c. Title III fund of the Older Americans Act from Division of Aging Services are \$0.00 which includes 10% local match to be provided by the Contractor. Total payments for services against these funds shall not exceed \$0.00.
- d. State funds available from Division of Aging Services are \$0.00. Payments for services against these funds shall not exceed \$0.00.
- e. Multiple fund sources available for services not specifically designated for Division of Aging Services' clients are \$217,355.49. Payments for services against these funds shall not exceed \$217,355.49.

Total fund sources available for trips for all clients, including senior citizens, are \$217,355.49 (state and federal). Total payments for services against these funds shall not be exceeded.

DHS Contract Annex F is DELETED and REPLACED by the attached Annex F.

SIGNATURES TO CONTRACT AMENDMENT #1 BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

CHEROKEE COUNTY BOARD OF COMMISSIONERS

CONTRACTS WITH COUNTIES

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures the day and year first written above.

I, the undersigned Commissioner of _____ County, certify that this contract is entered in Book No. _____, Page No. _____, of the official minutes of the Commission of _____ County.

CONTRACTOR EXECUTION:

DEPARTMENTAL EXECUTION:

Signature

Department of Human Services

***Date signed by Contractor

Clyde L. Reese, III, Esq.
Commissioner

*Typed name of Individual signing
Chairman, Commission of

County

Date signed by the Department

DATE: _____

Division/Office Director

Attestor's signature

James L. Bricker, Director
Office of Facilities and Support Services

Attestor's typed name

**Title of Attestor

Date signed by Department

*Must be Chairman or sole Commissioner.

**Must be Clerk of Commission.

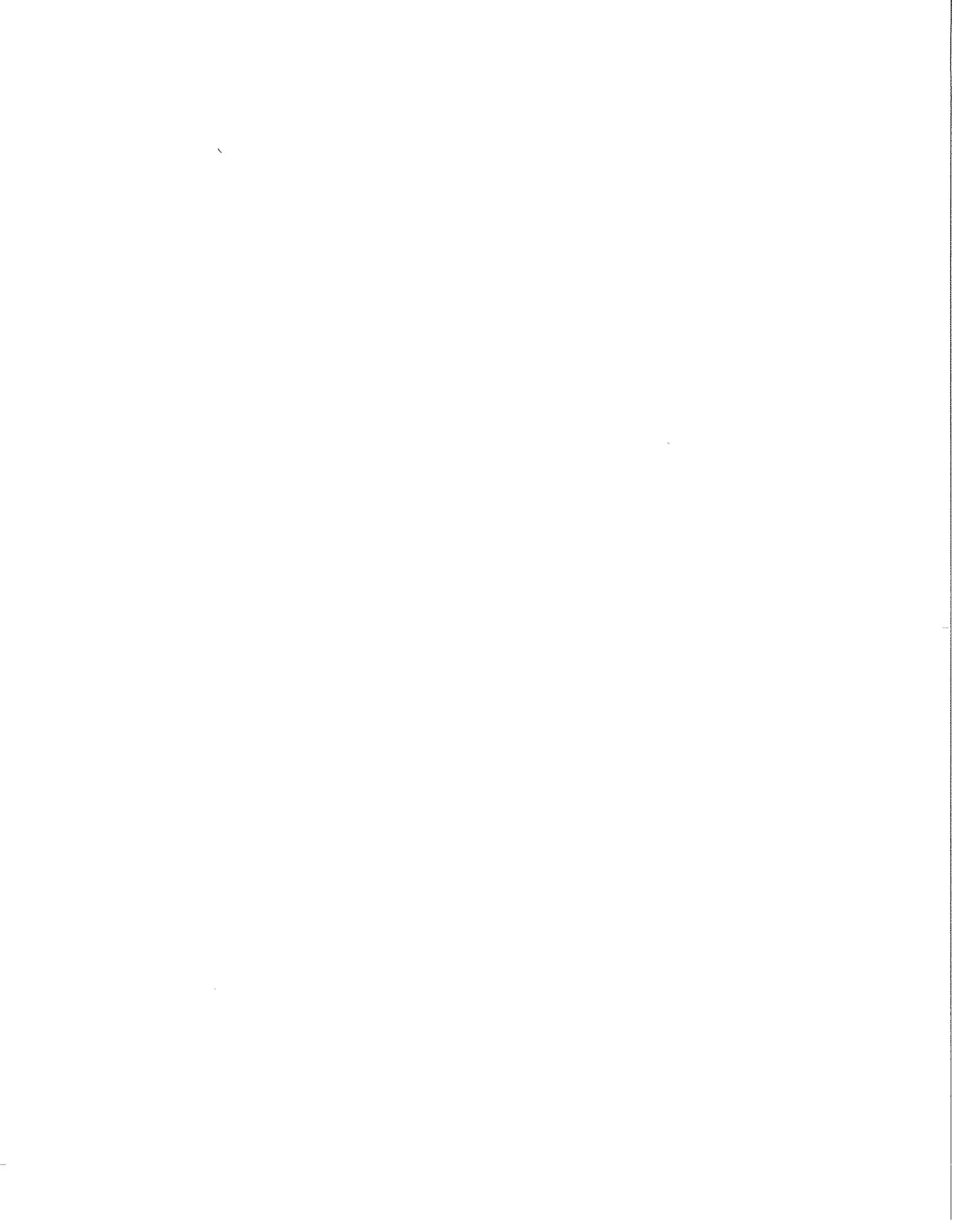
ANNEX F

Cherokee County Board of Commissioners
 FY 2013 COST PROPOSAL
 Amendment One Rate Additions
 Effective Dates: 1 July 2012 to 30 June 2013

| Type | DEFINITION | RATE |
|---|--|---|
| CORE TRIP CATS | Any one-way trip that occurs between 6 AM and 6 PM. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response. | Aging: \$ 4.50 DFCS & VR: \$ 11.50 BH/DD: \$ 5.50 DOJ: \$ 12.00 per trip 10-ride pass: \$12.50 10 ride pass 62 & older: \$ 8.00 |
| NON-CORE TRIP | Any one-way trip that occurs between 6 PM. and 6 AM, or on weekends. Trips are inclusive of ambulatory, wheelchair, fixed route, one-way passenger, one-way division trips, scheduled, and demand response. This will include all non-core hour trips, holidays, and weekends. | 0-29 miles - \$ 25.00 |
| *LONG DISTANCE TRIP (30 - 75 MILES) | An hourly rate for the transport time of a long distance trip. A long distance trip is defined as any trip over 30 miles one-way and no more than 75 miles (will only include mileage for the passenger being counted as long distance). | 30-49 miles - \$ 35 50-75 miles - \$ 45 |
| LONG DISTANCE TRIP (> 75 MILES) | Long distance trip is defined as any trip over 75 miles (will only include mileage for the passenger being counted as long distance). | |
| FIELD TRIP HOURLY | Any field trip with more than 3 passengers originating at a designated location, transported to a designated location, and arriving back at the same location. To charge an hourly rate, the trip must be less than 8 hours. These trips are not charged per passenger. | |
| WAIT RATE FOR FIELD TRIPS AND LONG DISTANCE TRIPS | An hourly rate for the time a driver must wait for a consumer that cannot be dropped off and picked up at a later time. | \$20.00 hour |
| WHEELCHAIR TRIP | Any one-way trip that is ordered by a HSP that requires the use of a vehicle lift. The consumer may have temporary or permanent physical limitations (or disabilities) that prohibit or make it difficult for the consumer to climb the vehicle steps. For instance, the consumer may require the use of a mobility aid, such as a wheelchair, walker, cane, or the consumer may experience a problem which makes it difficult to climb the vehicle's steps. | |

* Some RTOs may define this trip type as any trip over 25 miles.

** Some RTOs may opt not to have this trip type as a separate rate, including this rate and type in the core and non-core rate.



Cherokee County, Georgia Agenda Request

Agenda No.

2.7

SUBJECT: Cherokee County (CATS) Vanpool Program MEETING DATE: November 20, 2012
Contract with New Service Provider
Enterprise Holdings - RideShare

SUBMITTED BY: Geoffrey E. Morton

COMMISSION ACTION REQUESTED:

Consideration of a contract with Enterprise Holdings for the Operation, Management and Marketing of the Cherokee County (CATS) Vanpool Program.

