

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

May 21, 2013

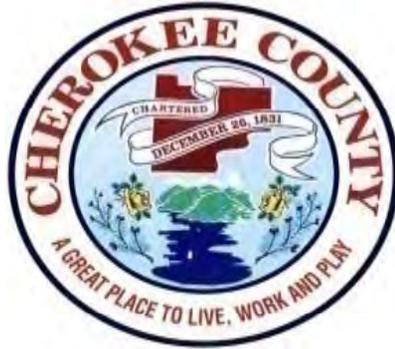
3:00 p.m.

Cherokee Hall

AGENDA

1. Cherokee Office of Economic Development (COED) update by Misti Martin.
2. Q2 Financial Review by Janelle Funk.
3. Discussion of Regular Agenda Items.

Executive Session to Follow



Cherokee County Board of Commissioners

FINANCIAL UPDATE

Q2 2013 YTD

(Oct 2012 – March 2013)

Presented by Janelle Funk

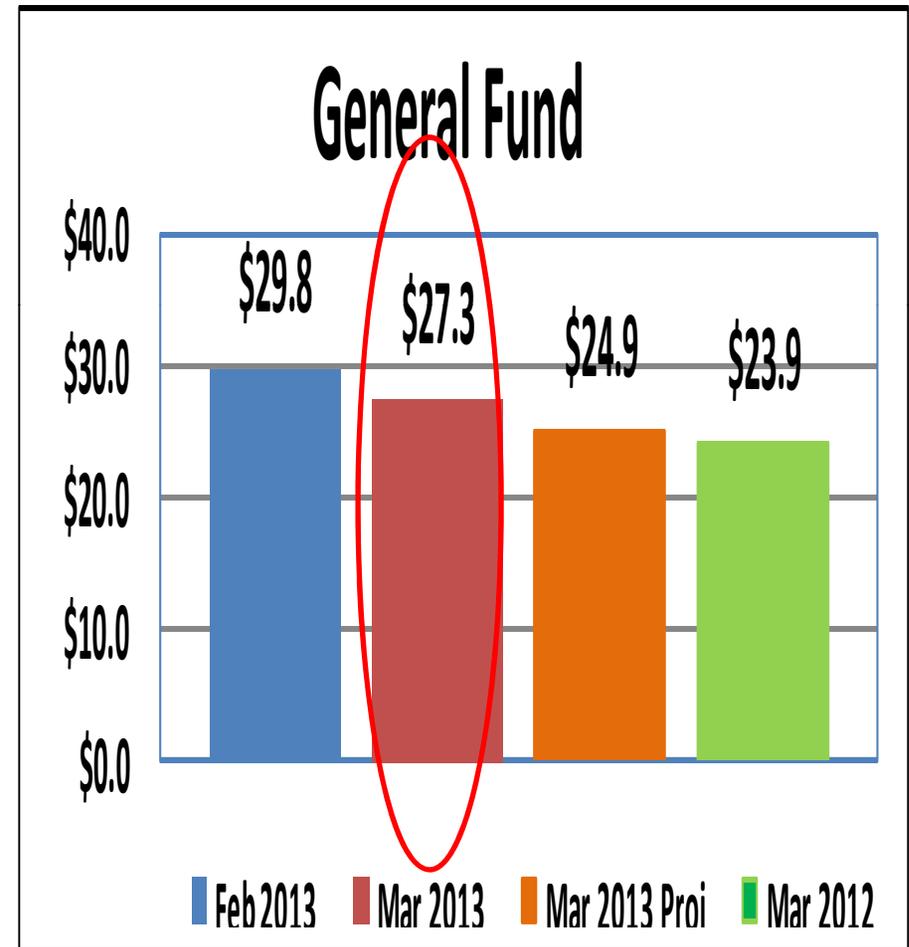
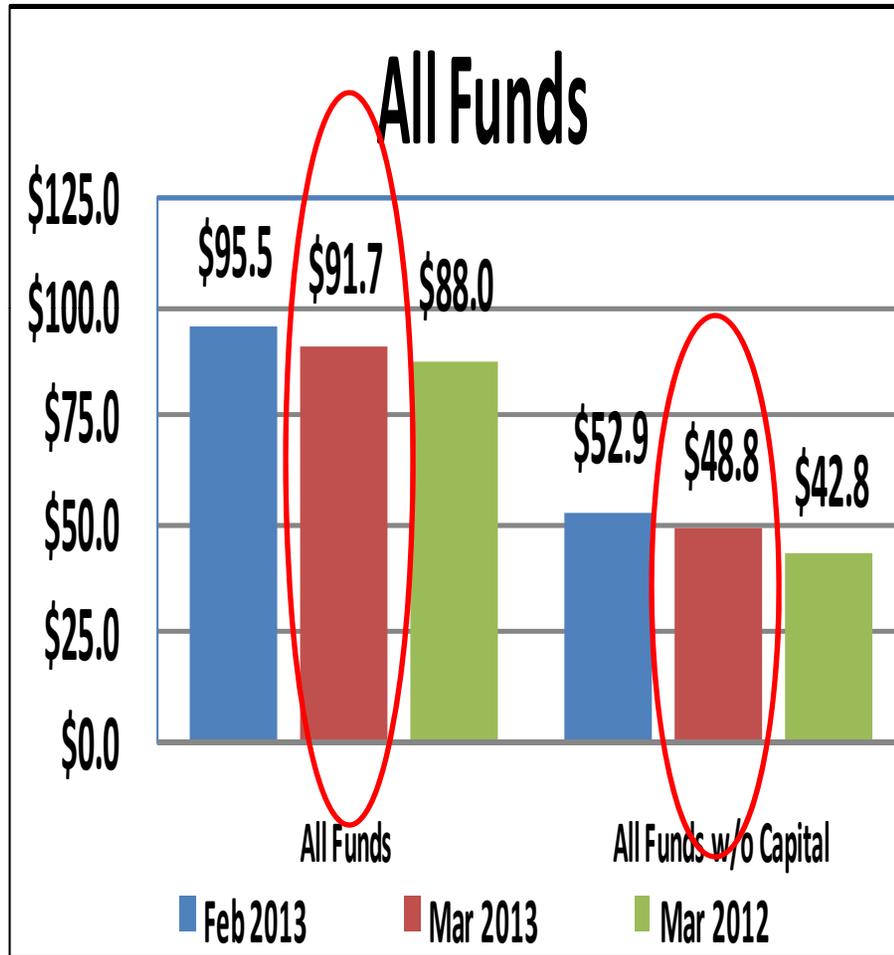
5/21/2013



Cash Executive Summary

March 2013

Summary Statement: Property taxes are primarily collected in December 2012 and January 2013. Almost every month after, expenses > revenues. Therefore the cash balance will decrease throughout the year. This is expected and budgeted. accordingly.



Bottom Line: YOY changes to our cash position are explainable & variances to the GF projection are immaterial. However, we do need a long-term solution rather than using non-repeatable inflows to meet our cash requirements.



Revenue Executive Summary

All Funds – Q2 2013 YTD (March YTD)

YTD Revenue: \$0.9M > YTD Budget:

Taxes **+\$2.0M**

- Intangibles, SPLOST are biggest drivers

Licenses and Permits **+\$0.1M**

Court Fines **+0.1M**

- General Fund fines > Budget
- All other funds < Budget

Grant Revenues **-\$0.4M (timing only)**

Charges for Services **-\$0.2M**

- Prisoner Housing down, Impact Fees up

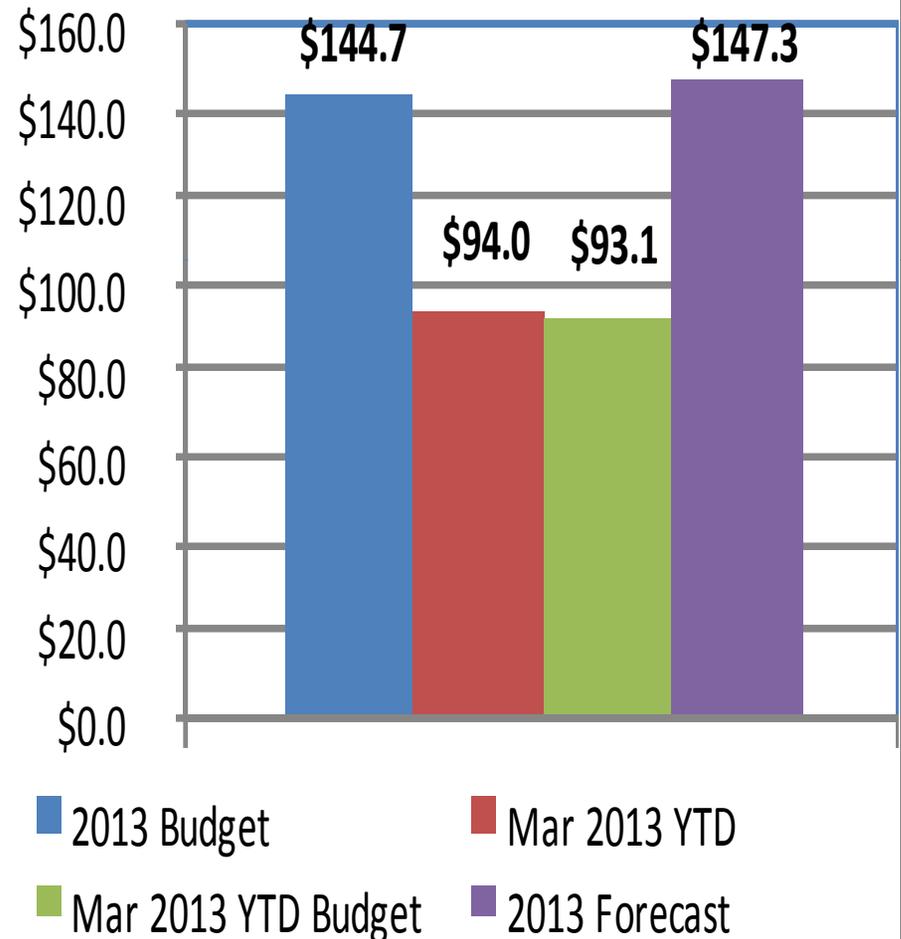
Miscellaneous **-\$0.8M**

- Timing Only – SPLOST Fund

Full Yr Forecast \$2.6M > Budget

- More if Motor Vehicle/TAVT continues at same trend?

2013 – All Funds Recurring External Revenue



Bottom Line: Revenue is on track to exceed the FY2013 Budget.



Revenue Executive Summary

General Fund – Q2 2013 YTD (March YTD)

YTD Revenue \$1.4M > YTD Budget

Taxes **+\$1.4M**

- Timing of Property Tax Collections
- Intangible & Real Estate Transfer Taxes

Charges for Services **-\$0.2M**

- Prisoner Housing

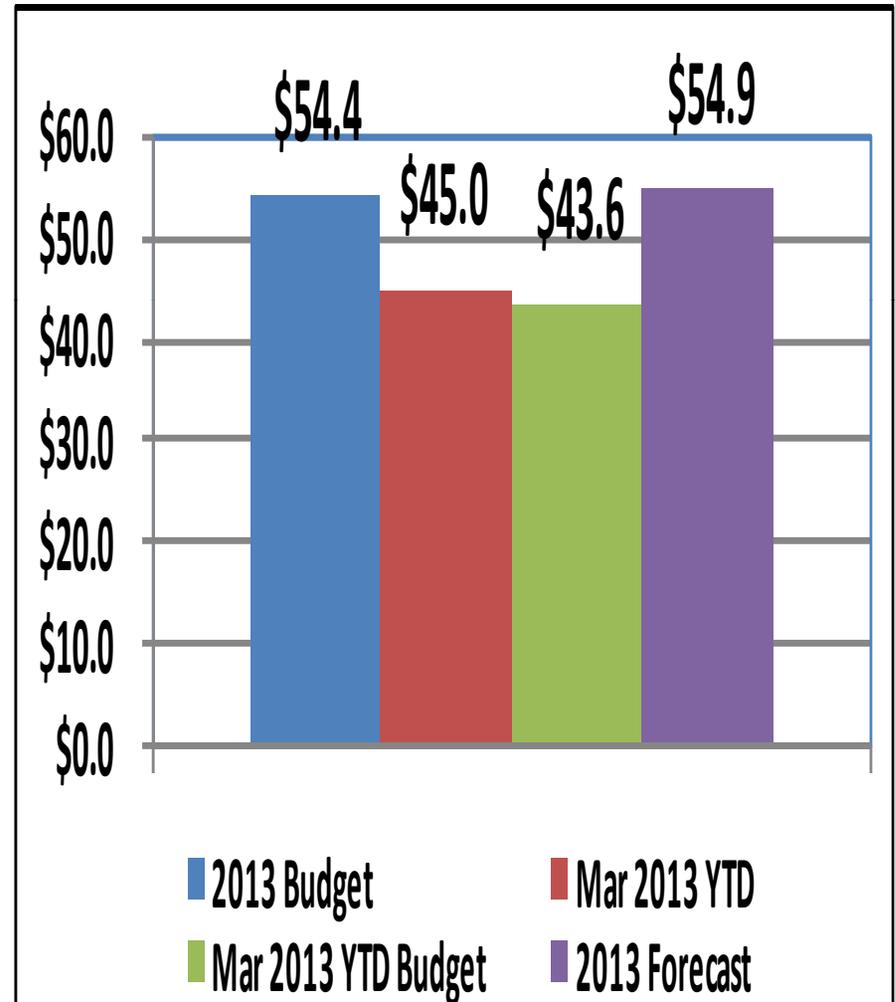
Fines & Forfeitures **+\$0.2M**

- All Courts >YTD Budget Except Magistrate **-\$53K**

Full Year Forecast \$0.5M > Budget

- More if Motor Vehicle Tax/TAVT continues at same trend?

2013 – General Fund Recurring External Revenue

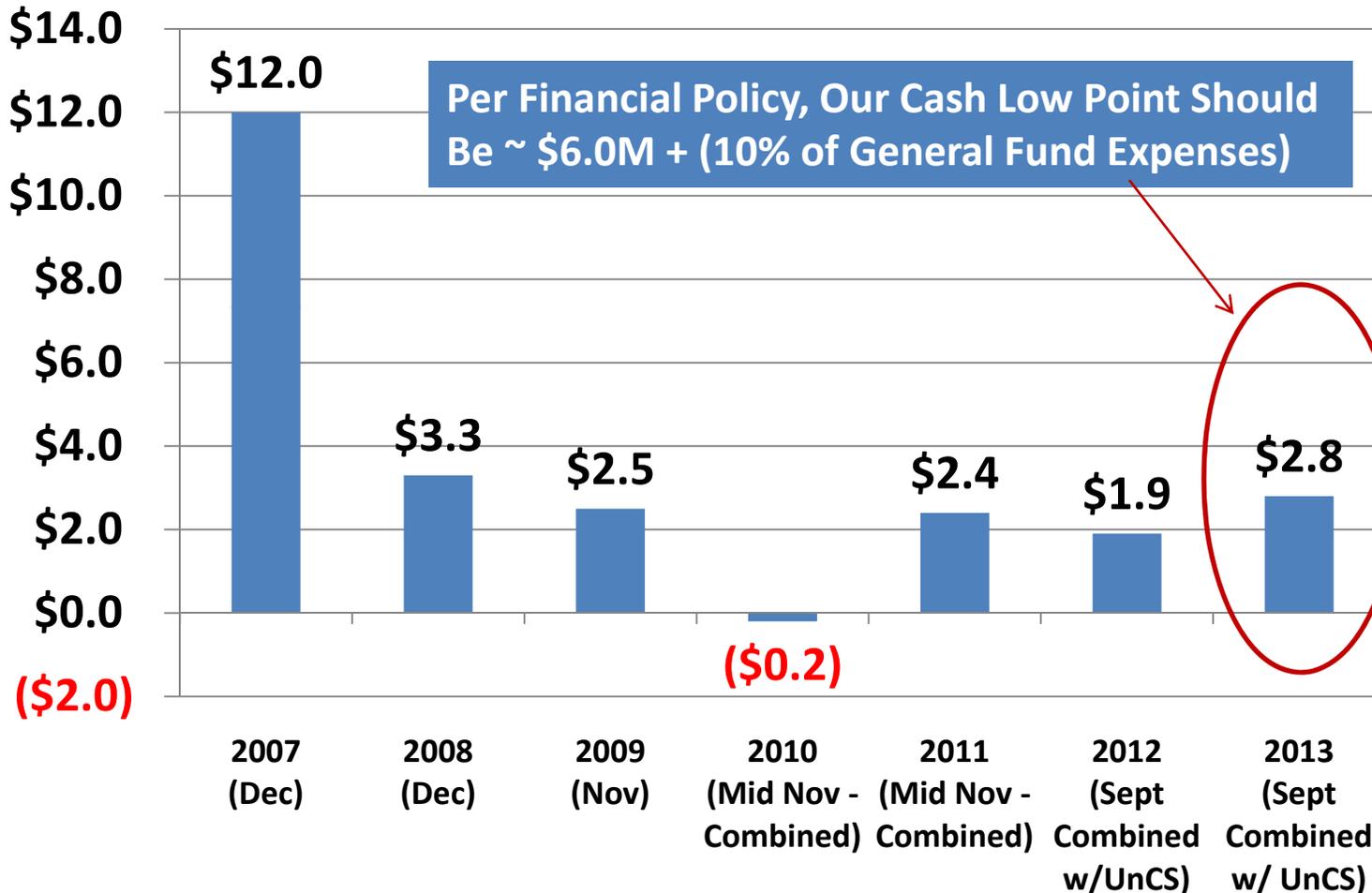


Bottom Line: Revenue is on track to exceed the FY2013 Budget.



Historical Cash Low Points General Fund & Supported Funds

\$Millions



- Cash balance comparisons:
- 1 week of GF A/P checks ~ \$300k
 - 1 week of GF payroll ~ \$650k

Bottom Line: We do not expect to hit negative cash in 2013. However, these low cash points must be improved so services are not impacted.



Expenditure Executive Summary All Funds – Q2 2013 YTD (March YTD)

**Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.
46.2% of Year Elapsed for Payroll Costs. 42% or 50% of Year Elapsed for Monthly Expenses.**

Why Do We Care About % of Year?

The % of year elapsed is an indicator of how much of the Budget “should” be expended by Q2 YTD.

- # of Payrolls = 12 of 26 = 46.2%
- # of Months = 6 of 12 = 50%
- # of Months* = 5 of 12 = 42%

County-Wide Expenditures - 2013				
	2013 Budget	Q2YTD (MAR) 2013	% Spent	Comment #
Compensation	53,847,031	24,189,972	44.9%	1
Insurance Benefits	14,890,862	7,109,544	47.7%	2
Payroll Taxes	4,081,653	1,694,055	41.5%	
Workers Comp	1,191,411	607,961	51.0%	3
Retirement Plans	1,134,631	566,134	49.9%	
Other Personnel	75,935	4,690	6.2%	
Total Personnel	75,221,523	34,172,356	45.4%	
Operating Costs	26,658,037	11,499,894	43.1%	4
Capital	48,642,411	12,263,181	25.2%	5
Non-Op Costs	15,609,294	6,823,644	43.7%	6
Debt Service	14,964,380	9,521,642	63.6%	7
Utilities/Admin	3,768,867	1,592,341	42.2%	8
EMS Depreciation	149,000		0.0%	
Transfers	5,452,597	3,688,775	67.7%	9
Total Expenditures	190,466,109	79,561,833	41.8%	

Bottom Line: YTD Expenses are on target. We expect to achieve the FY2013 Budget.



Expenditure Executive Summary

General Fund – Q2 2013 YTD (March YTD)

Summary Statement: Expenses are being managed across all departments. Some variances exist, but are explainable.
46.2% of Year Elapsed for Payroll Costs. 42% or 50% of Year Elapsed for Monthly Expenses.

General Fund - Expenditures 2013			
	2013 Budget	Q2 2013 YTD	% Spent
Compensation	28,862,872	13,201,177	45.7%
Insurance Benefits	3,401,200	1,567,849	46.1%
Payroll Taxes	2,201,574	918,830	41.7%
Workers Comp	600,472	300,877	50.1%
Retirement Plans	21,312	9,019	42.3%
Other Personnel	66,719	1,978	3.0%
Total Personnel	35,154,149	15,999,730	45.5%
Operating Costs	12,838,347	5,603,889	43.6%
Capital	97,067	23,899	24.6%
Non-Op Costs	2,679,681	1,294,982	48.3%
Debt Service	662,221	299,078	45.2%
Utilities/Admin	2,064,828	906,884	43.9%
Other			0.0%
Transfers	2,994,130	1,471,703	49.2%
Total Expenditures	56,490,423	25,600,165	45.3%

Bottom Line: YTD Expenses are on target. We expect to achieve the FY2013 Budget.



Q2 2013 YTD Summary

REVENUE



Q2 YTD Results point to a **\$2.6M** positive variance in the FY forecast.

- The **\$0.5M** positive variance in the General Fund revenue forecast will be needed to offset the unbudgeted portion of RRDA debt (**\$0.6M**).
- We are hopeful dept underspending, potential more revenue will offset the increased forensic audit costs.



- The positive variances in other funds will accumulate for specific restricted purposes (e.g., excess SPLOST revenue in the SPLOST Fund).

EXPENDITURES

Q2 YTD **Expenditure** Results indicate budgets are being properly managed and the County should achieve Expenditure Budget (aside from RRDA and forensic audit overage).





Q2 2013 YTD Summary

CASH

Q2 Cash Balances > Q2 2012 Cash Balances.

- The General Fund should avoid negative cash in FY2013 (cash low point ~ \$2.8M).
- Key achievement = EMS Fund achieved positive cash balance in February. March balance = \$168k





Future Outlook – FY2014

However, looking ahead, the FY2013 Budget was built with expiring funding sources:

- \$2.1M SPLOST Reimbursement to the General Fund
- \$1.9M Pension Credit



While these were known and intentionally planned as part of the 2012 Millage Rate and FY2013 Budget adoption – it starts the FY2014 Budget process with a \$4.0M Gap.



The FY2013 Budget also only included 50% of the \$1.2M RRDA debt service expense.



- If an operator is not replaced, the County will cover 100% of the cost.
- The current FY2013 Forecast assumes the County will cover this cost.
- Should the FY2014 Budget assume 50% of the RRDA debt will be covered by the County?