FACTS AND ISSUES:

A request for proposals for the Operation, Management and Marketing of the Cherokee County (CATS) Vanpool Program was issued on August 31, 2012. Two firms responded to the RFP, the current provider – VPSI/V-Ride and Enterprise Holdings/RideShare.

There are currently 11 active vanpools in the County. VPSI has provided van pool services in Cherokee County since its inception in 2004. The current VPSI contract has expired.

Both firms, Enterprise Holdings/RideShare and VPSI/V-Ride, have experience in providing van pool service in the Atlanta metro area.

However, the proposal with Enterprise Holdings/RideShare will not only save the County approximately \$1,750 annually compared with the current VPSI/V-Ride contract, but will also save each van pool group approximately \$158 annually.

BUDGET:

| | | |
|-----------------------|--------------|-------------------------------------|
| Budgeted Amount: | \$133,791.00 | Account Name: Professional Services |
| Amount Spent to Date: | \$ 0.00 | Account #: 240-5540-521200 |
| Amount of Request: | \$ 0.00 | |
| Remaining Budget: | \$ 0.00 | |

FTA reimburses for 80% of cost thru Federal Operating Grant – G266 FY2013 Budgeted Inflow \$124,713

ADMINISTRATIVE RECOMMENDATION:

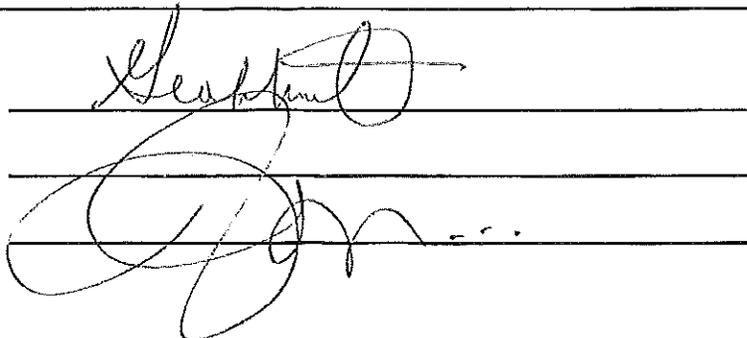
Approval of a contract with Enterprise Holdings for the Operation, Management and Marketing of the Cherokee County (CATS) Vanpool Program.

REVIEWED BY:

DEPARTMENT HEAD: _____

COUNTY ATTORNEY: _____

COUNTY MANAGER: _____



September 28, 2012

Management, Operation and Marketing of the CATS Vanpool Program

| Existing Vanpool # | Type | Monthly Miles | Fuel Est. | Ride Share Cost | Total Cost | CATS Subsidy | Cost to Consumer | VPSI 2013 Cost | Total Cost | CATS Subsidy | Cost to Consumer | Current Costs | | | |
|-----------------------------------|-------------|---------------|-----------|-----------------|------------|--------------------|------------------|----------------|------------|--------------|-------------------|---------------|-------------------|--------------|------------------|
| | | | | | | | | | | | | VPSI Current | Total Cost | CATS Subsidy | Cost to Consumer |
| 28744 | 15 pass | 1500 | \$400.00 | \$1,050.00 | \$1,450.00 | \$725.00 | \$725.00 | \$1,290.00 | \$1,690.00 | \$845.00 | \$845.00 | \$1,255.00 | \$1,655.00 | \$827.50 | \$827.50 |
| 29006 | 15 pass | 2000 | \$550.00 | \$1,150.00 | \$1,700.00 | \$850.00 | \$850.00 | \$1,380.00 | \$1,930.00 | \$965.00 | \$965.00 | \$1,325.00 | \$1,875.00 | \$937.50 | \$937.50 |
| 29205 | 15 pass | 2000 | \$450.00 | \$1,150.00 | \$1,600.00 | \$800.00 | \$800.00 | \$1,380.00 | \$1,830.00 | \$915.00 | \$915.00 | \$1,310.00 | \$1,760.00 | \$880.00 | \$880.00 |
| 29849 | 15 pass | 1500 | \$250.00 | \$1,050.00 | \$1,300.00 | \$650.00 | \$650.00 | \$1,290.00 | \$1,540.00 | \$770.00 | \$770.00 | \$1,220.00 | \$1,470.00 | \$735.00 | \$735.00 |
| 29881 | 15 pass | 1500 | \$365.00 | \$1,050.00 | \$1,415.00 | \$707.50 | \$707.50 | \$1,290.00 | \$1,655.00 | \$827.50 | \$827.50 | \$1,220.00 | \$1,585.00 | \$792.50 | \$792.50 |
| 29885 | 15 pass | 1750 | \$450.00 | \$1,100.00 | \$1,550.00 | \$775.00 | \$775.00 | \$1,320.00 | \$1,770.00 | \$885.00 | \$885.00 | \$1,260.00 | \$1,710.00 | \$855.00 | \$855.00 |
| 30341 | 15 pass | 1750 | \$500.00 | \$1,100.00 | \$1,600.00 | \$800.00 | \$800.00 | \$1,320.00 | \$1,820.00 | \$910.00 | \$910.00 | \$1,170.00 | \$1,670.00 | \$835.00 | \$835.00 |
| 30823 | 15 pass | 1250 | \$290.00 | \$1,050.00 | \$1,340.00 | \$670.00 | \$670.00 | \$1,290.00 | \$1,580.00 | \$790.00 | \$790.00 | \$1,075.00 | \$1,365.00 | \$682.50 | \$682.50 |
| 30824 | 15 pass | 2500 | \$770.00 | \$1,130.00 | \$1,900.00 | \$950.00 | \$950.00 | \$1,530.00 | \$2,300.00 | \$1,150.00 | \$1,150.00 | \$1,230.00 | \$2,000.00 | \$1,000.00 | \$1,000.00 |
| 32918 | 9 pass conv | 1750 | \$350.00 | \$1,200.00 | \$1,550.00 | \$775.00 | \$775.00 | \$1,355.00 | \$1,705.00 | \$852.50 | \$852.50 | \$1,315.00 | \$1,665.00 | \$832.50 | \$832.50 |
| 34281 | 9 pass conv | 1250 | \$325.00 | \$1,200.00 | \$1,525.00 | \$762.50 | \$762.50 | \$1,325.00 | \$1,650.00 | \$825.00 | \$825.00 | \$1,290.00 | \$1,615.00 | \$807.50 | \$807.50 |
| Monthly Total Cost: | | | | | | \$8,465.00 | | | | | \$9,735.00 | | \$9,185.00 | | |
| Monthly FTA Reimbursement: | | | | | | \$6,772.00 | | | | | \$7,788.00 | | \$7,348.00 | | |
| Monthly Cost to County: | | | | | | \$1,693.00 | | | | | \$1,947.00 | | \$1,837.00 | | |
| Monthly Cost Difference: | | | | | | -\$144.00 | | | | | \$110.00 | | \$0.00 | | |
| Annual Cost Difference: | | | | | | -\$1,728.00 | | | | | \$1,320.00 | | \$0.00 | | |