Future Outlook - FY2014

Cherokee County Already Has:

- The Lowest Headcount Per Capita in the Metro Atlanta Area
- Reduced General Fund Expenditures by \$4.4M Since 2008
- Allocated 70% of the General Fund to Public Safety & Courts
- Reduced Fire Fund Expenditures by \$800k Since 2008
- Not Issued COLA Employee Raises Since 2008

In Addition:

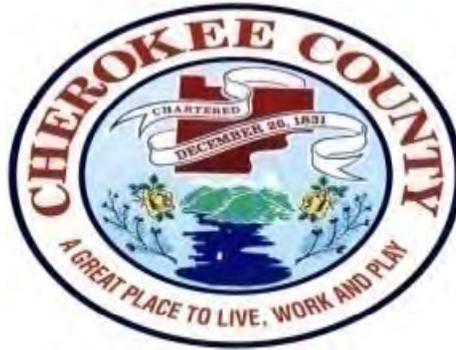
- The Total BOC Controlled Millage Rate = 9.999, 53rd Lowest in the State
 - Of 159 Counties, Cherokee is 1 of only 3 without a local option sales tax. LOST/HOST are used to reduce property taxes.
 - If Cherokee County did have a LOST, our property tax rates would be ~ 6.220, 10th lowest in the State.

So we need to consider our funding options for FY2014 if we believe our headcount and expense structure are already as lean as possible.



Future Outlook - FY2014

- **Currently Finalizing FY2014 Budget for General Fund and Impacted Funds**
 - Expenses materially on-target – expecting savings in some areas (Copy Center, Legal Services)
 - However, shortfall exists
- **Waiting for May Tax Collection Results**
- **First Look at Proposed FY2014 Budget & Resulting Impact on Millage Rate – June 18**
- **First Millage Rate Presentation – July 2**
- **Final Millage Rate Presentation – July 16**
- **Millage Rate to Be Set On Or Before – July 31**



Cherokee County Board of Commissioners

APPENDIX

VARIANCE EXPLANATIONS FOR EXPENDITURES



Expenditure Executive Summary All Funds – Q2 2013 YTD (March YTD)

**Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.
46.2% of Year Elapsed for Payroll Costs. 42% or 50% of Year Elapsed for Monthly Expenses.**

1. Compensation Costs are 44.9% of the FY2013 Budget

- This is slightly less than the elapsed FY2013 Budget of 46.2%.
- This is due to normal attrition and fewer PT employees being utilized for Parks during the fall/winter months.

2. Insurance/Benefits Costs are 47.7% of the FY2013 Budget

The County-Wide roll-up reflects Insurance & Benefits costs charged to departments for their respective employees, and also includes actual expenses in the Insurance & Benefits Fund (Health, Dental, LTD, STD and Life Insurance plans, which are paid monthly).

Specific just to the Insurance & Benefits Fund, total costs were \$64k > Budget and revenues were \$10k > Budget, resulting in a net deficit of \$54k compared to the Q2 YTD Budget.

Primary variances:

- Q2 YTD health insurance claims were 2.6% > Budget (+\$90k)
 - We will monitor – but do not see this increase necessarily as a trend. We experienced two high claim weeks in March which put us over the YTD Budget, but claims decreased to more typical levels in April.
- Q2 YTD dental claims were 9.5% < Budget (-\$27k)



Expenditure Executive Summary All Funds – Q2 2013 YTD (March YTD)

**Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.
46.2% of Year Elapsed for Payroll Costs. 42% or 50% of Year Elapsed for Monthly Expenses.**

2. Insurance/Benefits Costs (continued)

- The Insurance & Benefits Fund ended Q2 2013 with a Fund Balance of \$2.6M:
 - \$1.3M Reserved to support retirees' future health insurance costs
 - \$1.3M Unreserved
 - The recommended amount for unreserved fund balance is 16 – 20% of annual claim expense:
 - Annual claim expense (medical & dental) ~ \$7.9M
 - Recommended unreserved fund balance ~ \$1.3M - \$1.6M

3. Total Workers Comp Costs are 51.0% of the FY2013 Budget

- Q2YTD new claim total was \$228k, which is 39.7% of the FY2013 new claim budget
 - Actual Average Monthly Cost = \$38k v. Monthly Budget = \$48k
- Prior year claim payments totaled \$335k, which is 81.5% of the FY2013 prior year claim budget.
 - Two of the three large carryover claims (included in the FY2013 Budget), have settled in FY2013 making the percentage seem high as compared to the elapsed year. The remaining large claim has already reached the Stop Loss threshold (so when a settlement is reached, we can expect a reimbursement for it).
- We are forecasting Worker's Compensation costs will remain within budget.



Expenditure Executive Summary

All Funds – Q2 2013 YTD (March YTD)

Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.
46.2% of Year Elapsed for Payroll Costs. 42% or 50% of Year Elapsed for Monthly Expenses.

4. Operating Costs are 43.1% of the FY2013 Budget

- The total, \$11.5M, is comparable to Jan – June 2012 of \$11.4M
- Q2 YTD average monthly gasoline costs = \$169.6k v. monthly budget = \$183.5. Since gasoline prices often spike in summer months, these costs should be on target by year- end.
- All other object expenditure accounts within this category appear to be on target.

5. Capital spending is at 25.2% of the FY2013 Budget

- Capital spending is driven by the timing of construction projects.

6. Non Operating Costs are 43.7% of the FY2013 Budget

- This category represents monthly payments to other agencies and the allowance for EMS uncollectibles.
 - EMS bad debt expense is slightly over the YTD Budget because billings have increased, but these are non-cash expenses.
 - New billing company will takeover operations May 1.
 - Finance and EMS to review status of previous billings and allowance to determine if adjustments are required.
 - Payments to other agencies are on target.



Expenditure Executive Summary All Funds – Q2 2013 YTD (March YTD)

Summary Statement: Expenses are being managed across all funds. Some variances exist, but are explainable.
46.2% of Year Elapsed for Payroll Costs. 42% or 50% of Year Elapsed for Monthly Expenses.

7. Debt Service is at 63.6% of the FY2013 Budget

- Bond payments are made on a set schedule.
- In November 2012 we made two of the more significant payments making the percent expended appear high as compared to the period of time elapsed.
- We only budgeted 50% of RRDA debt service payments to be covered by General Fund transfers. Because the County has covered 100% of the first six monthly payments, future payments will require additional transfers from the General Fund.

8. Utilities & Insurance are 42.2% of the FY2013 Budget

- Utilities are 38% of the FY Budget, which is on target given seasonality.
- Insurance premiums are 50% of the FY Budget because the premiums are paid according to a set schedule.

9. Transfers are 67.7% of the FY2013 Budget

- Transfers are higher than elapsed year due to the \$2.1M SPLOST reimbursement to the General Fund completed as one transfer in January. This reimbursement represents the Sheriff Vehicles which qualified for SPLOST funding, but were purchased by the General Fund through 2011.
- All other transfers are at or below budget.

AMENDED

AGENDA

Cherokee County Board of Commissioners

May 21, 2013

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/PROCLAMATIONS

Sheriff's Office Awards and Recognitions.

AMENDMENTS TO AGENDA

1. Add item "C" to Chairman's Section: Request to Designate "Canton Rotary Park".

ANNOUNCEMENTS

1. The Outlet Shoppes at Atlanta JOB FAIR / Over 500 jobs available
Northside Hospital-Cherokee Conference Center, 1130 Bluffs Parkway
Thursday, May 23 from 10 a.m. to 2 p.m.
2. Cherokee County Aquatic Center is celebrating: "May is National Water Safety Month"
For information on swim lessons, please visit www.carpa.net or for information on safe water practices visit www.nationalwatersafetymonth.org. Have a safe and enjoyable summer at the pool, the lake or wherever you swim!

3. Commissioner Johnston will hold another in his regular series of town hall meetings on Monday, June 3, at 7:00 p.m. in Cherokee Hall of the County Administration Building on Bluffs Parkway. He will make brief prepared remarks and then listen to comments and answer questions on any subject. All citizens are invited.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM MAY 7, 2013.

As distributed by the County Manager.

APPROVAL OF WORK SESSION MINUTES FROM MAY 7, 2013.

APPROVAL OF REGULAR MEETING MINUTES FROM MAY 7, 2013.

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

ZONING CASES

CASE NUMBER	: 13-01-001
APPLICANT	: Stonetrust Investors, Inc.
ZONING CHANGE	: R-80 to OI
LOCATION	: 3171 Cumming Highway
MAP & PARCEL NUMBER	: 14N29, 036
ACRES	: 4.0
PROPOSED DEVELOPMENT	: Office/Service
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Transition Corridor/Country Estates
PLANNING COMMISSION RECOMMENDATION	: Denial

CASE NUMBER	: 13-05-004
APPLICANT	: Maythawee Kularb
ZONING CHANGE	: RA and R-15 to AG
LOCATION	: 300 Steels Bridge Road

MAP & PARCEL NUMBER : 15N02, 072
ACRES : 5.23 +/-
PROPOSED DEVELOPMENT : Residential Uses
COMMISSION DISTRICT : 3
FUTURE DEVELOPMENT MAP : Suburban Living
PLANNING COMMISSION RECOMMENDATION : Approval

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Resolution in response to Grand Jury Presentments.
- B. Appointment to the Ethics Board.
- C. Amended: Request to designate "Canton Rotary Park".

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Centennial Lakes Subdivision - Pod 15.
-

COUNTY MANAGER

- 2.1 Consideration of Partnership Agreement with SORBA for the Construction and Maintenance of Blanket's Creek Bike Trails.
- 2.2 Award bid to most responsive, responsible proposer, Indoff, in the amount of \$65,165 for the furniture, fixtures and equipment for the new Cherokee County Sheriff Office Law Enforcement Training Center.
- 2.3 Award bid to most responsive, responsible proposer, LMI Systems, Inc., in the amount of \$44,556 for the audio/visual equipment for the new Cherokee County Sheriff Office Law Enforcement Training Center.
- 2.4 Award the construction contract to the lowest responsible bidder, with the most responsive bid proposal for Hobgood Park Phase II project to **Georgia Development Partners, LLC, in the amount of \$1,287,860.47**; for acceptance of the base bid proposal amount, inclusive of the three unit prices, the two allowances and Add Alternate No. 2A MUSCO Lighting System. **A contingency amount of \$100,000.00** (to be controlled by Cherokee County Capital projects) is also requested, **for a total requested amount of \$1,387,860.47**.
- 2.5 Approve non-exclusive referral agreement between Cherokee County and Garden Godfather, Inc., to refer to the County parties who may be interested in purchasing, leasing, or entering into a lease-purchase agreement related to the Ball Ground Recycling facility.
- 2.6 Consider purchase agreement for property located at 9870 Highway 92 for an amount totaling \$530,000 plus \$20,000 brokerage fee with 25 day due diligence period.
- 2.7 Increase the FY2013 revenue budget for receipt of a refund from AT&T and allocate this unbudgeted Revenue to increase the Postage budget for the Tax Commissioner.
- 2.8 Increase the FY2013 General Fund revenue budget to include the 1% administration fees related to the new TAVT, and allocate this unbudgeted revenue to the Tax Commissioner for security enhancements/security equipment purchases.
- 2.9 Consider approval of Professional Services Agreement to low bidder Dell Marketing, L.P. in the amount of \$348,731.46 for the purchase, implementation, and support of storage area network (SAN) hardware and software needed for the Tiburon Project as listed in Phase I. With two options (1) Phase II for the expansion of technology for

other locations and (2) Maintenance for years 4 and 5 which we have the right to exercise later.

2.10 Consider resolution to reduce commission fee charged to the Board of Education.

COUNTY ATTORNEY

3.1 City of Holly Springs Annexation Notice.

ADJOURN

Job Fair!

The Outlet Shoppes at Atlanta Job Fair

Located at Northside Hospital-Cherokee Conference Center, 1130 Bluffs Parkway, Canton, GA 30114

For more
Information contact

Visit our Facebook
The Outlet Shoppes at Atlanta

May 23, 2013

10 a.m. - 2 p.m.

Over 500 Jobs available

Management

Sales Associates

Stock

Maintenance

House Keeping



Visit with stores like Saks Fifth Avenue OFF 5TH, Nike and many more!

 **The Outlet**
Shoppes at Atlanta

CHEROKEE COUNTY
BOARD OF COMMISSIONERS

Work Session

May 7, 2013

3:00 p.m.

Cherokee Hall

MINUTES

The Chairman began at 3:13 p.m. with Commissioners Nelms, Gunnin, and Johnston present. He read various quotes from the book "776 Stupidest Things Ever Said."

Note: Commissioner Poole arrived at 3:43.

1. Presentation by Chief Prather of the Cherokee County HazMat Team as was featured on CBS 46 Atlanta by Chief Prather.

Chief Prather recalled the tragedy at a Texas fertilizer plant and the firefighters who were killed in the fire. Chief Prather expressed that about 90% of our fire fighters in the field are HazMat technicians. All firefighters hired since 2005 are required to have this training. He shared a video featuring the Cherokee County HazMat Team from CBS 46 Atlanta that was shown several days after the fertilizer plant tragedy to show what resources we have in the County.

2. Presentation on Lathemtown Library branch by Sequoyah Regional Library System Director, Susan White.

Chairman Ahrens first mentioned to Ms. White that he had made an appeal to Calvin Hill to see if with the sources he has he could inquire find out about the possibility of a postponement of the Lathemtown library without losing funds. He has not heard back at this time.

Ms. White gave a presentation to show what libraries offer today and what they will be doing in the future. She started with a brief overview of the governance of the libraries and the current libraries in the County. The libraries' operational funding sources are the County, the State, cities, and non-governmental such as late fees. They also receive materials funding which covers items such as books and audio books. Ms. White provided several statistics for the library system. In Fiscal Year 2012, the County libraries had 608,522 visitors. These visitors used computers 114,668 times and checked out 787,694 items.

Chairman Ahrens asked if the funding percentages were fixed. Ms. White clarified that the numbers were specific to 2012 totals. She said the State and County decides how much to give. Once they receive it, they have to manage with what they're given. Commissioner Johnston asked if the State would increase its funding to cover the new branch. Ms. White said they would not and that most of what comes from the State covers the cost of the State employees. She said there are two other counties the funds also have to cover. Ms. White stated they used the Woodstock branch to estimate potential operating costs for the new library, although Woodstock is a larger building. They intend to use more green items in the building, so cost of utilities may decrease. Commissioner Johnston asked if \$300,000 is the approximate operating cost of the Woodstock branch. Ms. White said it is very similar. The Chairman asked about estimated operating costs of R.T. Jones and Ms. White reminded him that is the Library System headquarters so costs are much different. The Chairman asked if their financial statement separates the regional support functions. Ms. White said they do by branch. Commissioner Johnston asked if a little more than half the staff are regional employees. Ms. White stated she thinks it is less than half. Commissioner Nelms asked if they are calculating the potential increase of visits for the new library as the total visits in 2012 divided by six. Ms. White said she assumes there will be some who have gone to the other libraries but also new people who have not visited the others. She added that it wouldn't necessarily equal out at each of the different branches. The two at the south end of the County are the busiest. Ms. White stated that there are new developments in the area and will focus on more of the Children-related programs.

2. Discussion of Regular Agenda Items.

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

The Chairman mentioned that the Aquatic Center will have an Open House on Saturday, May 11th, 10 a.m.-8 p.m. He added there are Library Board re-appointments on the agenda as well as discussion of potential appointments to the Ethics Board.

The Chairman said that he received a response from Calvin Hill's office regarding library funding stating there are three options: Do nothing and lose the money, comply, step aside and let others use the money. He said that it was mentioned with the third option

that it may be possible for Cherokee County to be at the top of the list for subsequent years for this funding.

Commissioner Johnston went over items under **Commission District 1**:

Commissioner Johnston began by saying the County has received complaints about a rooster farm. The greatest disturbance is the noise. He stated that out of this complaint came the realization that revised language to the animal control ordinance excluded livestock as potential nuisance animals. He believes the reason is that State law limits what kinds of regulations the County can have over livestock, particularly those in food production. Commissioner Johnston asks that they look for an appropriate way to include this type of stand-alone rooster farm to be added back as an exception to the exclusion for livestock; so that if there is one that would arise to the level that would be a legitimate nuisance, the County would have some way to bring some enforcement action about. He asks that the County Attorney assist in coming up with suggested language to modify the ordinance so that it could cover roosters not being raised for food production.

Ms. Davis referenced an email she had sent out earlier that had a proposed revision. She raised questions as to whether they want to just limit it to roosters or if they just want to generally get rid of the livestock exemption. The language would have to reference State law and stay within the State law parameter, the County couldn't regulate against them. If someone were to complain to the Marshal's office, they would then have to determine if the complaint meets the criteria under State law to protect it. Commissioner Johnston believes that it could say to someone if they bought agriculturally zoned property and they want to put up chicken houses and they meet all the zoning requirements, they're still at risk because neighbors next door could file a complaint against them and be told they can't raise chickens on that property. He added it could cripple potentially new poultry producers because they would be coming in after their neighbors. Ms. Davis said that the concept would be that if there were to be a bunch of roosters, it's not a poultry farm. Commissioner Johnston is concerned with something as broad as to say that the County could prosecute under State law.

Chairman Ahrens mentioned in a side note regarding a lady who had complained about gunfire in her neighborhood in which he invited her to come and speak during the public comment section and he said he saw on the news earlier that Newton County would be voting on an ordinance that restricts shooting in residential areas with less than two acres. Ms. Davis commented on firearm struggles in the past. She believes the County can regulate the discharge of firearms on a local level. It's just the carrying that has limitations and what State law preempts.

Mr. Cooper went over items under the **Consent Agenda's** portion:

- Approve the surplus of electronic equipment stored in Magistrate Court for disposal on electronics recycling day.
- Request to set a Public Hearing to consider an amendment to Article 11 Signs, of the Cherokee County Zoning Ordinance, to add language to Article 11 to better define and regulate electronic signs in the unincorporated areas of Cherokee County and to amend regulations pertaining to flags and flagpoles.
- Consider surplus of vehicles and equipment from various County departments.
- Approve awarding Professional Services Agreement (PSA) to low bidder WFN Consulting, LLC, for Senior HOME Repair Program lead inspections services.
- Accept proposal for Professional Services Agreement from Ross Associates in the amount of \$19,400.00 to update the Cherokee County Impact Fee Program and approve budget amendment from Impact Fee Fund Reserves in the amount of \$4,400.00.
- Consider approval of QuitClaim Deed from the County to the City of Woodstock for portions of Woodstock Parkway consisting of 4.71 acres and 1.36 acres respectfully.

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

- Authorize award to low bidder for purchase of two Chevrolet Tahoes Special Service Package vehicles for Fire-ES in the amount of \$60,620.00, approve striping and equipping of vehicles, and approve budget amendment.
- Consider approval of proposal from Site Engineering, Inc., for construction of emergency pipe replacement on Woodbridge Chase in Woodbridge Subdivision in the amount of \$87,940.00.
- Approval of MOU between the City of Waleska and the County and approval to purchase approximately 15.59 acres of property for the proposed City of Waleska Park in the amount of \$190,000.00 plus associated closing costs and attorney fees, not to exceed \$1,500.00. Funding of this project is from the Cherokee County Park Bond Funds: City of Waleska Account PR123.
- Approve budget amendment to transfer \$25,000.00 from Technical Services Account in the Engineering Department (Unincorporated County Services Fund) to the Professional Services account; and increase the Insurance Premium Tax revenue, which will be recorded into the Unincorporated County Services Fund, by \$85,000.00.

- Consider approval of agreement between Hobgood Baseball, Inc. and Cherokee County for the use of the Youth Baseball Complex at Hobgood Park as unanimously recommended by the Cherokee Recreation and Parks Advisory Board. Commissioner Nelms confirmed with Mr. Reynolds that when fields are not in use, the public is free to use.
- Approval of granting water and sewer easement and perpetual right-of-way to Cherokee County Water and Sewerage Authority (CCWSA) for and over the water and sewer lines running within and to/from the new Cherokee County Aquatics Center, located at 1200 Gresham Mill Parkway, Holly Springs, Georgia.
- Consider request for purchase of a 2013 Ford F350 Crewcab Service Truck from Wade Ford in the amount of \$26,779.00 for the Roads and Bridges Department.
- Consider approval of a Subgrant Agreement between Cherokee County and the Atlanta Regional Commission for the development of a Comprehensive Transportation Plan (CTP) update.
- Amended: Consider Intergovernmental Agreement (IGA) between the City of Waleska and Cherokee County for the county to administer and enforce Building and Construction Codes, Code Enforcement, Land Use, Fire Protection Codes, and Court Services (Magistrate).

Mr. Cooper added this is a one-year agreement and they would pay \$11,000 annually. We would collect all fees and fines, interest earnings, and revenues. They worked out the insurance details and increased coverage per the County's request. They agreed to pay all legal costs associated with anything that is brought forward. Ms. Davis noted on the insurance that they did increase their coverage and confirmed with the County's broker to be sure the County's officers would be protected under the policy. Another note that to the extent we will have any code enforcement, the County Magistrate Court will sit by designation as a municipal court. It is allowed by law. Judge Drane has been very involved in the process. The County will provide a note for the Judge to sign off on this as we need his approval for his court to do these things. They are still working through some issues he is concerned about. The City Attorney expressed to Ms. Davis she doesn't anticipate more than one or two cases a year. Ms. Davis pointed out in the document that in one section a word was left out and in another section the effective start date was left open for discussion. Commissioner Johnston suggested it be effective immediately.

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

- Ratify Chairman's signature on the Development Authority of Cherokee County Revenue Bond Series 2013 (Cherokee Christian Schools, Inc. Project).

Ms. Davis gave a summary of the background and stated this would comply with the Internal Revenue Code Provision. There is no liability on the County by engaging in this. Commissioner Johnston confirmed with Ms. Davis that should the school not be able to pay back the bond, the County is not held responsible.

The Chairman gave a side note that Ms. Davis has distributed a draft resolution in response to the Grand Jury presentments and would like to have it ready for the next meeting. He added the findings and recommendations are a reflection that prior Grand Jury materials, findings, and discussions are not passed on to a subsequent Grand Jury.

The Chairman asked if there was anything else, hearing none, a motion was moved by Vice-Chairman Nelms to adjourn the Work Session at 4:29 p.m. Commissioner Johnston seconded and the motion carried unanimously.

Executive Session followed.

MINUTES

Cherokee County Board of Commissioners

May 7, 2013

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 6:07 p.m. Those present included Commissioner Harry B. Johnston; Commissioner Raymond Gunnin; Commissioner Brian Poole; Vice Chair/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 5:55 p.m.

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

PRESENTATIONS/PROCLAMATIONS

None Scheduled.

AMENDMENTS TO AGENDA

1. Remove item 3.2 under County Attorney: Etowah Community Development Standards.
2. Add item C under Chairman's Section: Discussion on funding of new library.
3. Add item 2.9 under County Manager Section: Consider Intergovernmental Agreement (IGA) between City of Waleska and the County.
4. Add item 3.2 under County Attorney Section: Approval of Settlement Agreement.

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

ANNOUNCEMENTS

1. A representative from GDOT is setup outside Cherokee Hall to hand out information on Public Open Houses regarding the SR 20 improvements from Canton to Cumming.
2. Woodstock Public Safety Foundation is sponsoring a day of Family Fun Events on Saturday, May 18th, in honor of law enforcement officers who have given their lives in the line of duty.

Hustle for Heroes Charity 5K begins at 7:30 a.m. followed by Police Memorial Ceremony at 10:00 a.m. and Woodstock Spring Festival.

Flyers and registration forms are available on the table outside Cherokee Hall.

3. Electronics Recycling and Shredding Event – City of Canton
Saturday, May 11, 9 a.m. to 2 p.m. / 151 Elizabeth Street
Flyers on table outside Cherokee Hall.
4. Burn Ban is in affect from May 1 through October.
5. Aquatic Center Open House, Saturday, May 11.

APPROVAL OF EXECUTIVE SESSION MINUTES FROM APRIL 16, 2013.

As distributed by the County Manager.

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

APPROVAL OF WORK SESSION MINUTES FROM APRIL 16, 2013.

Commissioner Gunnin made a motion to approve; Commissioner Poole seconded and there was unanimous approval.

APPROVAL OF REGULAR MEETING MINUTES FROM APRIL 16, 2013.

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

PUBLIC HEARING

None Scheduled.

PUBLIC COMMENT

1. Joe Long signed up to speak in opposition of the new library. He also spoke about recent investments including the industrial park on Hwy. 92 at I-75 that he says seems to be empty.

The Chairman added a comment that they would be announcing soon that 15 to 20 acres of the industrial park on Hwy. 92 will have an international company coming in and will provide about 200 jobs.

ZONING CASES

None Scheduled.

COMMISSION BUSINESS

CHAIRMAN

L. B. AHRENS

- A. Reappointments to the Cherokee County Library Board for the term of July 1, 2013 to June 30, 2016: Vicki Benefield, Shelia Garrison, Ann Kinzer and Steve Scott.

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

- B. Discuss Ethics Board candidates.

The Chairman spoke about the Ethics Board vacancy due to the resignation of Jeff Duncan. He said that he had a couple of candidates so far and asked if anyone else had a candidate in mind. He said that Mark Webb with the Ethics Board had spoken to the two candidates, but not the third one he was just informed of. He said that he hoped to be able to vote on an appointment by the second meeting in May.

- C. Amended: Discuss funding for new library.

The Chairman recalled Ms. Susan White's presentation regarding the library system. He said there is a targeted deadline relating to state funding. One consideration was to pursue the construction but not begin operating until Fiscal Year 2014. The Chairman said that he had asked Representative Hill to see if there are other opportunities to keep from losing the state funding. Commissioner Nelms said he would like to see if they could push the funding source back if the state would be inclined. He feels the timing isn't right. Commissioner Gunnin said he backs what Commissioner Nelms said regarding the timing. He added it would be hard to find operating money to fund the library. He offered other less costly solutions for the existing libraries. Commissioner Johnston said he agrees to a point. His concern is that because the architect had already been paid, the County may have to refund that money to the State. He added that they have a vague commitment from an elected official to see if anything can be done to keep the County at the top of the list. If taxes were to be raised it would only add about two dollars per household. He feels the County is at great risk at

losing altogether if they decide to wait. Commissioner Poole said he is not for the library right now. He feels they need to be good stewards of the taxpayer's money. His concern is the gap the County already has to make up for a \$4M shortfall. The Chairman said he expects there will be more challenges on the operating side. If they vote to relinquish their portion but want to stay in line, it shows a commitment to the operating funds. Commissioner Nelms asked if they can formally request from the State Delegation to move the County to the top of the line. The Chairman said Representative Hill would go back to the chairman of the committee with that as a request. He feels there are other counties who are faced with similar circumstances. However, the possibility of maintaining a high ranking on the list is reasonable.

Commissioner Nelms made a motion to postpone the Lathemtown Library and to request State Delegation to move them to the top of the list in the subsequent year; Commissioner Gunnin seconded the motion. The motion carried 4-1, with Commissioner Johnston voting nay.

COMMISSION DISTRICT 1

HARRY B. JOHNSTON

- A. Discuss addition of roosters not used for food production as potential nuisance animals under the Animal Control Ordinance.

Commissioner Johnston gave a brief summation of complaints received of extensive noise from a rooster farm. He said that the current ordinance removes their ability to proceed against such operations. He asks that they come up with appropriate language for a way to include this type of stand-alone rooster farm to be added back as an exception to the exclusion for livestock as potential nuisance animals. State law severely limits their ability to regulate agricultural production of animals for food purposes. He would like to find a way to include this type of rooster farm as a potential nuisance in that they could bring a case before the Magistrate Court if necessary or to limit the number of roosters allowed on the property.

Commissioner Johnston made a motion to ask the County Attorney to draft appropriate language for the Board's consideration to amend the animal control ordinance to include coverage of roosters that are not being raised for food production purposes; Commissioner Nelms seconded and the motion carried unanimously.

COMMISSION DISTRICT 2

RAYMOND GUNNIN

COMMISSION DISTRICT 3

BRIAN POOLE

VICE CHAIR/COMMISSION DISTRICT 4

JASON NELMS

CONSENT AGENDA

- 1.1 Approve the surplus of electronic equipment stored in Magistrate Court for disposal on electronics recycling day.
- 1.2 Request to set a Public Hearing for June 4, 2013 to consider an amendment to Article 11 Signs, of the Cherokee County Zoning Ordinance, to add language to Article 11 to better define and regulate electronic signs in the unincorporated areas of Cherokee County and to amend regulations pertaining to flags and flagpoles.
- 1.3 Consider surplus of vehicles and equipment from various County departments.
- 1.4 Approve awarding Professional Services Agreement (PSA) to low bidder WFN Consulting, LLC, for Senior HOME Repair Program lead inspections services.
- 1.5 Accept proposal for Professional Services from Ross Associates in the amount of \$19,400.00 to update the Cherokee County Impact Fee Program and approve budget amendment from Impact Fee Fund Reserves in the amount of \$4,400.00.
- 1.6 Consider approval of QuitClaim Deed from the County to the City of Woodstock for portions of Woodstock Parkway consisting of 4.71 acres and 1.36 acres respectfully.

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

COUNTY MANAGER

- 2.1 Authorize award to low bidder for purchase of two (2) Chevrolet Tahoes Special Service Package vehicles for Fire-ES in the amount of \$60,620.00, approve striping and equipping of vehicles, and approve budget amendment.

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

- 2.2 Consider approval of proposal from Site Engineering, Inc., for construction of emergency pipe replacement on Woodridge Chase in Woodbridge Subdivision in the amount of \$87,940.00.

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

- 2.3 Approval of MOU between the City of Waleska and the County and approval to purchase approximately 15.59 acres of property for the proposed City of Waleska Park in the amount of \$190,000.00 plus associated closing costs and attorney fees, not to exceed \$1,500.00. Funding of this project is from the Cherokee County Park Bond Funds: City of Waleska Account PR123.

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

- 2.4 Approve budget amendment to transfer \$25,000.00 from Technical Services Account in the Engineering Department (Unincorporated County Services Fund) to the Professional Services account; and increase the Insurance Premium Tax revenue, which will be recorded into the Unincorporated County Services Fund, by \$85,000.00.

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

- 2.5 Consider approval of agreement between Hobgood Baseball, Inc. and Cherokee County for the use of the Youth Baseball Complex at Hobgood Park as unanimously recommended by the Cherokee Recreation and Parks Advisory Board.

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

- 2.6 Approval of granting water and sewer easement and perpetual right-of-way to Cherokee County Water and Sewerage Authority (CCWSA) for and over the water and sewer lines running within and to/from the new Cherokee County Aquatic Center, located at 1200 Gresham Mill Parkway, Holly Springs, Georgia.

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

- 2.7 Consider request for purchase of a 2013 Ford F350 Crewcab Service Truck from Wade Ford in the amount of \$26,779.00 for the Roads and Bridges.

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

- 2.8 Consider approval of a Subgrant Agreement between Cherokee County and the Atlanta Regional Commission for the development of a Comprehensive Transportation Plan (CTP) update.

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

- 2.9 Amended: Consider Intergovernmental Agreement (IGA) between the City of Waleska and Cherokee County for the County to administer and enforce Building and Construction Codes, Code Enforcement, Land Use, Fire Protection Codes, and Court Services (Magistrate).

The County Attorney proposed a motion to include a correction on Page 2 of Section 1.4 of the agreement which would include the "emergency services" which was omitted and also to provide the effective date on Page 4 of Section 8.

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

COUNTY ATTORNEY

- 3.1 Ratify Chairman's signature on the Development Authority of Cherokee County Revenue Bond Series 2013 (Cherokee Christian Schools, Inc. Project).

The Cherokee Christian Schools, Inc. engaged in a funding project with the Development Authority. The current project was a refinancing of the bonds. The County was and is not involved. According to the Internal Revenue process, the Chairman of a local governing authority who sits within the jurisdiction of the Development Authority must approve of the bond and approve of the fact a public hearing was held and certain steps had been taken. There is no financial obligation or liability to the County.

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

- 3.2 Amended: Approval of Settlement Agreement.

This litigation involves a traffic accident that occurred and resulted in a catastrophic injury to a woman who is now completely incapacitated mentally and physically. As a result, there have been extensive medical expenses that have been claimed as well as lost income and wages. Two insurance companies are involved in the case, as well as the insurance company of the contractor who is believed to be the blame for issues associated with the accident. There was a gap in proceeds that would result

in a final resolution. It was determined in the County's best interest to avoid the liability exposure and to bridge the gap and appropriate the \$100,000 in resolution of the claim. The resolution establishes a policy of such claim against a County employee pursuant to section Georgia code 45-9-21 and 22. The resolution would also establish the approval of the Board for the Chairman to execute the Settlement Agreement.

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

ADJOURN

The Chairman asked if there was any further business. Hearing none, Commissioner Nelms made a motion to adjourn at 7:04 p.m.; Commissioner Poole seconded and the motion received unanimous approval.



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: May 10, 2013

SUBJECT: Summary of Zoning Cases

At the May 7, 2013 meeting the Planning Commission reviewed the following items:

Zoning Cases:

CASE NUMBER	: 13-01-001
APPLICANT	: Stonetrust Investors, Inc.
ZONING CHANGE	: R-80 to OI
LOCATION	: 3171 Cumming Highway
MAP & PARCEL NUMBER	: 14N29, 036
ACRES	: 4.0
PROPOSED DEVELOPMENT	: Office/Service
COMMISSION DISTRICT	: 1
FUTURE DEVELOPMENT MAP	: Transition Corridor/Country Estates
PLANNING COMMISSION RECOMMENDATION	: Denial
CASE NUMBER	: 13-05-004
APPLICANT	: Maythawee Kularb
ZONING CHANGE	: RA and R-15 to AG
LOCATION	: 300 Steels Bridge Road
MAP & PARCEL NUMBER	: 15N02, 072
ACRES	: 5.23 +/-
PROPOSED DEVELOPMENT	: Residential Uses
COMMISSION DISTRICT	: 3
FUTURE DEVELOPMENT MAP	: Suburban Living
PLANNING COMMISSION RECOMMENDATION	: Approval



Cherokee County, Georgia Agenda Request

SUBJECT: Subdivision Acceptance
 Centennial Lakes
 Pod 15

MEETING DATE: May 21, 2013

SUBMITTED BY: Geoffrey E. Morton, Public Works Agency Director

COMMISSION ACTION REQUESTED:

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Centennial Lakes Subdivision – Pod 15.

FACTS AND ISSUES:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the Centennial Lakes Subdivision – Pod 15. Based upon their recommendation this project meets the development standards of Cherokee County and it is recommended that all public rights-of-way, roadways and appurtenant drainage structures be accepted for County maintenance.

Included are: Heritage Lane – 313 LF
 Gold Court – 857 LF

BUDGET:

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

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.
Contract: Yes No Ordinance/Resolution: Yes No
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Centennial Lakes Subdivision – Pod 15.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____



Cherokee County Government

ENGINEERING DEPARTMENT

1130 Bluffs Parkway – Canton, Georgia 30114

678-493-6077 – Fax 678-493-6088

May 14, 2013

Mr. L. B. Ahrens, Jr., Chairman
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

**Re: Final Acceptance – Centennial Lakes Pod 15
Including all or part of: Gold Court (857 L.F.) and all of part of Heritage
Lane (313 L.F.)**

Dear Chairman Ahrens:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the aforementioned project. Based upon this information, we conclude that this project meets the Development Standards of Cherokee County.

Therefore, we recommend that the Board of Commissioners accept the rights-of-way, roadways and appurtenant drainage structures within this project for maintenance by Cherokee County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kenny Phelps".

Kenny Phelps
Development Inspection Manager

A handwritten signature in blue ink, appearing to read "Geoffrey E. Morton".

Geoffrey E. Morton, P.E.
County Engineer

GEM/jcc



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within **Centennial Lakes** for County Maintenance.

Whereas, it is hereby found and determined that a portion of **Gold Court (857 L.F.)** and all or a part of **Heritage Lane (313 L.F.)** does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a part of **Gold Court (857 L.F.)** and all or a part of **Heritage Lane (313 L.F.)** having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Centennial Lakes** and located in **Land Lot 1199**, of the **21st District, 2nd Section** of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this _____ day of _____, 2013

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk

STATE OF GEORGIA)
COUNTY OF CHEROKEE)

RESOLUTION NO. 2013-R-013

A RESOLUTION BY THE CHEROKEE COUNTY BOARD OF COMMISSIONERS IN
RESPONSE TO THE GRAND JURY PRESENTMENTS

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, the Grand Jury chosen and sworn to serve the January 2013 term of the Superior Court of Cherokee County issued certain Presentments filed and recorded April 15, 2013, in Jury Book 2, Page 445, with the Clerk of Superior Court of Cherokee County (the "Presentments"); and

WHEREAS, the Grand Jury in a previous interim presentment appointed a special committee to investigate and inquire into the Cherokee County Resource Recovery Development Authority (the "RRDA") and Ball Ground Recycling, LLC ("BGR") and into the purchase of land on Highway 92 by the Cherokee County Development Authority/Office of Economic Development from Jimmy Bobo (the "Investigation"); and

WHEREAS, in conducting its Investigation, the special committee interviewed Attorney Douglas Flint, the attorney for David and Jimmy Bobo, previous County Commissioner Jim Hubbard, Jimmy Bobo, and Cherokee County Board of Commission Chairman, L.B. "Buzz" Ahrens; and

WHEREAS, the Grand Jury made certain Findings and Recommendations upon completion of the Investigation (the "Findings and Recommendations");

WHEREAS, pursuant to this Resolution, the Board of Commissioners wishes to express its appreciation for the diligence and commitment of the Grand Jury as evidenced by its detailed list of Findings and Recommendations, and to respond to the various Findings and Recommendations by clarifying certain issues, announcing relevant actions that have already been taken, and demonstrating intentions to take other actions as suggested by the Grand Jury; and

WHEREAS, in doing so, the Board of Commissioners specifically incorporates by reference its earlier Resolution No. 2012-R-012 and Resolution No. 2013-R-001 in response to the previous Grand Jury Presentments to the extent the Grand Jury has raised the same or similar issues as past Grand Juries.

NOW THEREFORE, BE IT RESOLVED THAT the Cherokee County Board of Commissioners hereby responds to the Grand Jury's Findings and Recommendations as follows:

1. Response to Presentment 11 Findings

The Grand Jury issued certain Findings, but did not list those Findings in an enumerated order for ease of response. Some of the Findings demand response for purposes of correction and clarification. The Findings will be repeated herein and the response shall follow in the order in which they are presented in the Grand Jury Presentments.

Finding: *Mr. Jimmy Bobo moved his businesses, Cherokee Recycling and Woodtech, from Blalock Road and Highway 92 after numerous complaints about his business. Upon vacating the Blalock road site, the county discovered a mass of debris buried on this land. There was conflicting information provided to the Grand Jury regarding if this debris that was removed from the land was in fact unusable material.*

Response: The Board of Commissioners is unaware of any conflict of information provided to the Grand Jury as the Board is not privy to the Grand Jury testimony. However, the County notes that most of the wood debris discovered at the Blalock site was not actually removed. It was left on site per approval of Georgia Environmental Protection Division (“EPD”). Some of the debris was used for erosion control during construction. The remainder of the debris on site was used as fill for a low area of the site, which allowed two additional soccer fields to be constructed.

Finding: *Conflicting information was provided to the Grand Jury as to how the final price for the purchase of the property now known as Ball Ground Recycling was derived. To date, no records from Bank of North Georgia have been provided to the Grand Jury.*

Response: The Board of Commissioners is unaware of any conflict of information provided to the Grand Jury as the Board is not privy to the Grand Jury testimony. However, the County states that it has attempted to obtain documentation from Bank of North Georgia and Mr. Bobo concerning the determination of the final purchase price for the Ball Ground Recycling project land, including information concerning the purchase price and any purchase money loans related to the parcels of land bought by BG Land, LLC in 2006 which make up the Ball Ground Recycling project land conveyed to the RRDA on October 5, 2007. The Bank of North Georgia would not respond to the County’s informal request in the absence of a court subpoena or permission from the customer whose bank records were sought. Mr. Bobo and his numerous entities (including Ball Ground Recycling, LLC and BG Land, LLC) have also not produced these documents, despite numerous informal requests and a formal request as part of the discovery process while Ball Ground Recycling, LLC’s bankruptcy case was still pending.

Finding: *According to the information provided to this Grand Jury, there was no separate real estate attorney representing Cherokee County during the bond process.*

Response: This is correct, however, bond counsel had within his firm, a tax partner and a real estate partner that were working on the bond transaction and the closing of the property.

Finding: *The Certificate Designating Consulting Architect provided to the Grand Jury showed that the RRDA and Ball Ground Recycling jointly selected Sheffer and Grant, Architects, P.C. as the consulting architect for the bond on September 1, 2007.*

Response: While the document known as the Certificate Designating Consulting Architect speaks for itself as to its content and meaning, the County notes that the RRDA approved Sheffer and Grant Architects, P.C. as the consulting architect for the project, but that Mr. Jimmy Bobo actually *selected* Sheffer and Grant Architects, P.C. for the project. Moreover, on page 2 of the Lease Agreement “Consulting Architect” is defined as “the architect employed by the Lessee .. and designated to act on behalf of Issuer [RRDA] by written certificate...”

Finding: *There is currently no sign or other indication located at the Ball Ground Recycling Site to indicate that the land is for lease or sale.*

Response: This is correct as the County has not anticipated that this specialized facility was likely to be sold or leased based on someone driving by and seeing the sign. However, the County is willing to post a sign on the property.

Finding: *To date, there is no indication that all of the members of the current Board of Commissioners have visited the Ball Ground Recycling site.*

Response: With respect to any possible Grand Jury testimony on this point, Chairman Ahrens was the only current member of the Board of Commissioners who was asked to testify. As such, this information would not have been readily available to the Grand Jury based upon personal knowledge.

Finding: *To date, no draw documents or supporting documents have been provided to the Grand Jury by the Bank of New York.*

Response: The County’s Finance Department, the County Attorney’s Office and the previous bankruptcy counsel all requested these documents from the Bank of New York (which is now the Bank of New York Mellon following a merger). Varying responses were received, indicating that a search was underway and another indicating that this backup information was not retained by the bank. Based upon another follow-up inquiry to the Bank of New York Mellon to track down this historical data, the Bank recently produced documents that confirm that the draw request documents already provided to the Grand Jury by the County are the extent of the documents found in the Bank of New York Mellon’s files. In other words, there are no additional documents in the possession of the Bank of New York Mellon that are not already in the possession of the Grand Jury.

Finding: *To date, there is still no lessee for the Ball Ground Recycling site and the County continues to pay \$100,000 per month to the Bank of New York.*

Response: This is accurate. At any one time, the County and RRDA have about three prospects with whom discussions are underway.

Finding: *The Grand Jury is unaware if Cherokee County has an existing policy in regards to how contractor requests for payments in county projects are handled.*

Response: There is county policy on this issue that has been extensively discussed by the County Manager in previous appearances by the Grand Jury. The County Manager provided a detailed packet to the previous Grand Jury regarding the project selection and delivery method used for the Cherokee County Administration Building and Conference Center Project as an example of a large county construction project (refer to attached flowchart) and the policies associated with such a county construction project. Copies of the Design-Build RFP, Contract and other documents were provided to the Grand Jury.

Finding: *According to the information provided to this Grand Jury, the Cherokee County Development Authority/Office of Economic Development (CCDA/OED) purchased 53 acres on James Dupree and Highway 92 from one of the Bobo Companies, BG Land, for \$5.5 million on August 31, 2009 funded by a note from Sun Trust Bank. As a part of the sale of that property, Jimmy Bobo agreed to move his Woodtech operation to the Ball Ground Recycling Facility and remove all the mulch he had on-site. The CCDA/OED also purchased an adjoining 42 acre lot called the "Tyson Tract" for \$1.9 million on November 30, 2010. Of those 100 acres, 53 have been declared an Opportunity Zone by the state Department of Community Affairs. The 100 acres will become the Cherokee 75 Corporate Park.*

Response: The Board of Commissioners cannot speak to all of the terms associated with the sale of property from Jimmy Bobo to the CCDA/OED as it was not directly involved. However, the Board notes only that to the extent the County was involved, there was an agreement dated February 22, 2005, in which relocation was discussed. A copy of this agreement is attached hereto as Exhibit "A".

2. Response to Presentment 11 Recommendations

Recommendation 1: *The Grand Jury recommends that the Resource Recovery Development Authority (RRDA) meet bi-monthly in conjunction with the Board of Commissioners' meetings until such time as a lessee or purchaser is located for the Ball Ground Recycling site.*

Response to Recommendation 1: The County appreciates this suggestion and is pleased to advise that it has met and exceeded the recommendation by meeting monthly as of March, 2013. Additionally, the RRDA is free to call special meetings at any time in its discretion.