September 28, 2012
 Management, Operation and Marketing of the CATS Vanpool Program

| Existing Vanpool # | Type | Monthly Miles | Fuel Est. | Ride Share Cost | Total Cost | CATS Subsidy | Cost to Consumer | VPSI 2013 Cost | Total Cost | CATS Subsidy | Cost to Consumer | VPSI 2014 Cost | Total Cost | CATS Subsidy | Cost to Consumer | VPSI 2015 Cost | Total Cost | CATS Subsidy | Cost to Consumer | Current Costs | | | |
|-----------------------------------|-------------|---------------|-----------|-----------------|------------|--------------------|------------------|----------------|------------|-------------------|------------------|----------------|------------|-------------------|------------------|----------------|------------|--------------------|------------------|---------------|-------------------|--------------|------------------|
| | | | | | | | | | | | | | | | | | | | | VPSI Current | Total Cost | CATS Subsidy | Cost to Consumer |
| 28744 | 15 pass | 1500 | \$400.00 | \$1,050.00 | \$1,450.00 | \$725.00 | \$725.00 | \$1,290.00 | \$1,690.00 | \$845.00 | \$845.00 | \$1,316.00 | \$1,716.00 | \$858.00 | \$858.00 | \$1,342.00 | \$1,742.00 | \$871.00 | \$871.00 | \$1,255.00 | \$1,655.00 | \$827.50 | \$827.50 |
| 29006 | 15 pass | 2000 | \$550.00 | \$1,150.00 | \$1,700.00 | \$850.00 | \$850.00 | \$1,380.00 | \$1,930.00 | \$965.00 | \$965.00 | \$1,408.00 | \$1,958.00 | \$979.00 | \$979.00 | \$1,436.00 | \$1,986.00 | \$993.00 | \$993.00 | \$1,325.00 | \$1,875.00 | \$937.50 | \$937.50 |
| 29205 | 15 pass | 2000 | \$450.00 | \$1,150.00 | \$1,600.00 | \$800.00 | \$800.00 | \$1,380.00 | \$1,830.00 | \$915.00 | \$915.00 | \$1,408.00 | \$1,858.00 | \$929.00 | \$929.00 | \$1,436.00 | \$1,886.00 | \$943.00 | \$943.00 | \$1,310.00 | \$1,760.00 | \$880.00 | \$880.00 |
| 29849 | 15 pass | 1500 | \$250.00 | \$1,050.00 | \$1,300.00 | \$650.00 | \$650.00 | \$1,290.00 | \$1,540.00 | \$770.00 | \$770.00 | \$1,316.00 | \$1,566.00 | \$783.00 | \$783.00 | \$1,342.00 | \$1,592.00 | \$796.00 | \$796.00 | \$1,220.00 | \$1,470.00 | \$735.00 | \$735.00 |
| 29881 | 15 pass | 1500 | \$365.00 | \$1,050.00 | \$1,415.00 | \$707.50 | \$707.50 | \$1,290.00 | \$1,655.00 | \$827.50 | \$827.50 | \$1,316.00 | \$1,681.00 | \$840.50 | \$840.50 | \$1,342.00 | \$1,707.00 | \$853.50 | \$853.50 | \$1,220.00 | \$1,585.00 | \$792.50 | \$792.50 |
| 29885 | 15 pass | 1750 | \$450.00 | \$1,100.00 | \$1,550.00 | \$775.00 | \$775.00 | \$1,320.00 | \$1,770.00 | \$885.00 | \$885.00 | \$1,346.00 | \$1,796.00 | \$898.00 | \$898.00 | \$1,373.00 | \$1,823.00 | \$911.50 | \$911.50 | \$1,260.00 | \$1,710.00 | \$855.00 | \$855.00 |
| 30341 | 15 pass | 1750 | \$500.00 | \$1,100.00 | \$1,600.00 | \$800.00 | \$800.00 | \$1,320.00 | \$1,820.00 | \$910.00 | \$910.00 | \$1,346.00 | \$1,846.00 | \$923.00 | \$923.00 | \$1,373.00 | \$1,873.00 | \$936.50 | \$936.50 | \$1,170.00 | \$1,670.00 | \$835.00 | \$835.00 |
| 30823 | 15 pass | 1250 | \$290.00 | \$1,050.00 | \$1,340.00 | \$670.00 | \$670.00 | \$1,290.00 | \$1,580.00 | \$790.00 | \$790.00 | \$1,316.00 | \$1,606.00 | \$803.00 | \$803.00 | \$1,342.00 | \$1,632.00 | \$816.00 | \$816.00 | \$1,075.00 | \$1,365.00 | \$682.50 | \$682.50 |
| 30824 | 15 pass | 2500 | \$770.00 | \$1,130.00 | \$1,900.00 | \$950.00 | \$950.00 | \$1,530.00 | \$2,300.00 | \$1,150.00 | \$1,150.00 | \$1,561.00 | \$2,331.00 | \$1,165.50 | \$1,165.50 | \$1,592.00 | \$2,362.00 | \$1,181.00 | \$1,181.00 | \$1,230.00 | \$2,000.00 | \$1,000.00 | \$1,000.00 |
| 32918 | 9 pass conv | 1750 | \$350.00 | \$1,200.00 | \$1,550.00 | \$775.00 | \$775.00 | \$1,355.00 | \$1,705.00 | \$852.50 | \$852.50 | \$1,382.00 | \$1,732.00 | \$866.00 | \$866.00 | \$1,410.00 | \$1,760.00 | \$880.00 | \$880.00 | \$1,315.00 | \$1,665.00 | \$832.50 | \$832.50 |
| 34281 | 9 pass conv | 1250 | \$325.00 | \$1,200.00 | \$1,525.00 | \$762.50 | \$762.50 | \$1,325.00 | \$1,650.00 | \$825.00 | \$825.00 | \$1,352.00 | \$1,677.00 | \$838.50 | \$838.50 | \$1,379.00 | \$1,704.00 | \$852.00 | \$852.00 | \$1,290.00 | \$1,615.00 | \$807.50 | \$807.50 |
| Monthly Total Cost: | | | | | | \$8,465.00 | | | | \$9,735.00 | | | | \$9,883.50 | | | | \$10,033.50 | | | \$9,185.00 | | |
| Monthly FTA Reimbursement: | | | | | | \$6,772.00 | | | | \$7,788.00 | | | | \$7,906.80 | | | | \$8,026.80 | | | \$7,348.00 | | |
| Monthly Cost to County: | | | | | | \$1,693.00 | | | | \$1,947.00 | | | | \$1,976.70 | | | | \$2,006.70 | | | \$1,837.00 | | |
| Monthly Cost Difference: | | | | | | -\$144.00 | | | | \$110.00 | | | | \$139.70 | | | | \$169.70 | | | \$0.00 | | |
| Annual Cost Difference: | | | | | | -\$1,728.00 | | | | \$1,320.00 | | | | \$1,676.40 | | | | \$2,036.40 | | | \$0.00 | | |



Cherokee County
Board of Commissioners

1130 Bluffs Parkway
Canton, Georgia 30114

Agreement
For
Cherokee Area Transportation System (CATS)
Vanpool Program

Award Date: November 20, 2012

Contractor: Enterprise Holdings
5909 Peachtree Dunwoody Road
Suite 500
Atlanta, Georgia 30328

AGREEMENT

This Agreement (the "Agreement") is made and entered into this ___ day of _____, 2012, 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 (hereinafter referred to as the "County"), and ENTERPRISE HOLDINGS, a Missouri corporation (hereinafter referred to as the "Contractor"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, County desires to provide the citizens and commuters of Cherokee County with transportation choices, reduce traffic congestion, and improve air quality; and

WHEREAS, County intends to provide for the participation of private transportation companies in this program to the maximum extent feasible; and

WHEREAS, Contractor is a private firm specializing in the operation, management, administration, maintenance, marketing and delivery of commuter vanpool services, and Contractor is willing and able to provide the services described in this Agreement; and

WHEREAS, County and Contractor desire to cooperate in the management, operation and marketing of the Cherokee County vanpool program;

NOW THEREFORE, the County and Contractor, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

Section 1. Contract Documents

The following documents are incorporated herein by reference and constitute the Contract Documents:

- A. This Agreement;
- B. Request for Proposals, dated August 31, 2012, attached hereto as Exhibit "A";
- C. Proposal, dated September 28, 2012, attached hereto as Exhibit "B";
- D. Alien Employment Affidavits attached hereto as Exhibits "C" and "D" and SAVE Affidavit attached hereto as Exhibit "E";

Section 2. Project Description

This project will successfully operate and market a commuter vanpool program in Cherokee County which will reduce the number of single occupant vehicles on the highway during rush hour and provide an alternative means of commuting to and from work. The program will provide for trips that have either an origin or a destination within the Cherokee Area Transportation System's (CATS) jurisdictional boundaries of Cherokee County, Georgia.

Section 3. The Work

The Work is specified and indicated in the Request for Proposals and Agreement (the "Work"). The Work previously described includes all material, labor, insurance, tools, equipment, and any other miscellaneous items necessary to complete the Work as described. Contractor shall complete the Work in strict accordance with the Contract Documents.

Section 4. Contract Time

The term of this contract shall be for a period of one year from date of Notice to Proceed. County has the option to renew this Contract for two (2) additional one-year periods from its expiration date. In the event that the County does not intend to renew the contract, written notice shall be provided by the County to the Contractor at least thirty (30) calendar days prior to the contract expiration date.