Recommendation 2: *The Grand Jury recommends that an outside real estate firm be engaged to find a lessee/purchaser for the Ball Ground Recycling site. Furthermore, the Grand Jury recommends that there be a sign placed immediately at the Ball Ground Recycling site to advertise that the site is for lease/sale.*

Response to Recommendation 2: The County and RRDA agree that the services of a marketing or brokerage company could be useful to their efforts to lease or sale the BGR site.

The County and the RRDA have already been working with a consultant who specializes in the industry associated with the function of the BGR facility, and who has brought several prospects. In that regard, the County and the RRDA have been working on development of a referral agreement that will formalize the existing relationship and form the basis for future agreements that will provide financial incentives to any firm or individual who can find a lessee, buyer, and/or operator.

Recommendation 3: *The Grand Jury recommends that the next Grand Jury appoint a citizen advisory committee to oversee all future transactions of the Resource Recovery Development Authority.*

Response to Recommendation 3: As of January 1, 2013, the RRDA majority was composed of citizens who are not elected members of the Cherokee County Board of Commissioners. Thereafter, as of July 1, 2013, two additional citizens will be added in replacement of the currently sitting commissioners, such that the RRDA will be made up entirely of non-commissioner citizens. The County believes that this provides the ultimate “citizen advisory committee” as it will be controlled by citizens. In addition, all meetings of the RRDA are required by law to be open to the public, affording additional opportunities for citizen oversight.

Recommendation 4: *The Grand Jury recommends that until a lessee or purchaser for the Ball Ground Recycling site is found, a report regarding the progress of locating a suitor be given to the public once a month during the scheduled BOC meetings.*

Response to Recommendation 4: The Board of Commissioners and the RRDA have made periodic announcements about progress and efforts towards locating a lessee, purchaser, and/or operator for the BGR site. However, the County would be pleased to make it a point to address this at least monthly during the regularly scheduled Board of Commissioner meetings as requested. The County notes that the updates will often need to be general in nature as the prospect entities typically demand confidentiality, which the County is willing to respect until such time as a deal appears to be forthcoming and the public process of review and approval must commence.

Recommendation 5: *The Grand Jury recommends that the current BOC visit the Ball Ground Recycling site to familiarize himself/herself with the property.*

Response to Recommendation 5: The Board of Commissioners appreciates and accepts this recommendation, and states that all commissioners either have visited the site or intend to do so. The Board of Commissioners further states that it believes it is important for the members of the newly constituted RRDA to visit the site as well, including those new members who will be added in replacement of the commissioner members as of July 1st.

Recommendation 6: *The Grand Jury recommends that the BOC engage the services of a real estate attorney for all future transactions involving the purchase or sale of land in lieu of using the services of the county attorney.*

Response to Recommendation 6: While the County suspects this recommendation stems from the concerns about the land acquisition aspects of the bond transaction, the County Attorney's office was not involved with, or charged to oversee, the land acquisition. In contrast, the County Attorney's office routinely handles buying and selling of property for the County and is fully capable of continuing to do so. Otherwise, unnecessary costs and duplication of efforts and information would be added to the County's land acquisition process.

Recommendation 7: *The Grand Jury recommends that in the future before the County enters into any intergovernmental agreement with a private individual or corporation, the County ensure the citizens are properly informed about the intergovernmental agreement by discussing the matter at a minimum of two public BOC meetings.*

Response to Recommendation 7: In the current transaction, there was no intergovernmental agreement with a private individual or private corporation. Instead, an intergovernmental agreement is one existing between two governmental entities, and in this case, it was between the County and the RRDA. The private party, BGR, is simply a party to a Lease Agreement and the recipient of funds as a result of the bond process, which process consisted of multiple public meetings, public hearings, and a publicly advertised bond validation hearing before the Superior Court at which citizens were invited to attend and voice their objections to the transaction. Nonetheless, as emphasized in previous responses to presentments, the County has no intention of embarking upon another bond transaction with a private individual or corporation.

Recommendation 8: *The Grand Jury recommends that all county employees that answer directly to the BOC have an annual job performance review to ensure compliance with the professional oath of honor that each signed.*

Response to Recommendation 8: The County Manager and County Clerk are the only employees who report directly to the Board of Commissioners. The Chairman has conducted job performance reviews in the past, and routinely addresses performance issues as they arise using his best judgment and drawing upon years of executive management experience to decide when such reviews have been pertinent. The County is pleased to accept this recommendation and adopt an annual review process that is consistent with reviews of all other employees.

Recommendation 9: *The Grand Jury recommends that at least two signatures be required for all checks written in an amount over \$500,000. The Grand Jury further recommends that all draw requests on all public projects in an amount over \$500,000 be submitted to the entire BOC for approval. Furthermore, the Grand Jury recommends that before any approval of any draw request is made, all of the supporting documents required by the contract be attached to the draw request.*

Response to Recommendation 9: The Board of Commissioners accepts the recommendation, and indeed, currently exceeds the recommendation with its current practices and policies. Specifically, all checks over \$500,000.00 require two signatures. Additionally, all

contracts involving purchases over \$25,000.00 are submitted to the Board of Commissioners for approval.

With respect to construction projects, which currently are primarily related to the Parks Bond projects, the Project Manager reviews all invoices submitted by the contractor, which are signed off on by the architect, and then the Project Manager submits the invoice to the Budget Liaison involved in the project. Finally, the project invoice is submitted to the CFO for final approval, resulting in the involvement of three people for the Parks Bond construction projects.

The Board of Commissioners further refers the Grand Jury to the Cherokee County Purchasing Ordinance that further detail procedures utilized by the County for such things as purchasing, bids, and approvals.

Recommendation 10: *The Grand Jury recommends that the BOC request the Bank of New York to produce to the BOC any and all draw requests and supporting documents submitted to the Bank of New York for release of bond funds to Mr. Jimmy Bobo.*

Response to Recommendation 10: This has been done and it has been confirmed that the Bank of New York Mellon has no other documents in its files over and above what has already been provided to the Grand Jury by the County.

Recommendation 11: *The Grand Jury recommends that no future grand jury investigate the Ball Ground Recycling matter any further until the forensic audit is completed.*

Response to Recommendation 11: The County appreciates this recommendation and agrees. The forensic audit was commenced in large part due to the request of the Grand Jury and former District Attorney, and under their guidance as to selection of the auditor and the process for the audit. As such, it is anticipated that the results of the forensic audit will answer the concerns and questions of the Grand Jury far more effectively and comprehensively than any continued piecemeal testimony and production of documents could do.

Recommendation 12: *The Grand Jury recommends that the District Attorney file a motion seeking an order of the Court to release all documents and information obtained during the investigation of the RRDA and Ball Ground Recycling by the May 2012 Grand Jury, the September 2012 Grand Jury and the January 2013 Grand Jury if any future grand jury votes to investigate the RRDA and Ball Ground Recycling.*

Response to Recommendation 12: The County appreciates this recommendation and agrees that it would be highly desirable to avoid the duplicative efforts that have been necessary with previous Grand Juries.

BE IT FURTHER RESOLVED THAT, the Board of Commissioners thanks the Grand Jury for its service and stands ready to take the steps outlined or continue the steps outlined in this Resolution in furtherance of the Grand Jury's Recommendations.

SO RESOLVED this ____ day of May, 2013.

**CHEROKEE COUNTY BOARD OF
COMMISSIONERS**

L.B. Ahrens, Chairman

ATTEST:

Christy Black, County Clerk

DRAFT

CHEROKEE COUNTY

STATE OF GEORGIA

GRAND JURY PRESENTMENTS

TO:

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

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

**The Honorable David L. Cannon, Jr.
Judge, Superior Court
Cherokee County, Georgia**

We, the members of this Grand Jury, chosen and sworn to serve the January 2013 term of the Superior Court of Cherokee County, hereby submit the following report and recommendations.

We, the January 2013 Grand Jury heard 242 bills of indictment, returned 242 true bills and 0 no bills.

PRESENTMENT 1

We, the January 2013 Grand Jury commend Superior Court Chief Bailiff Jane Johnson, Bailiff Johnny Champion and all bailiffs for their diligent assistance in arranging materials for Grand Jury proceedings, managing the schedule for cases to be presented, coordinating Grand Jury payroll, and ensuring that proceedings run smoothly.

PRESENTMENT 2

We, the January 2013 Grand Jury, commend District Attorney Shannon Wallace and each of her Assistant District Attorneys, Investigators and staff members for all of their hard work in preparing and presenting all of the cases brought before this Grand Jury.

PRESENTMENT 3

We, the January 2013 Grand Jury, commend the May 2012 and September 2012 Grand Juries for all of their hard work, especially in regards to the investigation of Ball Ground Recycling.

PRESENTMENT 4

We, the January 2013 Grand Jury, sincerely express our appreciation of the director and staff of the Anna Crawford Children's Center for the tremendous assistance and comfort provided to at-risk and victimized children in our community.

PRESENTMENT 5

We, the January 2013 Grand Jury, commend all of the law enforcement officers of Cherokee County for their hard work and their continued dedication to protecting the citizens of this county.

PRESENTMENT 6

We, the January 2013 Grand Jury, express thanks to Solicitor-General Jessica Moss for informing the Grand Jury about the Cherokee County Solicitor General's Office and thank her and her staff for their hard work in prosecuting the misdemeanor offenses in Cherokee County.

PRESENTMENT 7

We, the January 2013 Grand Jury, sincerely express thanks to Clerk of Court, Patty Baker, for a thorough and knowledgeable overview of the Board of Tax Equalization and for explaining the appointment process to the Grand Jury.

PRESENTMENT 8

We, the January 2013 Grand Jury, sincerely express thanks to Cherokee County Sheriff Roger Garrison, Major Karen Johnson, other staff members of the Cherokee County Sheriff's Office and Adult Detention Center, Renee Cornelison of the Cherokee Office of Homeland Security-Emergency Management (OHS-EM), and the shift supervisors and staff of the 911 Center for hosting an informative tour. The Detention Center was found to be well-lit, clean and effectively managed. The OHS-EM and the 911 Center were both highly efficient and effectively run.

PRESENTMENT 9

We, the January 2013 Grand Jury, would like to express our sincere gratitude to District Attorney Administrative Assistant Joan Padgett for always going above and beyond the call of duty to help the January 2013 Grand Jury.

PRESENTMENT 10

We, the January 2013 Grand Jury, after examining the applications for the vacant position on the Cherokee County Board of Tax Equalization, voted to appoint Sydney Barker to fill the vacant position. Ms. Barker will hold this position until May of 2015.

PRESENTMENT 11

We, the January 2013 Grand Jury, in a previous interim presentment appointed Maureen Rowson, David Ledford, Karen Postell, Vernon Lingerfelt and Anice Ward to a special committee to investigate and inquire into the Cherokee County Resource Recovery Development Authority (RRDA) and the Ball Ground Recycling Center and into the purchase of land on Highway 92 by the Cherokee County Development Authority/Office of Economic Development from Jimmy Bobo. Due to illness, Vernon Lingerfelt was excused from the special committee and the Grand Jury voted to add David Campbell to the special committee.

The Committee interviewed the following individuals: Attorney Douglas Flint, attorney for David and Jimmy Bobo, Previous County Commissioner Jim Hubbard, Jimmy Bobo, and County Commission Chairman L.B. "Buzz" Ahrens.

The Committee reviewed documents provided by Misti Martin, President of the Office of Economic Development, and all available documents related to the dealings between the BOC/RRDA/County Management and Mr. Jimmy Bobo et al/BGR. The Committee also reviewed documents provided by Mr. Jimmy Bobo.

The Committee reported to the Grand Jury. Based upon the Committee's report, the Grand Jury found:

Findings:

Mr. Jimmy Bobo moved his businesses, Cherokee Recycling and Woodtech, from Blalock Road and Highway 92 after numerous complaints about his business. Upon vacating the Blalock road site, the county discovered a mass of debris buried on this land. There was conflicting information provided to the Grand Jury regarding if this debris that was removed from the land was in fact unusable material.

Conflicting information was provided to the Grand Jury as to how the final price for the purchase of the property now known as Ball Ground Recycling was derived. To date, no records from Bank of North Georgia have been provided to the Grand Jury.

According to the information provided to this Grand Jury, there was no separate real estate attorney representing Cherokee County during the bond process.

The Certificate Designating Consulting Architect provided to the Grand Jury showed that the RRDA and Ball Ground Recycling jointly selected Sheffer and Grant, Architects, P.C. as the consulting architect for the bond on September 1, 2007.

There is currently no sign or other indication located at the Ball Ground Recycling Site to indicate that the land is for lease or sale.

To date, there is no indication that all of the members of the current Board of Commissioners have visited the Ball Ground Recycling site.

To date, no draw documents or supporting documents have been provided to the Grand Jury by the Bank of New York.

To date, there is still no lessee for the Ball Ground Recycling site and the County continues to pay \$100,000 per month to the Bank of New York.

The Grand Jury is unaware if Cherokee County has an existing policy in regards to how contractor requests for payments in county projects are handled.

According to the information provided to this Grand Jury, the Cherokee County Development Authority/Office of Economic Development (CCDA/OED) purchased 53 acres on James Dupree and Highway 92 from one of the Bobo Companies, BG Land, for \$5.5 million on August 31, 2009 funded by a note from Sun Trust Bank. As a part of the sale of that property, Jimmy Bobo agreed to move his Woodtech operation to the Ball Ground Recycling Facility and remove all the mulch he had on-site. The CCDA/OED also purchased an adjoining 42 acre lot called the "Tyson Tract" for \$1.9 million on November 30, 2010. Of those 100 acres, 53 have been declared an Opportunity Zone by the state Department of Community Affairs. The 100 acres will become the Cherokee 75 Corporate Park.

Recommendations

Recommendation 1: The Grand Jury recommends that the Resource Recovery Development Authority (RRDA) meet bi-monthly in conjunction with the Board of Commissioners' meetings until such time as a lessee or purchaser is located for the Ball Ground Recycling site.

Recommendation 2: The Grand Jury recommends that an outside real estate firm be engaged to find a lessee/purchaser for the Ball Ground Recycling site. Furthermore, the Grand Jury recommends that there be a sign placed immediately at the Ball Ground Recycling site to advertise that the site is for lease/sale.

Recommendation 3: The Grand Jury recommends that the next Grand Jury appoint a citizen advisory committee to oversee all future transactions of the Resource Recovery Development Authority.

Recommendation 4: The Grand Jury recommends that until a lessee or purchaser for the Ball Ground Recycling site is found, a report regarding the progress of

locating a suitor be given to the public once a month during the scheduled BOC meetings.

Recommendation 5: The Grand Jury recommends that the current BOC visit the Ball Ground Recycling site to familiarize himself/herself with the property.

Recommendation 6: The Grand Jury recommends that the BOC engage the services of a real estate attorney for all future transactions involving the purchase or sale of land in lieu of using the services of the county attorney.

Recommendation 7: The Grand Jury recommends that in the future before the County enters into any intergovernmental agreement with a private individual or corporation, the County ensure the citizens are properly informed about the intergovernmental agreement by discussing the matter at a minimum of two public BOC meetings.

Recommendation 8: The Grand Jury recommends that all county employees that answer directly to the BOC have an annual job performance review to ensure compliance with the professional oath of honor that each signed.

Recommendation 9: The Grand Jury recommends that at least two signatures be required for all checks written in an amount over \$500,000. The Grand Jury further recommends that all draw requests on all public projects in an amount over \$500,000 be submitted to the entire BOC for approval. Furthermore, the Grand Jury recommends that before any approval of any draw request is made, all of the supporting documents required by the contract be attached to the draw request.

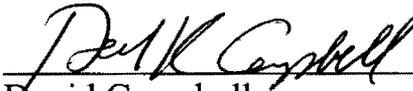
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Recommendation 11: The Grand Jury recommends that no future grand jury investigate the Ball Ground Recycling matter any further until the forensic audit is completed.

Recommendation 12: The Grand Jury recommends that the District Attorney file a motion seeking an order of the Court to release all documents and information obtained during the investigation of the RRDA and Ball Ground Recycling by the

May 2012 Grand Jury, the September 2012 Grand Jury and the January 2013 Grand Jury if any future grand jury votes to investigate the RRDA and Ball Ground Recycling.

Respectfully submitted this 9th day of April, 2013.



David Campbell
Grand Jury Assistant Foreman

CHEROKEE COUNTY

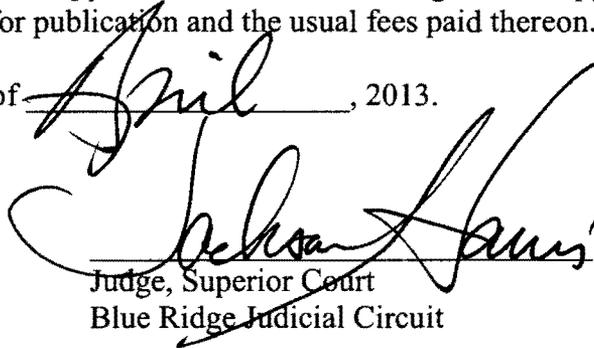
STATE OF GEORGIA

ORDER

It is ordered that the within and foregoing Grand Jury Presentments having been read and considered, the same be filed.

It is further ordered that a copy of the Presentments along with a copy of this Order be sent to the Cherokee Tribune for publication and the usual fees paid thereon.

This the 15th day of April, 2013.



Judge, Superior Court
Blue Ridge Judicial Circuit



Rotary Club of Canton

Service Above Self

P.O. Box 407
Canton, GA 30169

May 17, 2013

Jerry W. Cooper
County Manager
Cherokee County Administration Building
1130 Bluffs Parkway
Canton, GA 30114

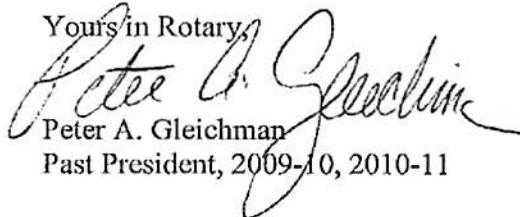
Re: Request for Designation of "Canton Rotary Park"

Dear Jerry,

I am writing to you on behalf of, and at the request of, President Jeff Mitchell of the Rotary Club of Canton. The Canton club would like to have the area between the Old and New Cherokee County Courthouses designated as "Canton Rotary Park." As you know, the Rotary Club of Canton already has a strong presence in that park, having erected the Public Safety Memorial and, more recently, having placed a time capsule in honor of the club's 75th anniversary. The club would assume responsibility for maintaining the park, picking up trash and generally making sure the park is well kept. Our desire would be to place a sign, which can be approved in advance by yourself and/or the Board of Commissioners, identifying the park as "Canton Rotary Park," at the front, and perhaps the rear, of the park.

Thank you in advance for the county's consideration of this request.

Yours in Rotary,


Peter A. Gleichman
Past President, 2009-10, 2010-11



Cherokee County, Georgia Agenda Request

SUBJECT: Subdivision Acceptance
Centennial Lakes
Pod 15

MEETING DATE: May 21, 2013

SUBMITTED BY: Geoffrey E. Morton, Public Works Agency Director

COMMISSION ACTION REQUESTED:

Consider final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Centennial Lakes Subdivision – Pod 15.

FACTS AND ISSUES:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the Centennial Lakes Subdivision – Pod 15. Based upon their recommendation this project meets the development standards of Cherokee County and it is recommended that all public rights-of-way, roadways and appurtenant drainage structures be accepted for County maintenance.

Included are: Heritage Lane – 313 LF
Gold Court – 857 LF

BUDGET:

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

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.
Contract: Yes No Ordinance/Resolution: Yes No
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

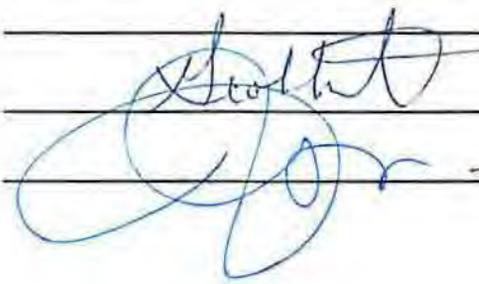
Final acceptance of all public rights-of-way, roadways and appurtenant drainage structures in the Centennial Lakes Subdivision – Pod 15.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____





Cherokee County Government

ENGINEERING DEPARTMENT

1130 Bluffs Parkway – Canton, Georgia 30114

678-493-6077 – Fax 678-493-6088

May 14, 2013

Mr. L. B. Ahrens, Jr., Chairman
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

**Re: Final Acceptance – Centennial Lakes Pod 15
Including all or part of: Gold Court (857 L.F.) and all of part of Heritage
Lane (313 L.F.)**

Dear Chairman Ahrens:

The Development Control Division of the Cherokee County Engineering Department has reviewed the development plans and supervised the construction of the aforementioned project. Based upon this information, we conclude that this project meets the Development Standards of Cherokee County.

Therefore, we recommend that the Board of Commissioners accept the rights-of-way, roadways and appurtenant drainage structures within this project for maintenance by Cherokee County.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kenny Phelps".

Kenny Phelps
Development Inspection Manager

A handwritten signature in cursive script, appearing to read "Geoffrey E. Morton".

Geoffrey E. Morton, P.E.
County Engineer

GEM/jcc



Cherokee County Government
ENGINEERING DEPARTMENT
1130 Bluffs Parkway – Canton, Georgia 30114
678-493-6077 – Fax 678-493-6088

RESOLUTION

A Resolution accepting the streets or portions of streets within **Centennial Lakes** for County Maintenance.

Whereas, it is hereby found and determined that a portion of **Gold Court (857 L.F.)** and all or a part of **Heritage Lane (313 L.F.)** does meet the requirements as set forth in the Subdivision Regulations of Cherokee County, Georgia pertaining to the streets and rights-of-way.

Now Therefore, be it resolved by the Board of Commissioners of Cherokee County that all or a part of **Gold Court (857 L.F.)** and all or a part of **Heritage Lane (313 L.F.)** having a fifty foot (50) right-of-way and drainage ways within the rights-of-way of **Centennial Lakes** and located in **Land Lot 1199, of the 21st District, 2nd Section** of Cherokee County, Georgia are accepted and will be maintained by said County from this date forward.

Adopted this 21st day of May, 2013

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk



Cherokee County, Georgia Agenda Request

SUBJECT: Partnership Agreement with SORBA for Blankets Creek MEETING DATE: 5/21/13

SUBMITTED BY: Bryan Reynolds, CRPA Director

COMMISSION ACTION REQUESTED:

Consideration of Partnership Agreement with SORBA for the Construction and Maintenance of Blanket's Creek Bike Trails

FACTS AND ISSUES:

This agreement updates the previous agreement and extends it for 10 years while allowing for 2 (5) year extensions.

Under the agreement, SORBA will continue its role in constructing and maintaining the trail system, maintain a National Mountain Bike Patrol chapter, close the trails for inclement weather and inform the public of trail status through their web site and hotline, as well as other responsibilities. Cherokee County will continue the responsibilities of providing routine maintenance to the parking lot and amenities area, pay the utilities, etc.

The agreement has been reviewed by the county attorney. It was reviewed and recommended for approval (5-0) by the Recreation & Parks Advisory Board at their April 17th meeting.

BUDGET:

Budgeted Amount:	NA	Account Name:
Amount Encumbered:	NA	Account #:
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: Yes No Ordinance/Resolution: Yes No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approval of Partnership Agreement with SORBA for the Construction and Maintenance of Blanket's Creek Bike Trails

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: Bryan Reynolds

COUNTY MANAGER: _____

**PARTNERSHIP AGREEMENT
BETWEEN
CHEROKEE COUNTY, GA
AND THE
SOUTHERN OFF-ROAD BICYCLE ASSOCIATION, INC.**

This Agreement entered into this ____ day of _____, 2013 by and between Cherokee County, GA (hereinafter referred to as the "County") and the Southern Off-Road Bicycle Association, Inc., a not-for-profit, volunteer corporation (hereinafter referred to as "SORBA").

WHEREAS, the County is dedicated to providing a "Superior Quality of Life" for its residents through the pursuit of its goal to preserve the Beauty, Unique Character, and Desirability of the Community where we live, work, and play; and,

WHEREAS, one of the County's priorities is to enhance recreational opportunities for residents and visitors of Cherokee County through practices that involve community-based organizations and agencies as true partners in our recreation and parks system; and,

WHEREAS, SORBA's mission is preserve, protect, and educate the community through advocacy, mountain bike trail development, and trail maintenance in Cherokee County;

NOW THEREFORE, in consideration of the covenants and conditions set forth herein the parties agree as follows:

Article I – Purpose of the Agreement

The purpose of this Agreement is to define a framework of collaboration between the County and SORBA for the construction, maintenance and management of a mountain bike trail system located near Blankets Creek on property located at 2125 Sixes Road Canton GA 30114 (consisting of approximately 358 acres) and leased by the County from the United States Army Corps of Engineers ("USACE").

Article II – Effective Date of Agreement

This Agreement shall become effective upon adoption by the Cherokee County Board of Commissioners and the SORBA Board of Directors.

Article III – Duration of the Agreement

This Agreement shall extend for a term of ten (10) years from the date the Agreement is executed by the Parties and shall allow for two (2), five (5) year extensions with the written approval of both Parties. 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 SORBA Woodstock at least thirty (30) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in SORBA until fully paid for by the County.

Article IV – Cherokee County’s Responsibilities

The County shall:

1. Make reasonable efforts to maintain a lease with the USACE for the property.
2. Provide a base infrastructure including restrooms, parking facilities, activity pavilion, and other improvements beneficial to the purpose of the Blankets Creek trail system as determined by the County.
3. Provide routine maintenance for the parking and common access areas. This includes:
 - a. Mowing grass areas regularly during the growing season;
 - b. Trash collection once per week in the parking and common areas;
 - c. Clean restrooms once per week; and,
 - d. Maintain and repair asphalt and gravel drives and parking as needed.
4. Provide appropriate safety and informational signs at the trail head.
5. Encourage mountain biking as the primary purpose for the Blankets Creek trail system. Walking, jogging and other foot traffic will be allowed. Horses shall not be permitted on the Blankets Creek trail system. Motorized vehicles shall not be allowed on the Blankets Creek trail system except for use by maintenance or emergency personnel.
6. Enforce such County Ordinances as they apply to activities within the park.
7. Permit SORBA Woodstock to conduct fund-raising on site that will directly benefit the trail system including a donation box at the trail head.
8. Pay all utilities associated with the parking lot and restroom facilities.
9. Permit SORBA Woodstock to use water to moisten the skills yard features, provided SORBA Woodstock abides by all state and County outdoor watering restrictions.

Article V – SORBA’s Responsibilities

SORBA shall:

1. Provide regular maintenance of the trails.
2. Collaborate with the County and/or its design consultant on trail layout and design. Participate in the review process with the County and USACE for their written approval of new trails or modifications to existing trails **prior** to the start of construction or modification.
3. Abide by any set-backs or buffers established by the County along property lines for the establishment of new trails or modification of existing trails.
4. Secure funding for trail construction and maintenance.
5. Provide construction of approved trails utilizing either volunteers or trail building professionals.
6. Ensure that all trail construction and maintenance performed by SORBA is supervised by Crew Leaders who are trained and certified through the Georgia Trails Education Program or International Mountain Bike Association (“IMBA”). Construction and maintenance work performed by SORBA will meet the IMBA standards for sustainable trail construction.
7. Maintain an IMBA National Mountain Bike Patrol Chapter to educate, assist, and inform trail riders as well as patrol the trails on a regular basis while providing assistance to riders and emergency personnel in case of accident or injury.
8. Provide an annual inspection of all bridge and wooden structures on the trails by a state licensed structural engineer.

9. Open and close the trail based on County park operating hours and weather conditions and inform the public through a website and/or hotline of trail closings.
10. Provide a SORBA Donation Box to collect funds for trail construction and maintenance.
11. Encourage safe riding, provide safe biking education programs and teach proper riding skills through clinics and other programs.
12. Sponsor occasional special events and/or races. Any events which take place on the Blankets Creek trail system shall obtain any required special-use permits from the County.

Article VI – Use of Facilities

The County will permit SORBA to utilize one half of the metal storage building at the park to store tools and equipment used by SORBA to construct and maintain the trails. It is SORBA's responsibility to insure any property stored on County property. The County is not responsible for theft or damage of such items.

SORBA will be permitted to use the pavilions in the park at no charge for association-sponsored events. SORBA must contact the Cherokee Recreation & Parks Agency ("CRPA") office to reserve a pavilion at least one (1) month prior to the desired date(s).

Article VII – Liability Insurance

SORBA shall secure and maintain comprehensive general liability insurance for the entire term of this agreement to cover all SORBA activities in the park and related uses. Said insurance shall be in the amount of not less than \$1 million per occurrence. The County shall be named additional insured for said policy or policies. Each time this Agreement is extended, the County reserves the right to review and adjust the minimum amount of insurance coverage required of SORBA.

Article VIII – Indemnification

SORBA shall bear all losses and damages directly or indirectly resulting to it on account of its performance pursuant to this Agreement. SORBA 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 performance under this Agreement, or operations by SORBA, any subcontractor, anyone directly or indirectly employed by SORBA or subcontractor or anyone for whose acts SORBA 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 SORBA, any subcontractor, anyone directly or indirectly employed by SORBA or subcontractor or anyone for whose acts SORBA 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. 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.

Article XI – Interpretation

This Agreement has been and shall be construed as having been made and delivered in the State of Georgia and it is mutually agreed and understood by both Parties that this Agreement shall be governed by the laws of the State of Georgia. Venue shall be Cherokee County, Georgia.

Article X – Amendments / Modification

The provisions of this Agreement may be amended only upon the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

Article XI – Entire Agreement

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

Article XII – Ratification

Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

Article XIII – Severability

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

Article XIV – Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, SORBA agrees that, during performance of this Agreement, SORBA, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, SORBA agrees to comply with all applicable implementing regulations and shall include the provisions of this Article XII in every subcontract for services contemplated under this Agreement.

ARTICLE XV – 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 SORBA 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 SORBA’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. SORBA 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 SORBA employs or contracts with any subcontractor(s) in connection with the covered contract, SORBA 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, SORBA 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 SORBA's and SORBA's subcontractors' verification process at any time to determine that the verification was correct and complete. SORBA and SORBA'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 SORBA or SORBA's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, SORBA and SORBA'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 SORBA or SORBA'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. SORBA's failure to cooperate with the investigation may be sanctioned by termination of the contract, and SORBA shall be liable for all damages and delays occasioned by the County thereby.

SORBA 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. SORBA'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.

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

_____ 500 or more employees.

_____ 100 or more employees.

_____ Fewer than 100 employees.

SORBA hereby agrees that, in the event SORBA employs or contracts with any subcontractor(s) in connection with this Agreement, SORBA 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 SORBA's legal status in the County each time that SORBA obtains a public benefit, including any

contract, from the County. SORBA 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, SORBA verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing SORBA's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). SORBA 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).

IN WITNESS THEREOF, The County and SORBA have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 2013.

CHEROKEE COUNTY, GA

L.B. Ahrens, Jr., Chairman

ATTEST:

Christy Black, County Clerk

CRPA ADVISORY BOARD RECOMMENDED:

Chris Hampton, Chairman
Recommended by CRPA Advisory Board _____
Date

SORBA

SORBA President

ATTEST:

SORBA Secretary/Treasurer

[AFFIX CORPORATE SEAL]

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:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, _____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

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:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, __, 201__ in _____(city),
_____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]
My Commission Expires:

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

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

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

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

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

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20 ____

NOTARY PUBLIC

My Commission Expires:



Cherokee County, Georgia Agenda Request

SUBJECT: Sheriff Office Training Center FF&E

MEETING DATE: 5/21/2013

SUBMITTED BY: Procurement & Risk Management for SO Training Division

COMMISSION ACTION REQUESTED:

Award bid to most responsive, responsible proposer, Indoff, in the amount of \$65,165 for the furniture, fixtures and equipment for the new Cherokee County Sheriff Office Law Enforcement Training Center.

FACTS AND ISSUES:

Request for Proposals (RFP) #2013-37 was released on April 10, 2013 for equal or better quality/construction for the Furniture, Fixtures and Equipment (FF&E) for the Cherokee County Sheriff Office Law Enforcement Training Center (Training Center). There were six (6) Proposals received on April 26, 2013.

The Procurement Department reviewed all Proposals and all were considered "responsive". The Sheriff Office Training Division Staff ranked the Proposals based on the criteria and weighting outlined in the RFP documents. The results were as follows:

Company	Total Points (Out of 100)	Price
Indoff	100	\$65,164.64
ATD American	83.2	\$76,163.45
McGarity's	80.2	\$78,078.50
Staples	62.6	\$95,029.96

Only the four (4) above Proposals were ranked "apples" to "apples". The other two Proposers were not ranked with the others because they only bid a portion of the listed items. Therefore their bids were compared item to item, not in total, to the low bid, Indoff. Neither of the two Proposers pricing overall for the limited items quoted were lower than the low bid, Indoff.

Maxwell Jade – 6 items \$33,970; Indoff – 6 items \$33,708
Commercial Concepts – 20 items \$80,856; Indoff – 20 items \$61,705

The Procurement Summary is attached along with the Proposal Tally. Competitive Savings for this Project are \$24,000 and competitive savings over the average proposal price are \$12,000. There were no proposals received from a Cherokee County business. A Purchase Order will be issued for the approved, awarded items. There is no unpacking, installation or services being performed under this proposal; items will be drop shipped from the supplier.

BUDGET:

Budgeted Amount:	Account Name: SPLOST V
Amount Encumbered:	Account #: 57430
Amount Spent to Date:	
Amount Requested: \$65,165	
Remaining Budget:	

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.
 Contract: Yes No Ordinance/Resolution: Yes No
 Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Consider awarding a Purchase Order (PO) to most responsive, responsible proposer, Indoff, in the amount of \$65,165 for the furniture, fixtures and equipment for the new Cherokee County Sheriff Office Law Enforcement Training Center.

REVIEWED BY:

DEPARTMENT HEAD:

Chief Vic Warr

AGENCY DIRECTOR:

COUNTY MANAGER

[Signature]

Procurement Summary

Date Submitted: 13-May-13
Submitted by: Kristi Thompson *KTH*
PSA Number: 2013-37
Period of Performance: Jun-13
Recommended Supplier Name: Indoff Office Supplies
General Description of Purchase: Sheriff Office Training Center - FF&E
Source of Funds: SPLOST 2012

Background

Construction of new Training Center for Sheriff Office being completed June 2013.

Source Selection

Competitive RFP released on April 10, 2013. Six (6) proposals received on April 26, 2013.

Cherokee County Business Involvement:

- No CC Business submitted bid/proposal
 CC Business bid/proposal deemed non-responsive, not-responsible
 CC Business Not Within 5% of Low Bid

Fair and Reasonable Price Determination

Lowest responsive, responsible Proposal chosen.

Special Considerations

None

Recommendation

Procurement Department recommends awarding contract to lowest priced respondent, Indoff.

RFP 2013-37: TRAINING CENTER FF&E PROPOSAL TALLY SHEET

RANKING CRITERIA & WEIGHTING

<u>POINTS</u>	<u>CRITERIA</u>
55	COST OF ITEMS
45	MEETS MINIMUM SPECIFICATIONS
100	TOTAL POINTS

PROPOSAL RANKINGS

	<u>COMPANY</u>	<u>POINTS</u>
1	INDOFF	100
2	ATD AMERICAN	83.2
3	MCGARITY'S	80.2
4	STAPLES	62.6

STATISTICS

# OF BIDS/PROPOSALS ^(A)	4
HIGH	89,594.70
LOW	65,164.64
AVERAGE	77,250.00
COMPETITIVE SAVINGS	24,430.06
COMPETITIVE SAVINGS OVER AVERAGE	12,085.36
SAVINGS USING SUBSTITUTE ITEMS	11,797.00

(A) TOTAL NUMBER OF BIDDERS = 6; ONLY 4 CONSIDERED

Maxell Jade - not considered; total bid exceeds low bid for the 6 items (20%) that were bid;
\$33,970 v \$33,708 (LB)

Commercial Concepts - not considered; total exceeds low bid for 20 items (67%) that were bid;
\$80,956 v \$61,705 (LB)



Cherokee County, Georgia Agenda Request

SUBJECT: Sheriff Office Training Center A/V Equipment

MEETING DATE: 5/21/2013

SUBMITTED BY: Procurement & Risk Management for SO Training Division

COMMISSION ACTION REQUESTED:

Award bid to the most responsive, responsible proposer, LMI Systems, Inc., in the amount of \$44,556 for the audio/visual equipment for the new Cherokee County Sheriff Office Law Enforcement Training Center.

FACTS AND ISSUES:

Request for Proposals (RFP) #2013-39 was released on April 10, 2013 for equal or better quality/construction for the Audio/Visual Equipment (FF&E) for the Cherokee County Sheriff Office Law Enforcement Training Center (Training Center). There were five (5) Proposals received on April 26, 2013.

The Procurement Department reviewed all Proposals but only four (4) were considered "responsive"; the non-responsive proposer cannot do installation in Georgia. The Sheriff Office Training Division Staff ranked the Proposals based on the criteria and weighting outlined in the RFP documents. The recommendation for award to LMI Systems is based on viewing the purchase of these items as a single "project" since delivery, setup and installation are part of the scope of work. Award to one supplier responsible for the installation and guarantee of the equipment, in order to ensure proper working of all units, is worth the small cost differential between the recommended award and the low bid for a select few items. The results of the Proposals are as follows:

Company	ALL ITEMS Total Points (Out of 100)	Price	
LMI Systems	100	\$44,556.00	
Interactive Solutions	85	\$51,085.27	

Company	PARTIAL ITEMS ONLY Total Points (Out of 100)	Price	Difference Between Low Bid and Recommended Award
Howard Technology	100	\$10,021	
LMI Systems	99.91	\$10,897	\$876
Y&S Technologies	100	\$8,916	
LMI Systems	99.90	\$9,834	\$918

Only two of the four Proposals were ranked "apples" to "apples". The other two Proposers were not ranked with the others because they only bid a portion of the listed items. Howard Technology only bid the projectors and televisions (4 Items) and their proposal did not include a price for the mounting kits for these items. Additionally purchasing the mounting kits separately, even using the lowest price for each item from the proposals received, would cost \$1,094. Y&S Technologies only bid the televisions and their associated

mounting kits (4 Items). The price differential between the two proposers of \$876 for the former and \$918 for the latter was determined by the Procurement Department as not significant enough to warrant going with a separate supplier.

The Procurement Summary is attached along with the Proposal Tally. Competitive Savings for this Project are \$6,500 and competitive savings over the average proposal price are \$3,200. Interactive Solutions is a Cherokee County based business but was not within 5% of the low bid (LMI Systems) for consideration of the Local Vendor Preference rule in Sub-Section 8 of the Procurement Ordinance. The County's Standard Professional Services Agreement, requiring E-Verify, SAVE and insurance, will be used for this Contract since installation is included in the Scope of Work.

BUDGET:

Budgeted Amount:

Account Name: SPLOST V

Amount Encumbered:

Account #: 57430

Amount Spent to Date:

Amount Requested: \$44,556

Remaining Budget:

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

Contract: Yes No Ordinance/Resolution: Yes No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Consider awarding a Professional Services Agreement (PSA) to the most responsive, responsible proposer, LMI Systems, Inc., in the amount of \$44,556 for the audio/visual equipment for the new Cherokee County Sheriff Office Law Enforcement Training Center.

Authorize the County Manager to execute the PSA on behalf of the County.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER

Chief Vic Wu

[Signature]

RFP 2013-37: TRAINING CENTER FF&E
 PROPOSAL TALLY SHEET

ITEM DESCRIPTION	QTY	Bidder 1 Maxwell Jade			Bidder 2 ATD American			Bidder 3 Indoff			Bidder 4 Staples			Bidder 5 Commerical Concepts			Bidder 6 McGarity's		
		sub	Item Price	Total	sub	Item Price	Total	sub	Item Price	Total	sub	Item Price	Total	sub	Item Price	Total	sub	Item Price	Total
1 4' Table	2			-	226.21	452.42	X	126.00	252.00	284.24	568.48	277.23	554.46	220.00	440.00				
2 5' Table	62			-	234.34	14,529.08	X	139.00	8,618.00	295.06	18,293.72	287.33	17,814.46	227.00	14,074.00				
3 6' Table	14			-	238.81	3,343.34	X	160.00	2,240.00	301.65	4,223.10	294.21	4,118.94	232.00	3,248.00				
4 Student Chairs	191	X	116.00	22,156.00	104.68	19,993.88		128.00	24,448.00	150.36	28,718.76	119.47	22,818.77	116.00	22,156.00				
5 Lecterns	7			-	161.88	1,133.16		224.00	1,568.00	228.36	1,598.52	318.89	2,232.23	349.00	2,443.00				
6 Desk Chairs	11	X	198.00	2,178.00	179.25	1,971.75		220.00	2,420.00	279.69	3,076.59	199.87	2,198.57	343.50	3,778.50				
7 Guest Chairs	24	X	87.00	2,088.00	76.83	1,843.92		94.00	2,256.00	102.52	2,460.48	89.49	2,147.76	87.00	2,088.00				
8 Guest Arm Chair	4	X	138.00	552.00	118.13	472.52		145.00	580.00	170.96	683.84	139.68	558.72	95.00	380.00				
9 R Return Desks	3			-	790.65	2,371.95	X	539.00	1,617.00	842.50	2,527.50	919.53	2,758.59	361.00	1,083.00				
10 L Return Desks	3			-	790.65	2,371.95	X	539.00	1,617.00	842.50	2,527.50	919.53	2,758.59	361.00	1,083.00				
11 U Return Desk	2			-	1,053.93	2,107.86	X	882.00	1,764.00	1,123.05	2,246.10	1,239.66	2,479.32	466.00	932.00				
12 Hutch	1			-	487.14	487.14	X	165.00	165.00	519.10	519.10	569.39	569.39	154.00	154.00				
13 Book Cases	8			-	351.45	2,811.60	X	164.00	1,312.00	374.49	2,995.92	414.19	3,313.52	116.00	928.00				
14 Lateral Files	8			-	399.39	3,195.12	X	296.00	2,368.00	425.58	3,404.64	464.63	3,717.04	223.00	1,784.00				
15 42" Round Table	4			-	334.64	1,338.56	X	155.00	620.00	356.74	1,426.96	390.91	1,563.64	96.00	384.00				
16 End Table	2			-	250.82	501.64	X	160.00	320.00	284.71	569.42	288.59	577.18	112.00	224.00				
17 Chairs	16	X	86.00	1,376.00	67.15	1,074.40		72.00	1,152.00	79.55	1,272.80	76.43	1,222.88	56.00	896.00				
18 42" Round Tables	4			-	185.71	742.84		204.00	816.00	216.02	864.08	211.39	845.56	155.00	620.00				
19 Refrigerator	2			-				-	-	2,470.58	4,941.16	-	-	2,275.00	4,550.00				
20 Microwave	2			-				-	-	247.05	494.10	-	-	275.00	550.00				
21 Student Chairs	46	X	61.00	2,806.00	56.89	2,616.94		62.00	2,852.00	67.79	3,118.34	64.67	2,974.82	61.00	2,806.00				
22 Bleachers	4			-	1,025.43	4,101.72	X	1,180.00	4,720.00	1,193.68	4,774.72	1,432.93	5,731.72	1,232.00	4,928.00				
23 Steel Shelving; 36" x 24" x 85"	4			-	154.68	618.72	X	188.00	752.00	191.55	766.20	-	-	129.00	516.00				
24 Steel Shelving; 48" x 24" x 85"	2			-	184.69	369.38	X	219.00	438.00	228.71	457.42	-	-	166.00	332.00				
25 Picnic Table; 30"x96"	1			-	596.11	596.11		983.00	983.00	1,424.50	1,424.50	-	-	689.00	689.00				
26 24 Gallon	1			-	259.42	259.42		152.00	152.00	214.21	214.21	-	-	197.00	197.00				
27 21 Gallon Push Top	2			-	26.96	53.92		139.00	278.00	142.94	285.88	-	-	159.00	318.00				
28 7 Gallon Deskside	22			-	5.24	115.28		5.12	112.64	9.25	203.50	-	-	6.00	132.00				
29 35 Gallon Fire Safe	2			-	350.97	701.94		242.00	484.00	-	-	-	-	311.00	622.00				
30 15 Gallon Classic Container	2			-	187.26	374.52		130.00	260.00	186.21	372.42	-	-	152.00	304.00				
31 DELIVERY/S&H	1		2,813.65	2,813.65	5,612.37	5,612.37		-	-	-	-	-	-	5,439.00	5,439.00				
				33,969.65		76,163.45			65,164.64		95,029.96		80,956.16		78,078.50				

Procurement Summary

Date Submitted: 13-May-13
Submitted by: Kristi Thompson 
PSA Number: 2013-39
Period of Performance: Jun-13
Recommended Supplier Name: LMI
General Description of Purchase: Sheriff Office Training Center - A/V Equipment
Source of Funds: SPLOST 2012

Background

Construction of new Training Center for Sheriff Office being completed June 2013.