Section 5. Contractor's Compensation; Method of Payment

The amount to be paid under this Agreement is an all-inclusive rate structure as follows:

| <u>Monthly Mileage</u> | <u>7-Pass Minivan</u> | <u>12-Pass Bench</u> | <u>15-Pass Bench</u> | <u>9/10-Pass Conversion</u> |
|------------------------|-----------------------|----------------------|----------------------|-----------------------------|
| 1,000 | \$925 | \$1,000 | \$1,000 | \$1,200 |
| 1,500 | \$950 | \$1,050 | \$1,050 | \$1,200 |
| 1,750 | \$975 | \$1,100 | \$1,100 | \$1,200 |
| 2,000 | \$975 | \$1,100 | \$1,100 | \$1,200 |
| 2,250 | \$1,005 | \$1,130 | \$1,130 | \$1,230 |
| 2,500 | \$1,005 | \$1,130 | \$1,130 | \$1,230 |
| 2,750 | \$1,105 | \$1,180 | \$1,180 | \$1,230 |
| 3,000 | \$1,105 | \$1,180 | \$1,180 | \$1,230 |

Contractor will submit to County on a monthly basis by the fifteenth (15th) of each month an invoice for services due in the subsequent month, and will request payment for such billings within thirty (30) days of the date of invoice. County agrees to process and pay billings promptly. These billings will consist primarily of the eligible Capital Cost of Contracting financial support figure for each qualified Cherokee County Vanpool in service and will be charged to the County at the rate of 50% of the invoice to the responsible party for that van. This constitutes the rate approved without further justification under Capital Cost of Contracting per Federal guidelines. Contractor will bill the balance of the monthly vanpool costs to each vanpool group or employer sponsor.

Section 6. 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 Contractor 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 Contractor 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 Contractor.
- 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. 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 \$10,000.00, must be approved by resolution of the Cherokee County Board of Commissioners.

Section 7. Covenants of Contractor.

A. Compliance with Law

Contractor will comply with all applicable Federal, state and local laws and regulations (including permits and licenses) necessary to operate vanpool services as described herein. All vehicles will be maintained and operated in compliance with all applicable Federal, state and local rules, regulations and codes governing the operation of vehicles used for commuter vanpooling. Without limiting the generality of the foregoing, Contractor will obtain and maintain at its cost, all permits and licenses necessary to operate such vehicles and other equipment under such applicable laws and regulations. Contractor will be appropriately licensed and authorized to perform the services required in this Agreement, including, but not limited to, all necessary Georgia motor vehicle licenses and certificates. The cost of any required license or permits will be the responsibility of the Contractor. Contractor will pay for all Federal, state and local taxes imposed on Contractor due to ownership or leasing any vehicle, equipment or inventory or operation of the vanpool service.

B. Contractor's Representative

Heather S. Pastrick shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

C. Assignment of Agreement

The Contractor 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 Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

D. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor 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. Contractor 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 Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence or willful misconduct 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 Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor 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 Contractor 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 termination of this Agreement.

E. Independent Contractor

Contractor 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 Contractor 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 contractors, 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 Contractor 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 Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

As the County and the Contractor are independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed in writing signed by both parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements that the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

F. Insurance

(1) Requirements: The Contractor 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 Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney as 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: Contractor shall maintain limits no less than:

(a) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily and personal injury, sickness,

disease or death, injury to or destruction of property, including loss of use resulting therefrom.

- (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$3,000,000 combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and employers Liability limits of \$1,000,000 per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
- (a) General Liability and Automobile Liability Coverage.
 - (i) The County and County Parties are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees, agents or volunteers.
 - (ii) The Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor for the County.
- (c) All Coverages:
- (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:VII.
- (6) Verification of Coverage: Contractor 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 Contractor'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 review at VPSI's local office complete, certified copies of all required insurance policies, at any time. The Contractor 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: Contractor 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: Contractor 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: The County shall be named as an additional insured on all policies required by this Agreement.

G. Employment of Unauthorized Aliens Prohibited

(1) E-Verify Requirements

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor'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 Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided as Exhibit "C", and submitted such affidavit to the County. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor 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 "C", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Contractor agrees to provide completed copies of Exhibit "C" 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 Contractor's and Contractor's subcontractors' verification process at a reasonable time to determine that the verification was correct and complete. The Contractor and Contractor'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 Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor 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. Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit attached hereto as Exhibit "C".

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

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

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

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 Contractor's legal status in the Country *each* time that Contractor obtains a public benefit, including any contract, from the County. Contractor 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 "E", and submitted such affidavit to the County in person, electronically, or by mail. Further, Contractor verifies that

it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Contractor's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Contractor 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).

H. Records, Reports and Audits

Contractor agrees that County, the United States Department of Transportation, or any duly authorized representatives shall, for the purposes of audit and examination, be permitted to inspect all work materials, payrolls and other data, records and accounts with respect to this program. Contractor agrees to maintain required records for at least three (3) years after County makes final payment and other pending matters are closed.

(1) Records:

(a) Records shall be established and maintained by the Contractor 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 with reasonable notice, the Contractor shall furnish to the County, in a reasonable time and manner, 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: Upon reasonable notice and in a reasonable time and manner, during normal business hours and as often as the County and Contractor 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 Contractor 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.

I. Conflicts of Interest

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

J. Confidentiality

Contractor 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 Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor 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 Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

K. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor 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 Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

The Contractor shall obtain and maintain, at the Contractor's expense, all permits, licenses, or approvals that may be necessary for the performance of the Work. The Contractor shall furnish copies of all such permits, licenses, or approvals to County's representative, as provided in Section 8(B), within ten (10) days after issuance.

L. Key Personnel

Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

M. Authority to Contract

The Contractor 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 Contractor to the terms of this Agreement, if applicable.

Section 8. Covenants of the County

A. Right of Entry

The County shall provide for right of entry for Contractor and all necessary equipment to the premises where the Work is to be performed in order for Contractor to complete the Work.

B. County's Representative

Terry Hinton, or his designee, shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative.

C. County Obligations Relative to Scope of Work

County agrees that the marketing and outreach efforts will be a cooperative effort requiring the County's active participation, including staff time. These activities will include:

- a. Refining and promoting the distinctive Cherokee Area Transportation System ("CATS") identity for the vanpool program.
- b. Providing ongoing public information, in conjunction with the Contractor, in order to develop interest in and applications for the vanpool service; to facilitate the formation of new ridership groups; and to maintain ridership on existing vans.
- c. Working with the Contractor to find suitable park-and-ride lots at locations within the County and making these lots available as a staging area for vanpool riders.
- d. With the help of the Contractor, developing and implementing an ongoing public education and information program designed to acquaint citizens with the personal and community benefits of vanpooling as a way of commuting, to include public relations events, descriptive literature, road signs, park-and-ride lots, etc.
- e. With the help of the Contractor, designing and placing vanpool roadside information signs featuring customer call-in numbers, to include coordination

and installation of signage at such high-traffic highway locations and intersections as both parties deem appropriate to promote both the vanpool program and/or any related park-and-ride facilities that may be designated and/or created.

- f. Creating a CATS vanpool information center to receive and address customer calls, with technical and website design assistance and back-up service from the Contractor.
- g. Providing staff support to Contractor to approach community leaders in selected cities and large subdivisions to facilitate efforts to reach Cherokee County citizens and employers.
- h. It is mutually understood that the cost of creating, applying, and if necessary removing any vehicle signage will be the responsibility of the County, as will any expenses associated with creating and printing of literature including (but not limited to) informational brochures, posters, fliers and similar materials.
- i. It is similarly understood that the cost associated with any paid advertising and/or mass mailings that may be contemplated from time to time would also be the responsibility of the County.

Section 9. Termination for Convenience by Either Party

Should any disagreements between the parties arise during the course of this Agreement, both parties pledge to make their best efforts to settle such disputes in an amicable fashion, so as not to affect the successful operation of the vanpool service.