Source Selection

Competitive RFP released on April 10, 2013. Five (5) proposals received on April 26, 2013. Only 2 were considered for comparison. 1 proposal was deemed "non-responsive". The other 2 proposers only bid 4 of the 11 items and were less than \$1,000 lower than "low bid" which was not considered significant enough to break up the award to different companies.

Cherokee County Business Involvement:

- No CC Business submitted bid/proposal
- CC Business bid/proposal deemed non-responsive, not-responsible
- CC Business Not Within 5% of Low Bid

Fair and Reasonable Price Determination

Lowest responsive, responsible Proposal chosen.

Special Considerations

None

Recommendation

Procurement Department recommends awarding contract to lowest priced respondent, LMI Systems

RFP 2013-39: TRAINING CENTER AUDIO/VISUAL EQUIPMENT
PROPOSAL TALLY SHEET

ITEM DESCRIPTION	QTY	Interactive Solutions		LMI Systems		Howard Technology		Y&S Technologies		Valiant Nat'l AV	
		Item Price	Total	Item Price	Total	Item Price	Total	Item Price	Total	Item Price	Total
1 Data Projector 3000 lumens	1	999.00	999.00	1,193.00	1,193.00	637.00	637.00			559.80	559.80
2 Data Projector 4000 lumens	2	2,999.00	5,998.00	1,525.00	3,050.00	1,282.00	2,564.00			899.45	1,798.90
3 Projector mount package	3	366.00	1,098.00	244.00	732.00					105.00	315.00
4 Plenum cabling package (50ft)	3	1,000.00	3,000.00	1,590.00	4,770.00					347.00	1,041.00
5 Audio package to support PC	7	600.00	4,200.00	1,019.00	7,133.00					-	-
6 87" Interactive whiteboard	4	3,999.00	15,996.00	3,099.00	12,396.00					-	-
7 Electric Projection Screen 120"	2	599.00	1,198.00	720.00	1,440.00					423.00	846.00
8 32" Flat Panel LCD/LED,WXGA	6	319.00	1,914.00	484.00	2,904.00	340.00	2,040.00	498.00	2,988.00	372.70	2,236.20
9 Wall Mounting Hardware for 32"	6	89.96	539.76	183.00	1,098.00	-	-	38.00	228.00	64.96	389.76
10 42" Flat Panel LCD/LED, WXGA	6	696.00	4,176.00	625.00	3,750.00	797.00	4,782.00	898.00	5,388.00	524.96	3,149.76
11 Wall Mounting Hardware for 42"	6	149.99	899.94	347.00	2,082.00	-	-	52.00	312.00	64.90	389.40
			40,018.70		40,548.00		10,023.00		8,916.00		10,725.82
12 DELIVERY/SHIPPING/HANDLING	1	500.00	500.00		4,008.00		-		-		-
13 INSTALLATION	1	18,200.00	18,200.00		-		-		-		-
			58,718.70		44,556.00		10,023.00		8,916.00		10,725.82
14 DISCOUNTS			7,633.43		-		-		-		-
			51,085.27		44,556.00		10,023.00		8,916.00		10,725.82

NOT RESPONSIVE -
Cannot do
installation in GA
(per 5/13/13 email)

RANKING CRITERIA & WEIGHTING

POINTS	CRITERIA
55	COST OF ITEMS
45	MEETS MINIMUM SPECIFICATIONS
100	TOTAL POINTS

PROPOSAL RAKINGS

COMPANY	POINTS
1 LMI SYSTEMS	100.00
2 INTERACTIVE SOLUTIONS	85.00
3 HOWARD TECHNOLOGY	NC
4 Y&S TECHNOLOGY	NC
5 VALIANT NATIONAL A/V	NC

STATISTICS

# OF BIDS/PROPOSALS ^(A)	2
HIGH	51,085.27
LOW	44,556.00
AVERAGE	47,821.00
COMPETITIVE SAVINGS	6,529.27
COMPETITIVE SAVINGS OVER AVERAGE	3,265.00

(A) TOTAL NUMBER OF BIDDERS/PROPOSERS = 5; ONLY 2 CONSIDERED

VALIANT NATIONAL - NON RESPONSIVE; CANNOT DO INSTALLATION IN GA

HOWARD TECHNOLOGY - NOT CONSIDERED; PRICE DIFFERENTIAL FOR 4 ITEMS BID IS LESS THAN \$1,000; NOT CONSIDERED SUBSTANTIAL ENOUGH TO BREAK UP AWARD

Y&S TECHNOLOGY - NOT CONSIDERED; PRICE DIFFERENTIAL FOR 4 ITEMS BID IS LESS THAN \$1,000; NOT CONSIDERED SUBSTANTIAL ENOUGH TO BREAK UP AWARD



Cherokee County, Georgia Agenda Request

2.4

SUBJECT: Hobgood Park: Phase II

MEETING DATE: May 21, 2013

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

COMMISSION ACTION REQUESTED: Approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal for the work of the project to **Georgia Development Partners, LLC, in the amount of \$1,287,860.47**; for acceptance of the base bid proposal amount, inclusive of the three unit prices, the two allowances and Add Alternate No. 2A MUSCO Lighting System. **A contingency amount of \$100,000.00** (to be controlled by Cherokee County Capital projects) is also requested, **for a total requested amount of \$1,387,860.47.**

FACTS AND ISSUES: In accordance with procurement requirements of the County, on May 8, 2013, six (6) construction bid proposals were submitted to the County Procurement Department from interested bidders/contractors attending the mandatory pre-bid conference for the Hobgood Park: Phase II Renovations & Improvements Project, County RFP #2013-27. A tabulation of all bids received is attached and included with this Agenda Request. One submitted bid proposal was determined to be non-responsive due to completion of incorrect bidding forms. The engineer for this project is Lose & Associates, Inc.

Three Unit Prices were requested for excavation and replacement of unsuitable soils and for replacement of damage roof deck of the existing concession building, and two Allowances were also requested for evaluation of existing irrigation systems and for possible removal of any remaining equipment in the concession building. (All unit prices and allowances are included in the base bid contract sum amount submitted by the Bidder/Contractor, Georgia Development Partners, LLC.) Additive and Deductive Alternates were also requested for selection of new sports lighting systems at the Hobgood Youth Baseball Fields, and at the Tennis Courts.

The above recommended construction contract award amount of \$1,287,860.47 includes the base bid amount of \$943,994.68, and the three unit prices and two allowances, AND acceptance of Add Alternate No. 2A, in the amount of \$343,865.79, for selection of the MUSCO Lighting System for all Hobgood Youth baseball fields. The recommended construction contract award total is approximately \$100,000.00 under the project budget.

Work of this project at the existing Cherokee County Hobgood Park Phase II, located at 6688 Bells Ferry Rd. Woodstock, GA 30189, at the corner of Towne Lake Parkway and Bells Ferry Road includes renovations and other improvements and construction for the lower baseball fields and concession building of the Hobgood Youth Baseball Association, as generally summarized as described below:

Concession Building: Interior and exterior architectural, structural and MEP repairs and improvements, including roofing, new electrical system and service, power washing of interior and exterior surfaces and all new painting, masonry and concrete repairs and new work, new concession counters and roll-up doors, etc.

Plaza Area: Demolition of existing asphalt surfaces and construction of new concrete paving surfaces, new ball field lighting system, new foul ball netting and support systems, including stormwater and drainage improvements, new sidewalks and ADA and handicap access and paving of selected areas of the existing gravel parking lot for ADA handicap access and use, etc., as set forth by the Contract Documents. No new work or improvements are planned for the baseball fields; however, the contractor shall maintain water service for the fields for irrigation purposes by the Association, and the Contractor shall afford, at all times, access by the Association to the baseball fields for maintenance purposes, etc.

Tennis Courts, Pavilions, and Other Areas of the Main Hobgood Park: Repairs and improvements to the existing tennis courts, including new lighting, new fencing and new sidewalks and ADA and handicap access and concrete paving of selected areas of the Main Hobgood Park, etc.

SCHEDULES: In accordance with arrangements reached with the Hobgood Youth Association, Hobgood Youth will vacate the existing Concession Building not later than July 1, 2013, for construction work to begin immediately thereafter, for completion not later than February 15, 2014. Other planned construction work outside the Hobgood Youth area may continue until 365 calendar days from the date of the formal notice to proceed, for a total project completion date of late May 2014.

BUDGET:

Budgeted Amount:	\$ 1,836,818.14	Account Name: Hobgood Park
Amount Encumbered:	\$ 121,699.10	Account #: PR254 (Phase II Only)
Amount Spent to Date:	\$ 103,171.25	
Amount Requested:	\$ 1,387,860.47	
Remaining Budget:	\$ 224,089.32	

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

Contract: Yes No Ordinance/Resolution: Yes No

Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION: Approval to award the construction contract to the lowest responsible bidder, with the most responsive bid proposal for the work of the project to **Georgia Development Partners, LLC, in the amount of \$1,287,860.47**; for acceptance of the base bid proposal amount, inclusive of the three unit prices, the two allowances and Add Alternate No. 2A MUSCO Lighting System. **A contingency amount of \$100,000.00** (to be controlled by Cherokee County Capital projects) is also requested, **for a total requested amount of \$1,387,860.47**.

REVIEWED BY:

DEPARTMENT HEAD:



AGENCY DIRECTOR:

COUNTY MANAGER

BID TABULATION FORM

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

THIS IS AN OPENING AND READING OF BIDS ONLY.

PROJECT: 2013-27: HOBGOOD PARK: PHASE II

BID DATE/TIME: MAY 8, 2013 @ 2:00pm EST

BIDDER/CONTRACTOR	BID BOND	ADD REC'D	BASE BID AMOUNT	UNIT PRICE NO. 1: INCLUDED IN BASE BID AMOUNT	UNIT PRICE NO. 2: INCLUDED IN BASE BID AMOUNT	UNIT PRICE NO. 3: INCLUDED IN BASE BID AMOUNT	ALLOW NO. 1: INCLUDED IN BASE BID AMOUNT	ALLOW NO. 2: INCLUDED IN BASE BID AMOUNT	DEDUCT ALT NO. 1 MUSCO LIGHTING TENNIS COURTS	ADD ALT NO. 2A: MUSCO LIGHTING SYSTEM BASEBALL FIELDS	DEDUCT ALT NO. 2B: MUSCO LIGHTING SYSTEM FIELD 8	ADD ALT NO. 3A: Hunter Knepshield/Qualite Lighting SYSTEM	DEDUCT ALT NO. 3B: Hunter Knepshield/Qualite Lighting SYSTEM FIELD 8	AT PRE-BID	E-VERIFY FORM	SAVE FORM	NON-INF AFF	CERT TO PROV P&P BONDS	CERT AS TO CO ORG	CONT LICEN SE CERT	AUTH'D PERMIT AGENT FORM	CERT AS TO SIGN PSA
	Y/N	###	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	\$\$\$	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Headley Construction	Y	3	\$ 1,128,000.00	\$12/CY \$6,000	\$40/CY \$20,000	\$4/SF \$2,000	\$ 25,000.00	\$ 2,500.00	\$ 38,000.00	\$ 320,000.00	\$ 15,000.00	\$ 294,000.00	\$ 14,000.00	Y	Y	Y	Y	Y	Y	Y	Y	Y
LC Whitford	Y	3	\$ 1,320,000.00	\$22/CY \$11,000	\$40/CY \$20,000	\$11/SF \$5,500	\$ 25,000.00	\$ 2,500.00	DID NOT FILL OUT BID FORM FROM ADDENDUM 1 - THEREFORE APPROPRIATE ALTERNATE PRICING NOT PROVIDED				Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Diversified	Y	3	\$ 1,480,000.00	\$30/CY \$15,000	\$54/CY \$27,000	\$2.40/SF \$1,200	\$ 25,000.00	\$ 2,500.00	\$ 33,000.00	\$ 372,000.00	\$ 19,000.00	\$ 328,000.00	\$ 23,000.00	Y	Y	Y	Y	Y	Y	Y	Y	N
Astra Group	Y	3	\$ 988,887.00	\$20/CY \$10,000	\$33/CY \$16,500	\$3/SF \$1,500	\$ 25,000.00	\$ 2,500.00	\$ 42,000.00	\$ 340,000.00	\$ 20,000.00	\$ 280,000.00	\$ 24,000.00	Y	Y	Y	Y	Y	Y	Y	Y	Y
Johnson Landscaping	Y	3	\$ 1,222,953.35	\$12/CY \$6,000	\$42.97/CY \$21,485	\$85/SF \$42,500	\$ 25,000.00	\$ 2,500.00	\$ 38,727.00	\$ 315,749.50	\$ 16,000.00	\$ 301,125.00	\$ 21,500.00	Y	Y	Y	Y	Y	Y	Y	N	Y
Georgia Development	Y	3	\$ 943,994.68	\$15.54/CY \$7,770	\$32.19/CY \$16,095	\$2.36/SF \$1,180	\$ 25,000.00	\$ 2,500.00	\$ 28,000.00	\$ 343,865.79	\$ 17,962.00	\$ 284,826.00	\$ 21,500.00	Y	Y	Y	Y	Y	Y	Y	Y	Y

CHEROKEE COUNTY BOARD OF COMMISSIONERS: Capital Projects Office/CRPA



Cherokee County, Georgia Agenda Request

SUBJECT: Non-Exclusive Referral Agreement MEETING DATE: May 21, 2013

SUBMITTED BY: Jerry W. Cooper, County Manager

COMMISSION ACTION REQUESTED:

Consider acceptance of Non-Exclusive Referral Agreement between Garden Godfather Inc. and Resource Recovery Development Authority of Cherokee County.

FACTS AND ISSUES:

Representatives with Cherokee County have been in discussions with multiple prospects interested in lease, lease-purchase or purchase of Ball Ground Recycling but it will be important moving forward to enter into a referral agreement with Mr. Bob Jacobson, Garden Godfather Inc., who has the expertise and contacts in the industry to assist the County and RRDA with referring interested parties who may be interested in purchasing, leasing, or entering into a lease-purchase agreement.

BUDGET:

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

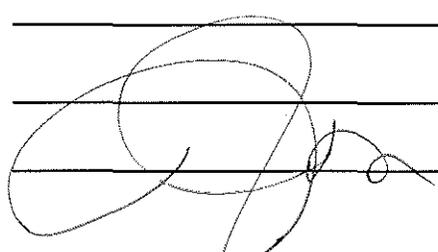
Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.
Contract: Yes No Ordinance/Resolution: Yes No
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve referral agreement.

REVIEWED BY:

DEPARTMENT HEAD:	_____
AGENCY DIRECTOR:	_____
COUNTY MANAGER	_____



Short Bio: Bob Jacobson

1970 to 1982: Kmart Corporation

Management

Lawn and Garden buyer for Texas area

1982 to 1985: Garden related Sales:

Select Nursery- California, Oregon, South Carolina

Mea Nursery- Container and Package Roses

1985 to 2005: The Home Depot

Associate Merchant: thru 1986

Merchant: Outside Garden thru 2001- SE, SW, NE

Global Product Merchant: All outside Garden thru 2003: Nation- Including Soils*

Senior Director Live Goods: Nation- 10 direct reports

Accomplishments:

.Managed a 4 Billion Dollar Business

.First sku and UPC labels on container plants *

.First outside and inside greenhouse *

.Direct purchase of Chemicals- Dexol, Ortho, Spectrum- used to 100% Distributors

.Home Depot in House Certification Program- \$3,000,000 cost over 50,000 graduates

.National unification of live goods

.Branded potting soil program- still in operation from 10 years ago- Miracle Gro *

.Branded Grass seed program- Scott's Turf Builder

.Branded Plant Program- VIVA Label *

.Vigoro Fertilizer Program +

.Test VMI Program-

.Managed Seed VMI Program

2005 to 1-10-2013

Garden Godfather: Sales Consultant and Facilitator

Customer base:

Pavestone/Quickcrete - 5 years-pavers, etc.

Easy Gardner- 5 years- weed block (Owned by GSC Capital)

Ecoscrap: 1 Year

EWA- Government contactor and technology specialist- lock sets- 3 years

Scotts: Live Good Initiative- 4 years

Color Spot- Report to President/CEO- 6 years- SW, WC *- (Owned by Black Diamond)

Hines Nursery- 2 year- Steve Thigpen

Pure Beauty Nursery- 6 years- SE *- Henry Yanos

Mea Nursery- Roses- 6 years- National

Van Meter- 5 years

BFN Nursery- 1 year (owned by Insight Capital)

Assessment and Appraisal work

Hilco/Bank America- Bordier's, Skinners, Bokeela Holdings, First Foliage, and Hines in the last 2 years!

Christmas Trees: Facilitate, broker, and minority owner-- over 1,000,000 trees annually

One Day and Project Consulting

Bob Jacobson

Bobjake1@aol.com 770-380-8816

Non-Exclusive Referral Agreement

This **Non-Exclusive Referral Agreement (the "Agreement")** is made and entered into this _____ day of _____, 2013, by and between the **Resource Recovery Development Authority of Cherokee County**, a public body corporate and politic created pursuant to an Act of the General Assembly of the State of Georgia, as seller (hereinafter referred to as the "RRDA"), and **Garden Godfather Inc.**, a Georgia corporation, with principal address at 18126 Birmingham Highway, Alpharetta, Georgia 30004, as referral agent (hereinafter referred to as "Referral Agent"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the RRDA owns certain property and equipment located at _____, _____, Georgia _____ and more particularly described in the Legal Description attached hereto and incorporated herein by reference (collectively referred to as the "Property"); and

WHEREAS, the RRDA desires to obtain referrals for parties that may be interested in the purchasing, leasing, or entering into a lease-purchase agreement related to the Property; 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. Non-Exclusive Referral Agreement.

1. General Services (hereinafter "Services").

The RRDA hereby grants to Referral Agent the non-exclusive right and privilege to refer to the County parties who may be interested in purchasing, leasing, or entering into a lease-purchase agreement related to the Property.

As a referral agent for the RRDA, the Referral Agent's sole responsibilities shall be as follows (which responsibilities are limited by Georgia law, O.C.G.A. § 43-40-1, *et seq.*):

- (a) To refer to the RRDA parties who may be interested in purchasing, leasing, or entering into a lease-purchase agreement related to the Property and
- (b) Comply with all applicable laws in performing its duties hereunder, including, but not limited to, the Brokerage Relationships in Real Estate Transaction Act, O.C.G.A. § 10-6A-1, *et seq.* and Chapter 40 of Title 43, O.C.G.A. § 43-40-1, *et seq.*

2. Non-Exclusive Referral Agreement.

This Agreement shall not be exclusive, meaning that the RRDA may contract with other referral agents and brokers to market, sell, lease or assist in entering into lease-purchase of the Property, and the RRDA may sell, lease or enter into an agreement related to the lease-purchase of the Property without the involvement of a referral agent or broker. The Referral Agent shall not be entitled to the compensation/fees described herein unless the Referral Agent is the entity that originally refers that entity that ultimately submits an offer acceptable to the RRDA in the sole discretion of the RRDA. Referral Agent shall not be entitled to the compensation described herein if Referral Agent refers a prospective buyer or lessee with which the RRDA or Cherokee County has previously been working or regarding which another referral agent or broker has already submitted a referral or notification of a relationship. Referral Agent is responsible for providing a written referral to the RRDA upon the Referral Agent's initial involvement with a prospective buyer or lessee, and failure to do so shall forfeit Referral Agent's claim to any compensation if the RRDA or Cherokee County begin working with such entity or another referral agent or broker contracted by the RRDA refers or submits notification of a relationship with such prospective buyer or lessee to the RRDA in the meantime. Further, Referral Agent is responsible for ensuring that notice of the Referral Agent's involvement is included with any offer submitted to the RRDA.

B. Prohibition of Dual Compensation and Disclosure of Material Relationship.

Referral Agent shall not receive compensation for the referral from any party other than the RRDA. Further, Referral Agent shall timely disclose the existence and nature of any material relationship, including but not limited to any family or business relationship, with any potential buyer or lessee. Referral Agent hereby represents that it has no other known agency relationships with other parties that would conflict with the interests of RRDA.

C. Term. The term of this Agreement shall begin on the date of _____ and shall continue through the date of _____ (hereinafter referred to as the "Term"), unless otherwise terminated in accordance with this Agreement.

D. Additional Services. Any services to be provided by the Referral Agent and not included within this Agreement, if any, such as Referral Agent services provided related to a decision by the RRDA to operate the facility on the Property itself, shall be negotiated separately and agreed upon in a separate agreement.

II. COMPENSATION AND METHOD OF PAYMENT.

A. Upon Sale of Property. If and when Referral Agent refers a buyer that provides an offer to purchase the Property that is accepted by the RRDA, in the RRDA's sole discretion, the RRDA will owe the following to Referral Agent:

- Two percent (2%) of sales price if such price is up to \$9 million; plus
- Three percent (3%) of the sales proceeds between \$9 million and \$13 million; plus

Four percent (4%) of the sales proceeds in excess of \$14 million.

B. Upon Lease of Property. If and when Referral Agent refers a lessee to the RRDA that provides an offer to lease the Property that is acceptable to the RRDA, in the RRDA's sole discretion, the RRDA will owe the following to Referral Agent for each of the first 36 months of the lease on a monthly basis contingent upon receipt of rental payments from tenant:

- Two percent (2%) of the monthly lease price if such price is less than \$40,000.00 per month; plus
- Three percent (3%) of the monthly lease price between \$40,000.00 and \$60,000.00 per month; plus
- Four percent (4%) of the monthly lease price in excess of \$60,000.00.

C. Upon Execution of a Written Agreement for Lease-Purchase. If and when Referral Agent refers a buyer to the RRDA that provides an offer to purchase the Property via a lease-purchase arrangement that is accepted by the RRDA, in RRDA's sole discretion, the RRDA will owe the following to Referral Agent:

Percentage of lease payments shall be paid according to Section B above, with additional compensation payable as follows upon final consummation of the sale and receipt by the RRDA of the purchase funds from the purchaser:

- Two percent (2%) of balance of sales price if balance plus sixty percent (60%) of cumulative lease payments is less than \$9 million; plus
- Three percent (3%) of balance of sales price if balance plus sixty percent (60%) of cumulative lease payments is between \$9 million and \$14 million; plus
- Four percent of balance of sales price if balance plus sixty percent (60%) of cumulative lease payments exceeds \$14 million.

D. Sharing of Fees with Cooperating Referral Agent or Broker. Compensation provided for in this Section shall constitute the entire compensation paid to any and all referral agents or brokers involved in the sale, lease, or lease-purchase of the Property, respectively. All of the compensation provided for in this Section shall be split among any referral agents or cooperating brokers that jointly refer the buyer/lessee in coordination with the Referral Agent. If more than one referral agent or broker will share in the compensation provided for in this Agreement, such referral agents and/or brokers must agree to such arrangement in a separate agreement, and distribution of the compensation among such referral

agents and/or brokers shall be handled outside of closing. In no event will the RRDA pay more for referral or broker services than the amount provided for in this Agreement.

III. Process Related to Sale, Lease or Lease-Purchase of the Property.

The determination regarding whether the Property will be sold, leased, or sold via lease-purchase arrangement shall be made by the RRDA in its sole discretion. That decision will dictate the process that the RRDA will have to follow to complete the transaction in accordance with the existing bond documents related to the Property and all applicable governmental finance laws and other state and local laws.

IV. Access to the Property.

The Referral Agent shall have no right to access the Property without the involvement of the RRDA.

V. COVENANTS OF REFERRAL AGENT

A. Acknowledgment of Referral Agent Limitations Under Georgia Law

Referral Agent accepts the relationship of trust and confidence established between it and the RRDA. Referral Agent represents that, pursuant to O.C.G.A. § 43-40-29(a)(9), the statutory provisions related to real estate brokers and salespersons do not apply to the Referral Agent, who is not a broker and shall not be involved in any actual negotiations, execution of documents, collection of rent, management of property, or other related activities which involve more than the mere referral of one person to another. Further, Referral Agent represents that, in compliance with O.C.G.A. § 43-40-29(a)(9), it will not receive a fee for such referral from the party being referred, that it is not charging an advance fee, and that it has not and will not act as a referral agent in more than three transactions per year.

B. Referral Agent's Representative

_____ shall be authorized to act on Referral Agent's behalf with respect to the Services as Referral Agent's designated representative.

C. Assignment of Agreement

The Referral Agent 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 RRDA. As to any approved subcontractors or cooperating referral agents or brokers, the Referral Agent shall be solely responsible for reimbursing them, and the RRDA shall have no obligation to them.

D. Responsibility of Referral Agent and Indemnification of RRDA

The Referral Agent covenants and agrees to take and assume all responsibility for the Services rendered in connection with this Agreement. The Referral Agent shall bear all losses and damages directly or indirectly resulting to it and/or the RRDA and/or Cherokee County on account of the performance or character of the Services rendered pursuant to this Agreement. Referral Agent shall defend, indemnify and hold harmless the RRDA and Cherokee County, together with their officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "RRDA 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 Services, performance of contracted services, or operations by the Referral Agent, any subcontractor, anyone directly or indirectly employed by the Referral Agent or subcontractor or anyone for whose acts the Referral Agent 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 RRDA 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 RRDA Parties, by any employee of the Referral Agent, any subcontractor, anyone directly or indirectly employed by the Referral Agent or subcontractor or anyone for whose acts the Referral Agent 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 Referral Agent 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 RRDA 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.

E. Independent Contractor

Referral Agent hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services as an independent contractor and not as the agent or employee of the RRDA. The Referral Agent agrees to be solely responsible for its own matters relating to the time and place the Services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring of brokers, agents or employees to complete the Services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Referral Agent 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 RRDA the right to direct Referral Agent as to the details of the Services to be performed by Referral Agent or to exercise a measure of control over such Services will be deemed to mean that Referral Agent shall follow the directions of the RRDA with regard to the results of such Services only.

F. Insurance

(1) Requirements:

The Referral Agent shall have and maintain in full force and effect for the duration of this Agreement, commercially reasonable levels of insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Referral Agent, its agents, representatives, employees or subcontractors. Insurance coverage must be approved by the RRDA prior commencement of Services pursuant to this Agreement. These requirements are subject to amendment or waiver if so approved in writing by the RRDA.

(2) RRDA Parties as Additional Insured and Loss Payee:

The RRDA Parties shall be named as additional insureds and loss payees on all policies required by the RRDA, except the RRDA Parties need not be named as additional insureds and loss payees on any Professional Liability policy or Workers' Compensation policy.

G. Employment of Unauthorized Aliens Prohibited

(1) *E-Verify Affidavit*

It is the policy of RRDA that unauthorized aliens shall not be employed to perform work on RRDA contracts involving the physical performance of services. Therefore, the RRDA shall not enter into a contract for the physical performance of services within the State of Georgia unless the Referral Agent shall provide evidence on RRDA-provided forms, attached hereto as Exhibits "B" and "C" (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 Referral Agent's subcontractors have complied with the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, by verifying 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 RRDA contract to ensure that no unauthorized aliens will be employed. The Referral Agent hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "B", and submitted such affidavit to RRDA. In the event the Referral Agent employs or contracts with any subcontractor(s) in connection with the covered contract, the Referral Agent 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, Referral Agent agrees to provide completed copies of Exhibit "C" to the RRDA within five (5) business days of receipt from any subcontractor.

The RRDA shall be authorized to conduct an inspection of the Referral Agent's and Referral Agent's subcontractors' verification process at any time to determine that the verification was correct and complete. The Referral Agent and Referral Agent'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 RRDA shall further be authorized to conduct periodic inspections to ensure that no RRDA Referral Agent or Referral Agent's subcontractors employ unauthorized aliens on RRDA contracts. By entering into a contract with the RRDA, the Referral Agent and Referral Agent'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 Referral Agent or Referral Agent's subcontractors are found to have employed an unauthorized alien, the RRDA may report same to the Department of Homeland Security. The Referral Agent's failure to cooperate with the investigation may be sanctioned by termination of this Agreement, and the Referral Agent shall be liable for all damages and delays occasioned by the RRDA thereby.

Referral Agent 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. Referral Agent'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 "B" and incorporated herein by this reference.

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

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

Referral Agent hereby agrees that, in the event Referral Agent employs or contracts with any subcontractor(s) in connection with this Agreement, the Referral Agent 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 RRDA must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Referral Agent's legal status in the Country *each* time that Referral Agent obtains a public benefit, including any contract, from the RRDA. Referral Agent 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 "D", and submitted such affidavit to the RRDA in person, electronically, or by mail. Further, Referral Agent verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Referral

Agent's legal status, to the RRDA either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Referral Agent 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

- (1) Records: Records shall be established and maintained by the Referral Agent in accordance with requirements prescribed by the RRDA 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.
- (2) Reports and Information: Upon request, the Referral Agent shall furnish to the RRDA any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the RRDA.
- (3) Audits and Inspections: At any time during normal business hours and as often as the RRDA may deem necessary, there shall be made available to the RRDA for examination all records with respect to all matters covered by this Agreement. The Referral Agent will permit the RRDA 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

Referral Agent agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics or other applicable code of ethics.

J. Confidentiality

Referral Agent acknowledges that it may receive confidential information of the RRDA and/or of Cherokee County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Referring Entities, and/or staff to likewise protect such confidential information. The Referral Agent agrees that confidential information it receives or such reports, information, opinions or conclusions that Referral Agent 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 RRDA. The Referral Agent shall exercise reasonable precautions to prevent the unauthorized disclosure and use of RRDA information whether specifically deemed confidential or not.

Referral Agent acknowledges that the RRDA's disclosure of documentation is governed by Georgia's Open Records Act, and Referral Agent further acknowledges that if Referral Agent

submits records containing trade secret information, and if Referral Agent wishes to keep such records confidential, Referral Agent must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

K. Licenses, Certifications and Permits

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

L. Key Personnel

All of the individuals identified in Exhibit "E" are necessary for the successful completion of the Services due to their unique expertise and depth and breadth of experience. There shall be no change in Referral Agent's team, as listed in Exhibit "E", without written approval of the RRDA. Referral Agent recognizes that the composition of this team was instrumental in the RRDA's decision to award the Services to Referral Agent and that compelling reasons for substituting these individuals must be demonstrated for the RRDA'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 Referral Agent's obligations under this Agreement and shall be grounds for termination. Referral Agent shall not subcontract with any third party, including cooperating entities, for the performance of any portion of the Services without the prior written consent of the RRDA. Referral Agent shall be solely responsible for any such subcontractors, or cooperating brokers, in terms of performance and compensation.

M. Authority to Contract

The Referral Agent 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 Referral Agent to the terms of this Agreement, if applicable.

N. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Referral Agent agrees that, during performance of this Agreement, Referral Agent, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Referral Agent agrees to comply

with all applicable implementing regulations and shall include the provisions of this Section V(N) in every subcontract for services contemplated under this Agreement.

VI. TERMINATION

A. The RRDA shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date.

B. Upon termination, the Referral Agent shall promptly discontinue all services affected, unless the notice directs otherwise. If no sale or lease or lease-purchase agreement has occurred at the time of termination of this agreement, RRDA shall not owe Referral Agent anything for Services rendered prior to the date of termination; provided that if Referral Agent referred an entity to the RRDA prior to the date of termination, and if the RRDA contracts with such entity for the sale, lease, or lease-purchase of the Property within six (6) months of the date of termination, the Referral Agent shall be entitled to the compensation provided for herein.

D. The rights and remedies of the RRDA and the Referral Agent 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 RRDA Party other than the RRDA itself. No RRDA Party shall be personally liable to the Referral Agent or any successor in interest in the event of any default or breach by the RRDA or for any amount which may become due to the Referral Agent or successor or on any obligation under the terms of this Agreement. The Referral Agent agrees that its sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against the RRDA 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, Referral Agent 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 Services shall be exchanged between _____ for the RRDA and _____ for the Referral Agent. The Parties hereby acknowledge that all communications exchanged in relation to this Agreement are subject to the Open Records Act.

B. Official Notices

All other notices, requests, demands, 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 RRDA shall be sent to:

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

NOTICE TO THE REFERRAL AGENT shall be sent to:

Future changes in address shall be effective only upon written notice being given by the RRDA to Referral Agent or by Referral Agent to the RRDA via one of the delivery methods described in this Section.

XIV. WAIVER OF AGREEMENT

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

To the extent applicable, nothing contained in this Agreement shall be construed to be a waiver of sovereign immunity or any individual's qualified good faith or official immunities.

XVII. FORCE MAJEURE

Neither the RRDA nor Referral Agent 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 REFERRAL AGENT; (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 RRDA and the Referral Agent have executed this Agreement effective as of the date provided above.

[SIGNATURES ON FOLLOWING PAGE]

Approved as to form:

County Attorney

REFERRAL AGENT:

By: _____
Its: _____

[CORPORATE SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

CHEROKEE RRDA

By: _____
Its: _____

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

[Insert Legal Description of Property]

EXHIBIT "B"

**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 the Cherokee County RRDA 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 will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor 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 Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city),
_____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "C"

**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 the Cherokee County RRDA 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:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city),
_____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "D"
SAVE Affidavit

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

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

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

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

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

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

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:

EXHIBIT "E"

[Insert any list of key personnel pursuant to Section V(O).]

Chairman
L. B. Ahrens, Jr.

County Manager
Jerry W. Cooper



Commissioners
Harry B. Johnston, District 1
Raymond Gunnin, District 2
Brian Poole, District 3
Jason A. Nelms, District 4

CHEROKEE COUNTY BOARD OF COMMISSIONERS

1130 Bluffs Parkway • Canton, Georgia 30114
678-493-6000 • Fax 678-493-6013
www.cherokeega.com

May 15, 2013

Federal Deposit Insurance Corporation
Attn: Dennis Hankins
Solid Source Realty

Re: Letter of Intent

Dear Mr. Hankins,

Please consider this letter to be our non-binding Letter of Intent summarizing the basic terms and conditions for Cherokee County to purchase property located at 9870 Highway 92, Woodstock, Ga 30188, Case Number 10450000754, along the following lines contingent upon Board of Commission final approval:

1. Purchase Price: \$530,000 cash at closing.
2. Buyers Brokerage Agreement: Payment of \$20,000 Commission at closing to Dennis Bartel Real Estate, Inc, the buyer broker representative.
3. The Due Diligence Period totaling 25 Days with closing being 5 Days after the close of Due Diligence. Buyer may, in its sole discretion, with or without cause and without penalty, terminate by giving Seller notice in writing at any time.

Cherokee County, Georgia

A handwritten signature in blue ink, appearing to read "Jerry W. Cooper", is written over a horizontal line.

Jerry W. Cooper
County Manager

Agreed to on behalf of property owner,
(SELLER)

A handwritten signature in blue ink, appearing to read "Dennis Hankins", is written over a horizontal line.

Dennis Hankins





USING THIS FORM

IT IS STRONGLY SUGGESTED THAT YOU PRINT THIS PAGE FOR REFERENCE WHILE FILLING OUT THIS FORM.

BEFORE YOU BEGIN FILLING THIS FORM OUT, SAVE AND RENAME IT TO A UNIQUE FILE NAME; SO THAT YOU DO NOT SAVE DATA TO YOUR TEMPLATE FILE

This electronic form has been designed to guide you through filling out the various fields when writing an offer.

The form is locked so that you cannot change the form itself; however, there are fillable fields throughout. The fillable fields:

- Appear light blue on your screen
- Scroll your mouse cursor over the fields to see specific instructions on content for each field
- Left click on the fields in order to insert text
- You may use your tab key to move from field to field and through the document
- Some fields wrap the text automatically to the next line, although some manual adjustments are needed to avoid truncated words
- There are red question marks in various locations with further instructions for the field and/or section of the contract
- Neither the blue background of the fields nor the red question marks will print

REAL ESTATE PURCHASE AND SALE CONTRACT

1. PARTIES: This Real Estate Purchase And Sale Contract (this "Contract") is entered into by and between the Federal Deposit Insurance Corporation (the "FDIC"), [check one] [x] as Receiver for First Cherokee State Bank, Woodstock, Georgia [] in its corporate capacity ("Seller"), and [] an individual [] a ("Purchaser").

2. PROPERTY: That certain tract or parcel of land commonly known as 9870 Highway 92, Woodstock, Cherokee County, Georgia 30188, and described on Exhibit "A" attached hereto and incorporated herein for all purposes, which parcel of land is to be sold together with all buildings and other improvements situated thereon, all fixtures and other property affixed thereto, and all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

3. PURCHASE PRICE: The purchase price (the "Purchase Price") for which Seller agrees to sell and convey the Property to Purchaser, and which Purchaser agrees to pay to Seller, subject to the terms hereof, is the amount of FOUR HUNDRED NINETY FIVE THOUSAND AND NO/100 DOLLARS (\$ 495,000.00), which shall be paid by wired funds, cashier's or certified check at Closing (hereinafter defined). Additionally, if any personal property is to be conveyed hereunder, as provided for in Section 32 hereof, Purchaser shall pay Seller at Closing the amount of \$ 5,000.00 for such personalty, over and above the Purchase Price.

4. EARNEST MONEY: Concurrently with the execution hereof, Purchaser has delivered to [check one] [x] Seller or its third party marketing contractor a cashier's or certified check payable to Seller [] the Settlement Agent (as hereinafter defined in Section 11) a cashier's or certified check payable to the Settlement Agent in the amount of \$ 24,750.00 as earnest money hereunder (the "Earnest Money"), equal to [check one] [x] five percent (5%) of the Purchase Price [] percent (___%) of the Purchase Price. The Earnest Money check shall immediately be presented for payment, and the Earnest Money will NOT bear interest at any time. If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money will be applied against the Purchase Price at Closing. In the event of default hereunder, the Earnest Money will either be retained by Seller or refunded to Purchaser in accordance with Section 16 hereof.

5. SURVEY: Seller has no obligation to provide Purchaser with a survey of the Property. However, if Seller has a prior survey of the Property in its possession, it will provide a copy of same to Purchaser. Purchaser may elect to purchase a current survey of the Property at its own expense, which shall in no event delay Closing.

6. TITLE COMMITMENT AND TITLE POLICY:

(a) As soon as practicable after the Effective Date (hereinafter defined), Seller will furnish Purchaser a commitment for title insurance covering the Property (the "Title Commitment") from a title insurance company selected by Seller in its sole

discretion (the "Title Company"). At Closing, Seller will cause the Title Company to issue to Purchaser an owner's policy of title insurance (the "Title Policy") in the full amount of the Purchase Price.

(b) Purchaser will have five (5) days from receipt of the Title Commitment to make written objections thereto, limited solely to matters which substantially and adversely affect title to the Property, to Seller, failing which, Purchaser will be deemed to have waived the right to raise any such objections and will accept title to the Property subject to all matters reflected on the Title Commitment. If, however, Purchaser timely delivers such written objections to Seller, Seller will have until Closing to attempt to cure same, but shall have no obligation to expend any sums to do so. Seller may, in its sole discretion, extend the Closing Date (hereinafter defined) for up to ninety (90) days as it may deem necessary for further attempted resolution of any title matters.

(c) If Seller notifies Purchaser that Seller is not able or willing to cure any such title objections ("Seller's Notice") prior to Closing, Purchaser shall have the right to either (i) terminate this Contract by written notice thereof to Seller within five (5) days of receipt of Seller's Notice and receive the immediate return of the Earnest Money, and thereafter neither party hereto will have any further rights or obligations under this Contract; or (ii) waive the unsatisfied objections and thereafter close the purchase of the Property in accordance with this Contract. Failure by Purchaser to timely exercise its right to terminate this Contract under Section 6.(c)(i) hereinabove shall be deemed to be Purchaser's election to proceed under Section 6.(c)(ii).

7. INSPECTION PERIOD:

(a) Purchaser will have a period of 25 days from and after the Effective Date to examine the Property and to conduct at its sole cost and expense such physical tests, inspections, surveys, and other investigations as are reasonably necessary for Purchaser to determine whether the Property is suitable for Purchaser's intended use (the "Inspection Period"). Purchaser and Purchaser's agents and representatives will have reasonable access to the Property during normal business hours prior to Closing. Notwithstanding the foregoing, (i) Purchaser will give Seller reasonable notice of Purchaser's intention to enter upon the Property; (ii) Purchaser must obtain written approval from Seller before Purchaser conducts any sampling, testing, or analysis of any media on or inspection of the Property, including, in Seller's discretion, the execution of a property access agreement for those purposes; and (iii) Seller may require that a representative of Seller accompany Purchaser or its agents while they are on the Property. Any sampling, testing, or analysis of any media on or inspection of the Property performed or caused to be performed by Purchaser shall not unreasonably interfere with the use and occupancy of the Property by Seller or Seller's tenants, if any. In the event that the transaction contemplated by this Contract does not close for any reason, Purchaser is obligated to restore the Property to its condition prior to Purchaser's entry thereon. This obligation will survive termination of this Contract.

(b) A copy of every report of every sampling, testing, analysis, and inspection conducted by Purchaser or on its behalf on the Property, including but not limited to any survey and any environmental report or environmental site assessment, will be delivered to Seller within five (5) days after such report is received by Purchaser. Purchaser shall and does hereby release, indemnify, and hold Seller harmless, and Purchaser shall defend Seller (with counsel acceptable to Seller), from and against any and all liabilities, claims, demands, causes of action, damages, and expenses (including attorneys' fees) incident to, resulting from, or in any way arising out of Purchaser's or its agents' presence on the Property and any such sampling, testing, analysis, or inspection conducted by Purchaser on the Property. Such indemnity shall survive Closing or any termination of this Contract and shall not be merged therein.

(c) If Purchaser reasonably determines that the Property is unsuitable for Purchaser's intended use, Purchaser may terminate this Contract by delivery of written notice to Seller prior to the expiration of the Inspection Period. In such event, the

Earnest Money will be returned to Purchaser and thereafter neither party hereto will have any further rights or obligations under this Contract. If Purchaser does not terminate this Contract prior to the expiration of the Inspection Period, Purchaser will be obligated to close the transaction contemplated herein under the terms of this Contract and Purchaser's failure to do so will entitle Seller to retain the Earnest Money as liquidated damages as provided in Section 16 hereof.

8. CONVEYANCE OF TITLE: Seller will convey the Property to Purchaser by a special warranty deed substantially in the form of Exhibit "B" attached hereto and incorporated herein for all purposes (the "Deed"), **subject to** any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property (including, without limitation, all matters reflected on the Title Commitment and not objected to by Purchaser under Section 6.(b) hereof and any title objections waived or deemed waived by Purchaser under Section 6.(c)(ii), above), whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Any personalty to be conveyed to Purchaser under Section 32 hereof shall be conveyed by a quitclaim bill of sale (the "Bill of Sale").

9. PROPERTY CONDITION:

(a) **PURCHASER, BY ITS EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT:**

(i) **EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE TO BE CONTAINED IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS**

ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS;

(ii) PURCHASER HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS," AND SELLER HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND

(iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH SELLER.

(b) ADDITIONALLY, PURCHASER HEREBY REPRESENTS TO SELLER THAT, BY VIRTUE OF THE INSPECTION PERIOD, PURCHASER HAS MADE, WILL MAKE, OR HEREBY WAIVES: (A) ALL INSPECTIONS OF THE PROPERTY DEEMED NECESSARY OR APPROPRIATE BY PURCHASER TO DETERMINE THE PROPERTY'S VALUE AND CONDITION, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, UNDERGROUND STORAGE TANKS, HAZARDOUS WASTE, AND ANY OTHER HAZARDOUS MATERIALS, AND (B) ALL INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. PURCHASER'S INSPECTION OF THE PROPERTY OR WAIVER THEREOF WILL RELIEVE SELLER OF ANY LIABILITY TO PURCHASER AS A RESULT OF ANY ENVIRONMENTAL HAZARD ON OR TO THE PROPERTY AND PURCHASER HEREBY ACCEPTS ALL LIABILITY THEREFOR AS BETWEEN PURCHASER AND SELLER AND INDEMNIFIES AND HOLDS SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, OR ACTIONS INCIDENT TO, RESULTING FROM, OR IN ANY WAY ARISING OUT OF SUCH HAZARD. THIS INDEMNITY SHALL SURVIVE CLOSING AND SHALL NOT BE MERGED THEREIN.