- A. The County may terminate this Agreement for convenience at any time upon at least sixty (60) days written notice to Contractor. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor for work performed prior to the date of termination. Within two months after termination for convenience, Contractor may submit a termination claim, with invoices containing the information required for regular payment of compensation through the effective date of termination. The County shall have no further liability to Contractor for such termination.
- B. The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor thirty (30) days written notice of its intent to terminate the Agreement and the reasons therefore, and, if Contractor fails to cure the default within that period, this Agreement shall be terminated upon expiration of the thirty (30) day period without further notice. The County shall then make alternative arrangements for completion of the Project. The County will make no payment to the Contractor until all costs of completing the Project according to the alternative arrangements

are paid. If the balance of the Contract Price exceeds the cost of completing the Project, the County shall pay the Contractor for Work actually completed prior to termination.

- C. If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 9(A) above.
- D. Upon termination, the Contractor 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 Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.
- E. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Contractor may terminate this Agreement for convenience by serving notice of termination. The notice must predate actual termination of service by at least sixty (60) days from the date of receipt of the notice of termination. County shall be liable only for payment for services rendered before the effective date of termination. Contractor shall deliver and other-wise make available all pertinent data, reports, summaries and other such information and materials as may have been accumulated by the Contractor in performing under this Agreement, whether completed or in progress. All equipment shall remain the property of Contractor.

Section 10. Miscellaneous

- A. Complete Agreement. This Agreement, and all Exhibits thereto, constitute 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.
- B. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

- D. Invalidity of Provisions. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid or unenforceable, the offending portion of the Agreement should be severed, and such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.
- E. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent *via* national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

NOTICE TO COUNTY shall be sent to:

Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114
Attention: County Manager

NOTICE TO CONTRACTOR shall be sent to:

Enterprise Holdings
5909 Peachtree Dunwoody Road; Suite 500
Atlanta, Georgia 30328
Attention: Heather S. Pastrick

Future changes in address shall be effective only upon written notice being given by the County to Contractor or by Contractor to County Manager via one of the delivery methods described in this Section.

- F. 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.
- G. Force Majeure. Neither the County nor Contractor 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: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or

regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) 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.

- H. Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- I. 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 Contractor 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 Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor'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 Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.
- J. 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.
- K. 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 Contractor 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 Contractor with the terms and conditions of this Agreement.
- L. 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.
- M. Severability. The parties agree that if the provisions of this Agreement are held invalid for any reason, the remainder would then continue to conform to the purposes, terms and requirements of applicable law.

- N. Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this agreement.
- O. Merger. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter thereof, and no modification shall be effective unless it is in writing executed by the parties. This Agreement supersedes all prior discussions, understanding and agreements between the parties with respect to any and all matters contained herein.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date first above written.

ENTERPRISE HOLDINGS

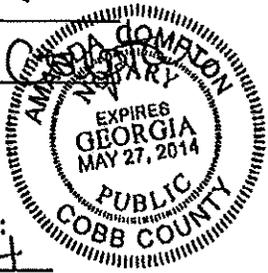
By: *[Signature]*
David Lamonte, Vice President of Rentals

Attest: _____

[AFFIX CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

[Signature]
Witness
[Signature]
Notary Public



[NOTARY SEAL]

My Commission Expires:
May 27, 2014

CHEROKEE COUNTY BOARD OF COMMISSIONERS

L.B. Ahrens, Jr., Chairman

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

[INSERT REQUEST FOR PROPOSAL HERE]

EXHIBIT "B"

[INSERT CONTRACTOR'S PROPOSAL HERE]

EXHIBIT "C"

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 use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned 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 contract with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit "C" 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:

26-4548648
Federal Work Authorization User Identification Number

11/15/12
Date of Authorization

Enterprise
Name of Contractor

Waspool
Name of Project

Name of Public Employer

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

Executed on 15, Nov, 2012 in Atlanta (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

David Lamonte
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS 15 DAY OF Nov, 2012.

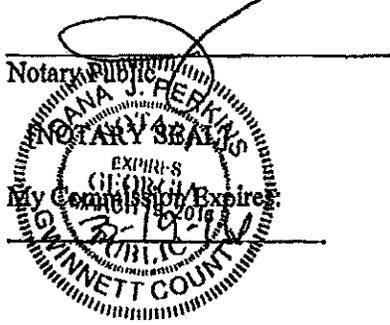


EXHIBIT "D"

STATE OF GEORGIA

COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

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

26-4548648
Federal Work Authorization User Identification Number

11/15/12
Date of Authorization

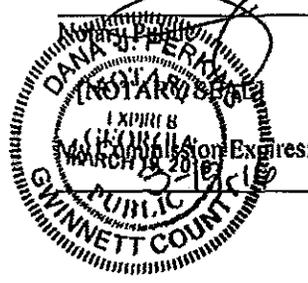
Name of Subcontractor

Vanpool
Name of Project

Enterprise Leasing Co of GA
Name of Public Employer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 15 DAY OF
Nov, 2012.



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

Executed on Nov 15, 2012
in Dallas (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

EXHIBIT "E"
SAVE Affidavit

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

- 1) X 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.

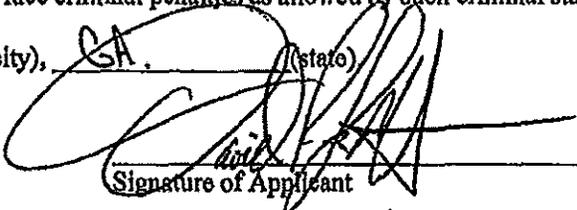
My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

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 Atlanta (city), GA (state)



Signature of Applicant

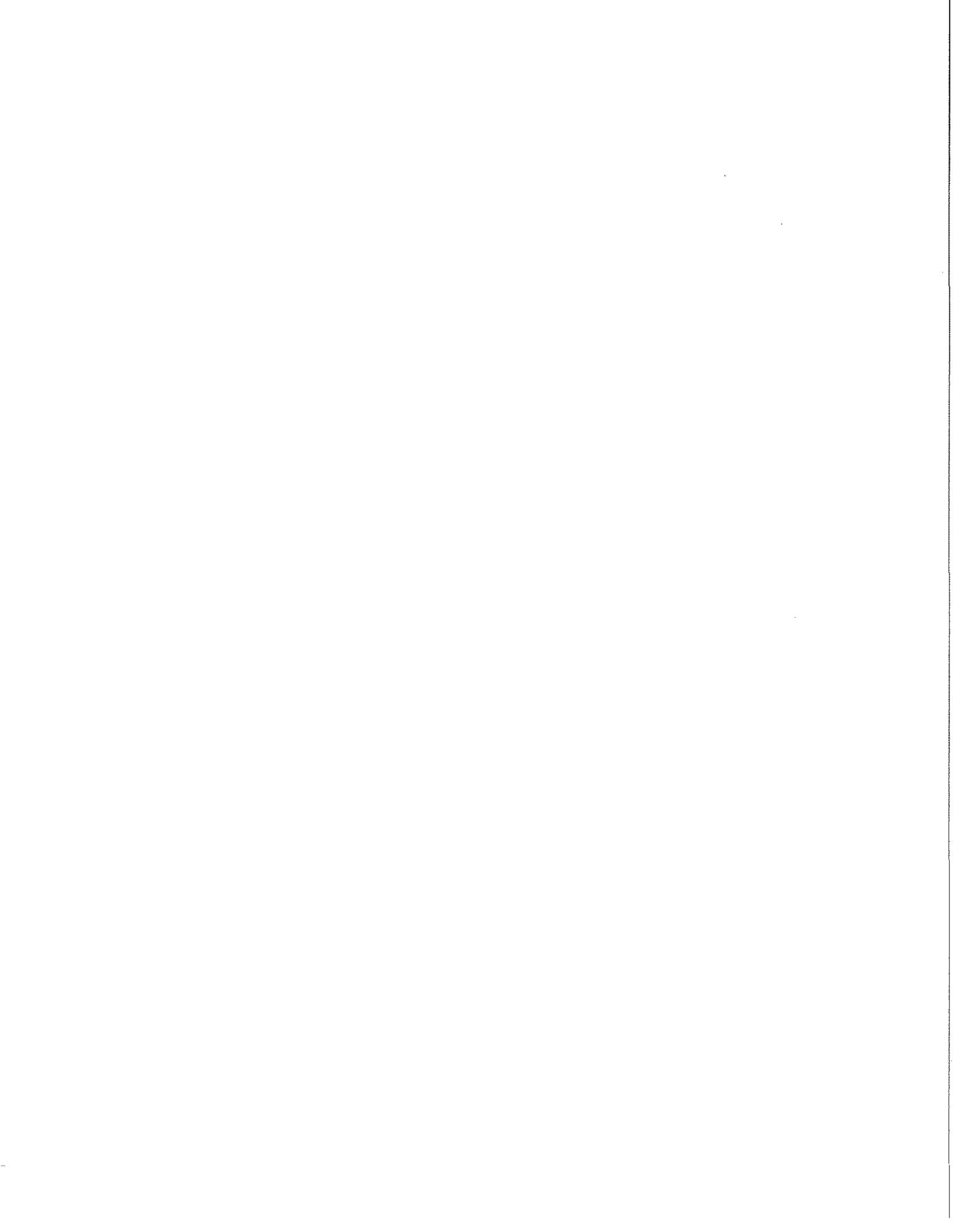
David Lamonte

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
15 DAY OF Nov, 2012

Wanda Compton
NOTARY PUBLIC
My Commission Expires
May 27, 2014





**A RESOLUTION BY
THE BOARD OF COMMISSIONERS OF
CHEROKEE COUNTY, GEORGIA REGARDING
THE ATHLETIC FIELD USE POLICY OF CHEROKEE COUNTY**

WHEREAS, Cherokee County owns and leases several parks throughout the county that include athletic fields,

WHEREAS, Cherokee County operates said parks through the Cherokee Recreation & Parks Agency,

AND WHEREAS, Cherokee County desires to allow for the orderly and efficient use of these fields by priority users while also allowing for the use of the fields by the general public when not reserved for scheduled activities,

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cherokee County that Cherokee County hereby establishes the following policies and procedures to ensure the safe and efficient use and the equitable availability of the athletic fields owned and operated by the county.

Section 1 – Field Use Policy

Reserved use of athletic fields is permitted by this policy and encouraged by Cherokee County. **Unreserved athletic fields will be available to the general public for open, unstructured or public recreation on a first come/first served basis during the normal operating hours of the park.**

Cherokee County reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, the individual athletic fields at the parks, the users and the patrons of the parks. Athletic fields may be closed by the Cherokee Recreation & Parks Agency due to weather conditions, maintenance, to protect the public from unsafe conditions or to protect the fields from damage due to overuse. When reserved for use by a priority user, fields are not available to the general public.

Section 2 - Priority Users

Four priority categories of facility users are hereby created (Category 1 being the highest priority) and shall be considered in the allocation of athletic fields and scheduled time at all parks. Cherokee County reserves the right to set priorities based upon, but not limited to, the following: the number of participants, the residency of participants and the overall impact of the group or organization upon the established recreational needs of Cherokee County residents.

Category 1 - Cherokee County

“Cherokee County” shall include all of the following: activities and programs of the Cherokee Recreation & Parks Agency and events sponsored, co-sponsored or partnered with Cherokee Recreation & Parks Agency.

Category 2 - Local Recreation Providers

A “Local Recreation Provider” is defined as an organization registered as a nonprofit corporation with the Georgia Secretary of State’s Office with a separate local Cherokee County governing board and by-laws for the primary purpose of providing and delivering recreation opportunities to the citizens of Cherokee County whether or not a fee is charged. ~~A “Local Recreation Provider” is defined as a~~

~~Cherokee County based organization with a separate local Cherokee County governing board and by-laws registered as a non-profit corporation with the Georgia Secretary of State's Office organized for the primary purpose of providing and delivering recreational opportunities to the citizens of Cherokee County whether or not a fee is charged. To qualify as non-profit, the organization must meet all criteria as identified by the Internal Revenue Service. Such groups include, but are not limited to; volunteer youth sports organizations, senior sports groups or the YMCA.~~

To qualify as a Local Recreation Provider, no less than eighty five percent (85%) of the participants MUST be residents of Cherokee County. Cherokee County staff may verify residency prior to the allocation of fields through rosters with participant names and addresses and/or individual participant utility bills/photo ID.

Category 3 – Local Civic, Faith Based and/or Educational Groups

“Local Civic, Faith Based and/or Educational Groups” shall include, but are not limited, to organizations as the Rotary Club, Lions Club, Cherokee County School District, private schools or home school groups located within Cherokee County boundaries.

Category 4 – Businesses, Other Contracted Organizations, Individuals or Groups

Any business, organization, club, individual or group that does not fall within the definitions of Category 1, 2 or 3, as defined above, shall be considered a Category 4 user under this Policy.

Section 3 - Athletic Field Reservations

An athletic field shall be considered reserved upon the payment of the prescribed fee and the issuance of a Facility Use Permit provided by Cherokee County. The Facility Use Permit shall include ALL of the following:

- The name of the organization reserving the athletic field.
- The name, address and phone number of the individual making the application and contact person for the permit.
- The specific athletic field(s) being reserved.
- The date of issuance.
- The date, time and duration of the permit.
- The specific fee or fees charged and schedule of payment.
- All conditions assigned to the permit over and above the requirements of this Policy.
- The signature of the Cherokee County Recreation and Parks Director or his designee.
- A signature of the permit applicant agreeing that the conditions, restrictions and waivers have been met or will be met in connection with the event for which the permit has been issued.

In the event of a cancellation of an activity by the Recreation and Parks Director or his designee due to weather conditions which make the activity impossible, or due to any Act of God beyond the control of the applicant/permit holder, 1) a credit may be given to the applicant/permit holder; 2) a refund may be requested from the Recreation and Parks Director or his designee; or 3) the event may be rescheduled at the earliest available date with no additional fees incurred.

Section 4 - Sales on Park Property

Cherokee County reserves to itself complete and exclusive rights to regulate the sale of all goods and services sold or conducted on park property. All commerce is expressly prohibited without the approval of Cherokee County. Vendors are subject to all business license and insurance requirements. In addition all vendors must successfully complete any applications and pay fees set forth by Cherokee County. Food concessions must be approved by Cherokee County and follow all Cherokee County Codes and Ordinances.

Section 5 – Fees and Charges

The most recent Schedule of Fees and Charges for the Use of Athletic Fields, as approved by the Cherokee Recreation & Parks Advisory Board, is attached hereto and incorporated herein as Exhibit "A". The Schedule of Fees and Charges for the Use of Athletic Fields may be amended from time to time by the Cherokee Recreation & Parks Advisory Board or the Board of Commissioners. Any such amended Schedule, when duly adopted by the Advisory Board or Board of Commissioners, shall be in full force and effect and shall be made available to the public at the office of the Director of the Cherokee Recreation and Parks Agency.

Section 6 – Athletic Field Use Rules

Reservation is for the designated athletic field and immediate surrounding area only. All other park attractions and facilities are open to the public.

Organizations and individuals are not permitted to sublease any portion of a Cherokee County park or athletic field without prior written consent from the Recreation and Parks Director or his designee.

In the event the organization is a youth athletic association, the association shall comply with the most current version of the Youth Athletic Associations Policy and Procedures Manual.

In the event the organization is conducting business in the park such as a tournament rental, the organization will be subject to all business license and insurance requirements.

In the event a Cherokee County program or function conflicts with an organization's use of the athletic field identified in the agreement, the Recreation and Parks program or function shall have priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.

All organizations and spectators shall follow all Cherokee County Park Rules. Please leave the park clean. Dispose of all waste in designated receptacles.

SO RESOLVED by the Cherokee County Board of Commissioners this _____ day of _____, 2012:

L.B. "Buzz" Ahrens, Chairman

Harry Johnston, Post 1

Jim Hubbard, Post 2

Karen Bosch, Post 3

Jason A. Nelms, Post 4

ATTEST:

County Clerk

Exhibit A-Schedule of Fees and Charges for the Use of Athletic Fields

Adopted by the Cherokee County Recreation & Parks Advisory Board

| <u>User Group</u> | <u>Baseball / Softball Field</u> | <u>Multipurpose Field</u> | <u>In-Line Hockey Rink</u> |
|---|---|--|--|
| Category 1 Cherokee County | No Cost | No Cost | No Cost |
| Category 2 Local Recreation Providers | \$27 per Day Lights Included | \$35 per Day Lights Included | \$15 per Day Lights Included |
| Category 3 Civic, Faith Based, School Groups | \$27 per Day Lights Included | \$35 per Day Lights Included | \$15 per Day Lights Included |
| Category 4 Businesses, Other Contracted Organizations, Individuals or Groups | \$125 per Day \$75 per ½ Day (≤ 4 hours) \$20 per Hour (min. 2 hours) \$10 per Hour for Lights | \$175 per Day \$100 per ½ Day (≤ 4 hours) \$30 per Hour (min. 2 hours) \$10 per Hour for Lights | \$75 per Day \$40 per ½ Day (≤ 4 hours) \$12 per Hour (min. 2 hours) \$10 per Hour for Lights |

All field rentals are subject to:

(1) Multipurpose Field Preparation

If a multipurpose field rental requires initial set-up painting/stripping it is an additional \$125 per field.

(2) County Staff

Cherokee County reserves the right to assign and schedule county staff for any athletic field rentals that may require additional field maintenance, custodial services, and general maintenance. Examples include but are not limited to the rental of multiple fields, all-day or multi-day events. This is at the sole discretion of Cherokee County. When required, it will be at the cost of the group or individual renting the field(s). The cost will be \$15 per hour per staff person (minimum 4 hours).



Cherokee County, Georgia Agenda Request

SUBJECT: Lease Agreement for Cherokee Charter Academy gymnasium **MEETING DATE:** 11/20/12
SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration of Lease Agreement to use Cherokee Charter Academy gymnasium facility for CYB practices and games during 2012-13 season.

FACTS AND ISSUES:

Attached for your consideration is the lease agreement for use of the Cherokee Charter gymnasium during the 2012-13 CYB basketball season. The cost of leasing the facility is entirely covered within the CYB program budget. The agreement has been reviewed by the county attorney's office.

BUDGET:

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

Budget Adjustment Necessary: None

ADMINISTRATIVE RECOMMENDATION:

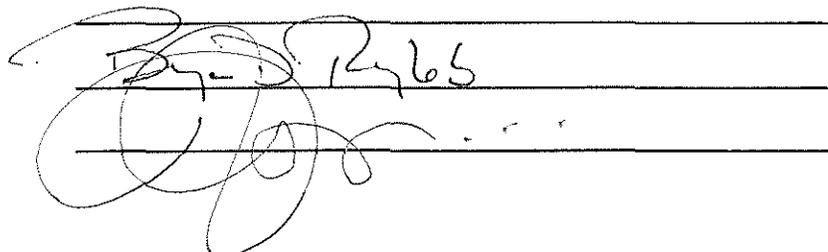
Acceptance of Lease Agreement to use Cherokee Charter Academy gymnasium facility for CYB practices and games.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



APPROVED AS TO LEGAL FORM:

Signature required for Contracts, Ordinances and Resolutions

COUNTY ATTORNEY: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is entered into as of the ____ day of December, 2012 (the "Effective Date"), between, **Charter Schools USA at Cherokee, LLC** ("LANDLORD") and **Cherokee County, Georgia** ("TENANT").

WITNESSETH

LANDLORD is the owner of the Cherokee Charter Academy gymnasium facility located at 2126 Sixes Road in Canton, Georgia 30114 (the "Property").

1. **Lease of Property.** LANDLORD hereby leases to TENANT, and TENANT hereby leases from LANDLORD, the Property (including reasonable use of parking areas) for use by TENANT for Cherokee County youth basketball activities, including team practices and games, on the dates and times designated on Exhibit "A," attached hereto and incorporated herein by reference.

This Agreement is subject to the following conditions:

(A) LANDLORD'S Obligations.

- (i) LANDLORD shall furnish light, HVAC, and water by means of appliances installed for ordinary purposes. LANDLORD shall not be responsible or chargeable for interruptions, delays or failures in furnishing any such utilities due to causes beyond the control of LANDLORD.
- (ii) LANDLORD, at its sole expense, shall provide the services of one custodian on site while the Property is in use by TENANT, unless otherwise specified by the parties in writing.
- (iii) LANDLORD, except to the extent of negligence or intentional misconduct by LANDLORD or any of its officers, agents, employees, contractors, subcontractors, or volunteers, shall not be responsible for any damage, accident, or injury to TENANT, its property or its agents, servants, employees, sports participants, parents of participants or their children, guests, or their property from any cause whatsoever, nor for injury or damage to persons or their property while attending any function sponsored by TENANT either prior, during, or subsequent to the period for which use of the Property by TENANT has been authorized.
- (iv) LANDLORD shall provide an electric scoreboard during TENANT'S use of the Property.

(B) TENANT'S Obligations.

- (i) TENANT shall obtain at its sole cost and expense any and all licenses or permits required by law.

- (ii) TENANT shall obtain and pay any and all necessary help other than one custodian provided by LANDLORD on days the Property is used by TENANT.
- (iii) TENANT shall accept the Property as it is at the time of occupancy. Removal or relocation of any appliance or equipment occasioned by TENANT'S use of the Property shall be made by TENANT at its expense, but no such removal or relocation shall be made without prior written approval by a representative of LANDLORD. Any appliance or equipment removed or relocated by TENANT shall be replaced or returned to its original location and in the same condition.
- (iv) TENANT shall remove from the Property, within twenty-four hours following the termination of each use of the Property by TENANT, all equipment, properties, scenery, etc. for which TENANT is responsible. Any such material remaining thereafter will be subject to storage charges.
- (v) TENANT shall ensure that no beverage other than water is allowed on the Property during TENANT'S use of the Property.

(C) Property Use Regulations.

- (i) TENANT shall only use the Property as described in this Agreement and shall not use the Property between the hours of midnight and 6:00 AM.
- (ii) TENANT shall not use or store, nor permit to be used or stored in or on any part of the Property any substance or thing prohibited by law or by standard policies of fire insurance issued by companies operating in Georgia. Nor shall TENANT, without LANDLORD'S express written permission, store any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or similar substances, or explosives of any kind on the Property.
- (iii) TENANT shall not bring onto the Property, keep, possess, or use thereon, or permit others to do so, any intoxicating beverage, controlled substance in violation of law, or gambling device.
- (iv) TENANT shall not permit smoking on the Property during TENANT'S use of the Property.
- (v) LANDLORD reserves the right, through its representatives or law enforcement officers, to eject any objectionable individual(s) from the Property.
- (vi) TENANT shall not use LANDLORD'S phones, internet or any other service regarding which LANDLORD could incur costs or charges. In the event that a phone or internet service is dedicated to TENANT on the

Property, TENANT shall be responsible for the set-up and all expenses related to such service.

(vii) TENANT shall not remove any equipment or furnishings from the Property.

2. **Term and Rental Amount.** This term of this Agreement shall be from the Effective Date until April 1, 2012. TENANT shall pay to LANDLORD rental in the amount of twenty-five dollars and zero cents (\$25.00) per hour of use of the Property by TENANT. LANDLORD shall provide to TENANT, by the fifteenth (15th) day of each month, an invoice for the prior month stating the number of hours of TENANT'S use of the Property during the prior month and the rental amount due to LANDLORD for the prior month. TENANT shall make payment to LANDLORD on each invoice within twenty (20) days of TENANT'S receipt of each monthly invoice.
3. **Insurance.** During the performance of this Agreement, TENANT shall maintain and keep in force, at its own expense, insurance coverages and minimum limits as described in Exhibit "B," attached hereto and incorporated herein by reference.
4. **Termination.** Either party may terminate this Agreement for convenience upon providing at least thirty (30) days prior written notice of termination to the other party. Additionally, LANDLORD may terminate this Agreement immediately, subject to the Opportunity to Cure provisions contained in Paragraph 6 below, upon the breach by TENANT of any provision of this Agreement.
5. **Quiet Enjoyment.** LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.
6. **Opportunity to Cure.** If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a five (5) business day period to cure such failure. In the event that TENANT fails to cure the failure within such time period, this Agreement shall automatically terminate.
7. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located. Any legal action shall be in a court located in Cherokee County, Georgia.
8. **Notices.** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, addressed as follows

(or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT:

Cherokee County
Cherokee County Recreation & Parks
7545 Main Street, Bld. 200
Woodstock, Georgia 30188

LANDLORD:

Cherokee Charter Academy
2126 Sixes Road
Canton, Georgia 20114

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

9. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.
10. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.
11. **Survival.** The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

LANDLORD: CHARTER SCHOOLS USA AT CHEROKEE, LLC

Signed, sealed and delivered this
____ day of _____, 2012.

By: _____
Name: _____
Title: _____

Unofficial Witness

[Affix Corporate Seal]

Notary Public

My Commission Expires:
[Notary Seal]

TENANT: CHEROKEE COUNTY, GEORGIA

Signed, sealed and delivered this
____ day of _____, 2012.

By: _____
Name: _____
Title: _____

Unofficial Witness

[County Seal]

Notary Public

My Commission Expires:
[Notary Seal]

EXHIBIT "A"

APPLICATION TO LEASE FOR USE

Lessee: Please return to issuing school for approval

Name of School: **Cherokee Charter Academy**

The applicant requests authorization for use of the charter school facilities indicated for the purpose and at the times shown below:

Facilities Needed: **Gymnasium**

Dates and Times Needed: **Mon., Tue., ~~Thur.~~ ^{Friday} 6 pm - 9 pm, Sat. 9 am - 3 pm**

Nature and Purpose of Use: **Cherokee Youth Basketball practices and games**

Name(s) of Person Requesting Facilities: **Cherokee Youth Basketball**

Name of Applicant: **Cherokee Recreation & Parks Agency**

Applicant's Mailing Address: **7545 Main St., Building 200**
Woodstock, GA 30188

Year Organization Was Formed: **Government**

Is entity a state or local government unit or a Section 501(c)(3) organization?: **Government**

Please provide a brief description of your organization:

"Quality People Delivering Quality Services for Your Quality of Life"

It is understood that your organization will provide a Certificate of Insurance of General Liability Insurance (\$1 million per occurrence/\$2 million aggregate) naming "The School" and Charter Schools USA, Inc. as additional insured by written contract and evidence of statutory Worker's Compensation and if hired or owned you will be required to provide proof of Auto Insurance.

League Director: **Camille Thomas, Athletic Coordinator**

Phone No.: **(770) 924-7768**

Lease Terms will be provided after review and acceptance of application

Cherokee County, Georgia Agenda Request

SUBJECT: Ball Ground Gym/Park Landscaping

MEETING DATE: November 20, 2012

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider approval of agreement between the County and City of Ball Ground for reimbursement in the amount of \$35,000 for the City's purchase of the Ball Ground Elementary school gymnasium for recreation use, and payment of no more than \$35,000 for landscaping/stream bank restoration in Calvin Farmer Park.

FACTS AND ISSUES:

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:

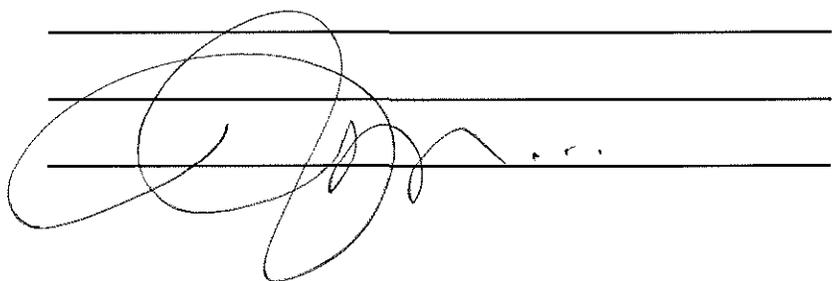
Approve agreement between county and City of Ball Ground for reimbursement in the amount of \$35,000 for the City's acquisition of the Ball Ground Elementary gym from the Board of Education, and approve payment of no more than \$35,000 for landscaping/stream bank restoration in a city park.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



**STATE OF GEORGIA
COUNTY OF CHEROKEE**

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made and entered into this _____ day of _____, 2012 by and between the **City of Ball Ground, Georgia**, a Municipal Corporation located in Cherokee County, Georgia (the "City") and **Cherokee County**, a political subdivision of the State of Georgia (the "County").

WITNESSETH:

WHEREAS, the City plans to purchase from the Cherokee County Board of Education certain real property known as the gymnasium adjacent to the Old Ball Ground Elementary School, which is more particularly described as tract 2 in Exhibit "A," attached hereto and made a part hereof by reference ("the Property"); and

WHEREAS, the City understands that the purchase price for the Property shall be thirty-five thousand and 00/100 dollars (\$35,000.00); and

WHEREAS, the County and the City acknowledge that maintaining the Property as a gymnasium is consistent with existing and future parks and recreation needs within the County and the City; and

WHEREAS, the County and the City also agree that the City should be reimbursed for certain stream buffer and landscape work; and

WHEREAS, the Parks, Recreation and Green Space Bond authorized by the voters in Cherokee County, Georgia in the November 4, 2008 election (the "Bond") contemplates the use of Bond funds for the purchase of real property for recreation purposes such as the Property;

NOW, THEREFORE, in consideration of the following mutual obligations of the parties, the mutual benefits to the parties, and other good and valuable consideration set forth below, the City and the County agree as follows:

1.

The County hereby agrees to provide thirty-five thousand and 00/100 dollars (\$35,000.00) to the City toward its purchase of the Property from the Cherokee County Board of Education.

2.

The City agrees to use said monies for the sole purpose of purchasing the Property.

3.

The City agrees that the Property shall be used exclusively for parks and recreation purposes during the term of this Agreement.

4.

The County agrees to reimburse the City an amount up to, but not exceeding, thirty-five thousand and 00/100 dollars (\$35,000.00) for stream buffer and landscaping expenses actually incurred by the City on the Property through June 30, 2013. The County shall make such reimbursement payment to the City within twenty (20) days of the County's receipt from the City of a written invoice stating the amount of the reimbursement and including written proof of the payment(s) made by the City for such stream buffer and landscaping work, which payment(s) shall be equal to the amount of the requested reimbursement.

5.

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to execute the same and shall have a duration of fifty (50) years.

6.

The City may terminate this Agreement at any time for convenience and proceed to either sell the Property or to utilize the Property for a non-recreational purpose (i.e. any purpose not contemplated by the Bond) provided that the City does the following:

- (a) Provide the County with prior written notice of its intent to utilize the property for a non-recreational purpose or of its intent to convey the Property; and
- (b) Tender to the County the sum of thirty-five thousand and 00/100 dollars (\$35,000.00) within ninety (90) days of either of the following:
 - (i) The commencement of the utilization of the Property for any non-recreational purpose; or
 - (ii) The conveyance of the Property by the City to another entity.

7.

This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of this state.

8.

This Agreement expresses the entire understanding of the parties and all agreements between the parties hereto with respect to the matters set forth herein.

9.

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

10.

This Agreement may be amended, supplemented or otherwise modified solely by a document in writing, duly executed and delivered by the City and the County. No waiver, release or similar modification of this Agreement shall be established by conduct, custom or course of dealings, but solely by a document in writing duly executed and delivered by a duly authorized official of the City and/or the County.

11.

Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, or other communication hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one (1) business day after being sent by a reputable overnight registered delivery service, charges prepaid, or three (3) business days after being mailed if mailed by certified mail/return receipt requested and postage prepaid to the City and/or the County at the addresses shown below and at such other addresses as may be furnished by the City and the County in writing from time to time.

**Mayor, City of Ball Ground
215 Valley Street
Ball Ground, Georgia 30107**

**City Manager, City of Ball Ground
215 Valley Street
Ball Ground, Georgia 30107**

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

**County Manager, Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114**

12.

This Agreement is made and entered into by the authority prescribed by the Georgia Constitution, Article IX, Section III, Paragraph I.

13.

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

14.

Each of the individuals who executes this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective party. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

15.

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.

16. General Provisions

- 16.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.
- 16.2 No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this License.
- 16.3 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereto affixed and attested by their duly authorized officers all as of the effective date set forth here and above.

This _____ day of November, 2012.

CITY OF BALL GROUND, GEORGIA

BY: _____
A.R. Roberts, III, Mayor

ATTEST: _____ {SEAL}
Karen Jordan, City Clerk

Lee Prettyman – Council Member

Frank Homiller – Council Member

Andrenia Stoner – Council Member

John Byrd – Council Member

Mickey O'Malley – Council Member

CHEROKEE COUNTY, STATE OF GEORGIA

BY: _____
L.B. Ahrens, Jr., Chairman

ATTEST: _____ {SEAL}
County Clerk