10. BROKER'S FEE: By separate document, Seller has agreed to pay a real estate commission (the "Commission") to the real estate agent specified therein (the "Broker"), subject to the closing of the transaction contemplated by this Contract and payment of the full Purchase Price to Seller. The Broker may agree to pay a portion of the Commission to any other licensed real estate agent but Seller will bear no liability for payment of the Commission or any portion thereof to any agent other than the Broker. Purchaser hereby (i) acknowledges that Seller will bear no liability for payment of the Commission or any portion thereof to any agent other than the Broker, and (ii) indemnifies Seller from any claims which may be asserted against Seller by any real estate agent who has or claims to have been authorized by Purchaser to act on Purchaser's behalf in the transaction contemplated by this Contract.

11. CLOSING: The closing of the sale of the Property by Seller to Purchaser ("Closing") shall occur on the first business day following the expiration of FIVE _____ (5) days from and after the expiration of the Inspection Period (the "Closing Date"). The Closing shall occur at Seller's offices or, at Seller's option, at the offices of the Title Company or a closing attorney designated by Seller in its sole discretion (either of which, in that role, the "Settlement Agent"). At Closing, among the other requirements set forth in this Contract, Purchaser shall deliver the Purchase Price to Seller in accordance with Section 3 hereinabove and, if applicable, the additional amount set forth in said Section 3 for the personalty to be conveyed hereunder, and

Seller shall deliver the Deed and, if applicable under Section 32 hereof, the Bill of Sale, to Purchaser. If either party fails to close the sale under the terms of this Contract, the non-defaulting party will be entitled to exercise the remedies provided in Section 16 hereof. Any extension of the Closing Date must be in writing and, except for Seller's right to unilaterally extend the Closing Date under Section 6.(b) hereinabove, be executed by Purchaser and Seller in advance of the scheduled Closing Date.

12. POSSESSION: Possession of the Property in its condition existing on the Effective Date, ordinary wear and tear excepted, will be delivered to Purchaser at Closing, subject to the rights or claims of parties in possession or vendors thereto. Delivery of the Deed by Seller and acceptance of the Deed by Purchaser will evidence the assignment by Seller and assumption by Purchaser of all written or oral agreements for lease of the Property and contracts in effect as of the Closing Date. From and after Closing, Purchaser will defend, indemnify, and hold Seller harmless from and against all claims, demands, and actions arising under such leases or contracts.

13. CLOSING COSTS: Seller will pay the cost of (i) preparation of the Deed and all other conveyance documents, (ii) one-half of the Title Company's escrow fee, (iii) the premium for the Title Policy, and (iv) Seller's attorneys' fees. Seller will cause any mortgages, deeds of trust, or other monetary liens recorded against the Property to be released, unless (a) Purchaser made no objection thereto under Section 6.(b) hereof, or (b) if Purchaser made such an objection, Seller has notified Purchaser that Seller is unable or unwilling to cure same under Section 6.(c) hereof and Purchaser nevertheless elected, or is deemed to have elected, to proceed under Section 6.(c)(ii) hereof. All other costs and expenses incurred in connection with the sale of the Property hereunder will be paid by Purchaser, including, without limitation, recordation of the Deed and any other recording fees, one-half of the Title Company's escrow fee, Purchaser's attorneys' fees, the removal of any liens remaining on the Property, the costs and expenses of services incurred by Purchaser in performing its feasibility study and related tests and investigations under Section 7 hereof, any documentary stamp taxes, deed taxes, transfer taxes, intangible taxes, mortgage taxes and any and all other similar taxes, fees or assessments, and any financing obtained by Purchaser in connection with its purchase of the Property.

14. PRORATIONS: The provisions of this Section 14 shall survive Closing and not be merged therein.

(a) At Closing, all normal and customarily proratable items, including, without limitation, all ad valorem taxes and assessments assessed against the Property, prepaid rents and other expenses and fees payable under any leases on the Property, prepaid and accrued but unpaid expenses incurred in connection with the operation or maintenance of the Property, including, without limitation, all utilities servicing the Property, and any dues and assessments of home or condominium owners' associations, shall be prorated between Purchaser and Seller as of the Closing Date, Seller being charged and credited for all of same up to such date and Purchaser being charged and credited for all of same on and after such date. If the assessments for any such proratable items for the year of Closing have not yet been made, then any such prorations shall be based upon the prior year's assessments. No prorations shall be made in relation to rents not collected as of the Closing Date, but Purchaser shall make a commercially reasonable attempt to collect the same for Seller's benefit after Closing, but shall not be required to initiate legal proceedings in such attempt, and such collections, if any, shall be accounted for between Purchaser and Seller on the Reconciliation Date (hereinafter defined).

(b) On the first business day immediately prior to the day which is sixty (60) days after the Closing Date, or such other date as may be agreed upon in writing by Seller and Purchaser in order to have in hand the tax or any other assessments for the Property for the year of Closing or for any other reason (in any event, the "Reconciliation Date"), Seller hereby agrees to cause to be paid to Purchaser, or Purchaser hereby agrees to pay to Seller, as the case may be, a payment in an amount which reflects (i) net adjustments to the prorations made at Closing under Section 14.(a), above, including, without limitation, (a) any and all rents

delinquent and unpaid on the Closing Date and subsequently collected by Purchaser, and (b) any savings resulting from any tax abatements on the Property for the year of Closing resulting from a challenge brought by either party hereto and the costs or expenses incurred by the challenging party in that regard, and (ii) any costs and expenses incurred by Purchaser under Section 32.(b)(ii) hereof.

(c) Notwithstanding anything else to the contrary in this Section 14, if the Property has been assessed for property tax purposes at such rates as would result in reassessment (i.e., "roll-back" taxes) based upon a change in land usage or ownership of the Property, Purchaser hereby agrees to pay all such taxes and Purchaser shall and does hereby indemnify and save Seller harmless from and against all claims and liability for such taxes.

(d) At Closing, Seller will, at its election and in its sole discretion, either deliver or credit to Purchaser any and all tenant security deposits then actually held by Seller under leases covering the Property. Seller will have no responsibility for security deposits not held by Seller at Closing. Further, Seller will be credited at Closing with the amount of any and all deposits held on behalf of Seller by utility companies with respect to the Property.

15. CASUALTY LOSS: In the event of damage to or destruction of the Property by fire or other casualty prior to Closing, resulting in a loss exceeding twenty percent (20%) of the Purchase Price, Purchaser may, at its option, either (i) terminate this Contract by written notice thereof to Seller within five (5) days after Seller notifies Purchaser of the casualty and receive the immediate return of the Earnest Money, and thereafter neither party hereto will have any further rights or obligations under this Contract; or (ii) proceed to close the transaction contemplated herein in accordance with the terms hereof and receive the insurance proceeds payable as a result of such casualty (or, at Seller's option, allow Purchaser at Closing a credit against the Purchase Price in the amount of such casualty loss).

16. DEFAULT: If Purchaser fails to perform any of its obligations hereunder, Seller's exclusive remedy for such default is (a) termination of this Contract by written notice thereof to Purchaser, and (b) retention of the Earnest Money as liquidated damages hereunder. If Seller fails to perform any of its obligations hereunder, Purchaser's exclusive remedy for such default is termination of this Contract by written notice thereof to Seller and liquidated damages as follows: (i) refund of the Earnest Money, and (ii) reimbursement by Seller of Purchaser's documented out-of-pocket expenses, not to exceed \$1,000.00. The liquidated damages specified in this Section are not penalties, but reasonable estimates of, respectively, the cost to Seller of holding the Property off of the market and the cost to Purchaser of the lost transaction. In no event shall Seller be liable to Purchaser for any other actual, punitive, speculative, or consequential damages, nor shall Purchaser be entitled to bring a claim to enforce specific performance of this Contract.

17. PROHIBITED PURCHASER: Purchaser hereby acknowledges that certain persons are prohibited from purchasing assets from Seller and that under certain circumstances Seller will not sell assets to certain persons. Accordingly, prior to or contemporaneously with the execution of this Contract, Purchaser has completed, executed, and delivered to Seller a Purchaser Eligibility Certification (the "PEC") in the form attached here to as Exhibit "C." Purchaser hereby represents and warrants to Seller that the PEC is true and correct, and Purchaser hereby further acknowledges that Seller is relying on the truth and accuracy of the PEC. Any incorrect information on the PEC shall be a default by Purchaser under this Contract. Accordingly, if Seller determines prior to Closing that any portion of the PEC is incorrect, Seller may terminate this Contract and retain the Earnest Money as provided for in Section 16 hereof, and may pursue any other sanctions provided by law.

18. CONFIDENTIALITY: Prior to or contemporaneously with the execution of this Contract, Purchaser has completed, executed, and delivered to Seller a Confidentiality Agreement (herein so called) in the form attached hereto as Exhibit "D" and incorporated herein for all purposes. Any breach of the Confidentiality Agreement by Purchaser shall be a default under this Contract, in which event Seller may terminate this Contract and retain the Earnest Money as provided for in Section 16 hereof, and may pursue any other sanctions provided by law.

19. ATTORNEYS' FEES: In any legal proceeding brought under or with regard to this Contract, the prevailing party will be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party; provided, however, that Seller's liability, if any, for court costs and attorneys' fees, shall be determined in accordance with the Equal Access to Justice Act, codified at 28 U.S.C. § 2412 (2006), to the extent applicable, as well as any other applicable federal law.

20. AUTHORITY TO EXECUTE: Only an Attorney in Fact for the FDIC, acting in the capacity stated in Section 1 hereof, is authorized by the FDIC to execute this Contract.

21. SURVIVAL: In addition to those certain provisions of this Contract expressly made to survive Closing or any termination of this Contract, Sections 9, 10, 12, 14, 23 and 27 of this Contract shall survive Closing and the delivery of the Deed and shall not be merged therein.

22. MODIFICATION: This Contract is the entire agreement between Seller and Purchaser concerning the sale of the Property and supersedes all prior agreements and understandings, if any, with regard thereto, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.

23. GOVERNING LAW: The validity, construction, enforcement, interpretation, and performance of this Contract shall be governed by the laws of the United States of America, and to the extent that state law would apply under applicable federal law, the state in which the Property is located.

24. TIME: Time is of the essence in the performance of each party's obligations under this Contract.

25. NOTICES: Any notice provided or required to be given under this Contract must be in writing and shall be served (and shall be deemed to have been served) by (a) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and certified with return receipt requested; (b) delivering the same to such party or agent of such party, in person or by commercial courier; or (c) depositing the same into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified. For purposes of notice, the addresses of the parties shall be as set forth in their respective signature blocks hereinbelow.

26. EFFECTIVE DATE: The date of execution of this Contract by the latter of Purchaser or Seller, as set forth in their respective signature blocks hereinbelow, shall be the "Effective Date" hereof for all purposes.

27. CONSTRUCTION: Unless stated otherwise, the words "day" or "days" refer to calendar days. Pronouns are used interchangeably herein to refer to masculine, feminine, or neuter antecedents. The parties hereby acknowledge that each party and its counsel have reviewed this Contract and had the opportunity to revise same, and each consequently agrees that the normal rule

of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract.

28. INDIVIDUAL LIABILITY: The individual who purports to execute this Contract on behalf of a purchasing legal entity will nevertheless be bound under this Contract in his or her individual capacity unless, prior to Closing, the individual provides Seller with a copy of (a) the articles or agreement by which the purchasing legal entity was created, as filed, if applicable, with the proper state office or authority, (b) a resolution of that legal entity authorizing (i) the transaction contemplated herein, and (ii) such individual to bind such legal entity in such transaction.

29. ASSIGNMENT: This Contract shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors, and assigns. Notwithstanding the foregoing, Purchaser shall not have the right to assign its interest in this Contract without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole and absolute discretion, and any such assignment to which Seller has not so consented shall be null and void and of no force or effect.

30. STATE SPECIFIC ATTACHMENTS: The following attachments, if any, are attached hereto and incorporated herein for all purposes in order to conform this Contract to the laws of the state in which the Property is located:

- ATTACHMENT "1:" None _____;
- ATTACHMENT "2:" _____;
- ATTACHMENT "3:" _____;
- ATTACHMENT "4:" _____.

31. DISCLOSURES REGARDING THE PROPERTY:

- ATTACHMENT "___:" Lead-Based Paint Disclosure. Required if improvements to the Property include a residential dwelling built prior to 1978.
- ATTACHMENT "___:" Other Environmental Matters. Other environmental matters require disclosure prior to conveyance of the Property to Purchaser.

32. PERSONAL PROPERTY; PERSONAL IDENTIFYING INFORMATION [check one]: No personal property is included in the transaction contemplated by this Contract. An inventory of the personal property included in the transaction contemplated by this Contract is set forth on Exhibit "E" attached hereto and made a part hereof for all purposes.

(a) Regardless of whether or not any personal property is included in the transaction contemplated by this Contract, as indicated hereinabove, this Section 32 shall survive Closing and not be merged therein. For the purposes of this Section 32, "personal identifying information" or "PII" shall mean any piece of information which can potentially be used to uniquely identify, contact, or locate a particular person.

(b) Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, and to the extent that any furniture, fixtures, and equipment, including, without limitation, printers, fax machines, scanners, copiers, computer systems, servers, hardware and software, tapes, CD's, disks, thumb drives, portable drives, hard disk drives, or any other portable electronic storage media/devices, and the electronic data stored therein or thereon, and all hard data, records, documents, and information, including, without limitation and with regard to each and all of the foregoing, personal identifying information or PII, remain in, on, or about the Property at Closing, and whether or not apparently described in whole or in part on Exhibit "E" hereto, Purchaser hereby acknowledges and agrees that (i) any and all such hardware, software, tapes, CD's, disks, thumb drives, portable drives, hard disk drives, and any other portable electronic storage media/devices and the electronic data stored therein or thereon and any hard data, records, documents, or information, including, without limitation and with regard to each and all of the foregoing, personal identifying information or PII (all of the foregoing described in this Section 32.(b)(i) are hereinafter collectively referred to as the "Excluded Personalty"), are hereby expressly and unequivocally excluded from the transaction contemplated by this Contract, and (ii) within ten (10) business days from and after Closing, Purchaser, at Seller's sole cost and expense, shall effect the removal of the Excluded Personalty from the Property and delivery of same to Seller.

(c) If any software or systems necessary to or for the operation of any building located upon the Property, reside in or on any Excluded Personalty, then within ten (10) business days from and after Closing, Purchaser shall transfer that data to replacement portable electronic storage media/devices at Purchaser's sole cost and expense, and immediately thereafter deliver all such Excluded Personalty to Seller.

(d) If at any time Purchaser discovers the presence of any Excluded Personalty which Seller or Purchaser has previously failed to remove from the Property, Purchaser shall promptly (i) notify Seller in writing of the existence of such Personal Property, and (ii) at Seller's sole cost and expense, effect the removal of the discovered Excluded Personalty from the Property and delivery of same to Seller.

(e) Purchaser hereby acknowledges and agrees that any and all personal identifying information or PII that remains in, on, or about the Property at Closing and thereafter is (i) the property of Seller, and Purchaser hereby agrees that it will not attempt to access or read or determine the content of any such personal identifying information or PII, and (ii) confidential and governed by the Confidentiality Agreement described in Section 18 hereof. Notwithstanding anything to the contrary in the Confidentiality Agreement, the terms thereof shall not terminate and shall bind Purchaser as to any and all personal identifying information or PII that remains in, on, or about the Property at Closing or thereafter.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Real Estate Purchase And Sale Contract to be effective as of the Effective Date.

PURCHASER [check applicable box]:

_____ [if an individual, sign on this first line, print name on second]

Name: _____

_____ [print name of legal entity, including type of entity and state in which it was formed, e.g., Whiteacre, LLC, a New Jersey limited liability company]

By: _____

[entity's representative signs here]

Print Name: _____

Title: _____

Date: _____

Tax ID Number: _____

Purchaser's complete mailing address [whether individual or legal entity]:

_____ [use street address only; a P.O. Box is NOT acceptable]

Phone number: _____

Fax number: _____

[Seller's signature page follows.]

SELLER:

Federal Deposit Insurance Corporation,
in the capacity stated above

1601 Bryan Street
Dallas, Texas 75201

Note: for purposes of notice under Section 25 hereof, if Seller utilized a third party marketing contractor in this transaction, a copy of all notices to Seller must be sent simultaneously to:

By: _____

Prescient, Inc. _____

Name: _____

2600 Douglas Road, Suite 800 _____

Title: Attorney in Fact

Coral Gables, Florida 33134 _____

Date: _____

Phone number: _____

Fax number: _____

EXHIBIT "A"

[Legal Description of the Property]

See Attached Exhibit "A"

rights and appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (collectively, the "Property"), **subject** however to any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, encumbrances, access limitations, licenses, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, including, without limitation, any and all matters or conditions reflected on Exhibit "B" attached hereto and made a part hereof for all purposes, and whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances of municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances"). Grantee, by its acceptance of delivery of this Special Warranty Deed, assumes and agrees to perform any and all obligations of Grantor or the Institution under the Permitted Encumbrances.

FURTHER, GRANTEE, BY ITS ACCEPTANCE OF DELIVERY OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT (i) EXCEPT FOR THE SPECIAL (OR LIMITED) WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) ANY INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT OR HOPE TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE DESCRIPTION, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY OR ANY PART THEREOF, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE HEREUNDER OF THE PROPERTY IS "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; and (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS SPECIAL WARRANTY DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its acceptance of delivery of this Special Warranty Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, the Institution, and the FDIC in any and all of its various

other capacities, and their respective employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it or they may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the Property in any manner whatsoever. This covenant releasing Grantor, the Institution, and the FDIC in any and all of its various other capacities shall be a covenant running with the Property and shall be binding upon Grantee, its successors, and assigns.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any wise belonging to Grantor, unto Grantee, its heirs, personal representatives, successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT SPECIALLY AND FOREVER DEFEND all and singular the Property unto Grantee, its heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, **subject**, however, to the Permitted Encumbrances.

The fact that certain encumbrances, limitations, or other matters or conditions may be mentioned, disclaimed, or excepted in any way herein, whether specifically or generally, shall not be a covenant, representation, or warranty of Grantor as to any encumbrances, limitations, or any other matters or conditions not mentioned, disclaimed, or excepted. Notwithstanding anything herein to the contrary, however, nothing herein shall be construed or deemed as an admission by Grantor or Grantee to any third party of the existence, validity, enforceability, scope, or location of any encumbrances, limitations, or other matters or conditions mentioned, disclaimed, or excepted in any way herein, and nothing shall be construed or deemed as a waiver by Grantor or Grantee of its respective rights, if any, but without obligation, to challenge or enforce the existence, validity, enforceability, scope, or location of same against third parties.

By its acceptance of delivery of this Special Warranty Deed, Grantee hereby assumes the payment of all *ad valorem* taxes, standby fees, and general and special assessments of whatever kind and character affecting the Property which are due, or which may become due, for the current tax year or assessment period and for any tax year or assessment period subsequent to the date of this Special Warranty Deed, including, without limitation, taxes or assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property or any portion thereof.

IN WITNESS WHEREOF, this Special Warranty Deed is executed on _____.

FEDERAL DEPOSIT INSURANCE CORPORATION,
[either as Receiver for _____ (insert name of Institution, including City and State – see first recital on first page of Deed), or in its corporate capacity]

By: _____

Name: _____

Title: Attorney in Fact

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, _____, by _____, Attorney in Fact of the Federal Deposit Insurance Corporation, [as Receiver for _____, **or, if applicable:** in its corporate capacity], on behalf of said entity.

Notary Public, State of _____

EXHIBIT "A" to Special Warranty Deed

[Legal Description of the Property]

[NOTE TO PREPARER: This legal description should be, except in unique circumstances, the legal description of the Property as found in the conveyancing instrument into Grantor or into the failed institution named in the first recital hereinabove.]

EXHIBIT "B" to Special Warranty Deed

[Specific Permitted Encumbrances]

[Note to preparer of Deed: List hereon any matters or conditions reflected on the Title Commitment and not objected to by Purchaser under Section 6.(b) of the Contract and any title objections waived or deemed waived by Purchaser under Section 6.(c)(ii) of the Contract.]

- 1.
- 2.
- 3.
- 4.

EXHIBIT "C"

[Form of Purchaser Eligibility Certification]

EXHIBIT "D"

[Form of Confidentiality Agreement]

EXHIBIT "E"

[Inventory of personalty to be conveyed]

See Attached



Cherokee County, Georgia Agenda Request

2.7

SUBJECT: Receipt of Refund from AT&T MEETING DATE: 5/21/2013

SUBMITTED BY: Delaine Cagle, Finance

COMMISSION ACTION REQUESTED:

Increase the FY2013 revenue budget for receipt of a refund from AT&T and allocate this unbudgeted Revenue to increase the Postage budget for the Tax Commissioner.

FACTS AND ISSUES:

The Tax Commissioner will be receiving a refund from AT&T regarding a dispute over a disconnect T1 line. The total refund is \$17,614.00.

The requested amendment is to increase the General Fund revenue for the receipt of this refund and increase the Tax Commissioner's postage budget, which had previously been decreased (2/19/2013 BOC Meeting) to cover the purchase of a new vehicle.

The net effect of this amendment is to utilize the AT&T refund to restore the majority of the postage budget while still covering the majority of the vehicle purchase.

BUDGET:

Budgeted Amount:	\$127,568.80	Account Name:	Postage
Amount Encumbered:	\$0	Account #:	11545000-523250
Amount Spent to Date:	\$89,033.44		
Amount Requested:	\$17,614.00		
Remaining Budget:	\$56,149.36 (after amendment)		

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.
 Contract: Yes No Ordinance/Resolution: Yes No
 Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: Janelle Funk (1)

COUNTY MANAGER

<p>(1) In Sonya Little's absence, Janelle Funk signed for her – after discussing the request and amendment in meeting with Jerry Cooper and Chairman Ahrens during 5/2/2013 Meeting.</p>
--



Cherokee County, Georgia Agenda Request

2.8

SUBJECT: Administration fees from TAVT MEETING DATE: 5/21/2013

SUBMITTED BY: Delaine Cagle, Finance

COMMISSION ACTION REQUESTED:

Increase the FY2013 General Fund revenue budget to include the 1% administration fees related to the new TAVT, and allocate this unbudgeted revenue to the Tax Commissioner for security enhancements/security equipment purchases.

FACTS AND ISSUES:

The Tax Commissioner is earning a 1% Administrative Fee for the new TAVT (new motor vehicle tax effective 3/1/2013). This amendment is to increase the FY2013 revenue budget for the fees earned in March and April and allocate this revenue to the Tax Commissioner in order to improve security in the Tax Commissioner buildings.

BUDGET:

Budgeted Amount:	.00	Account Name:	Security Equipment
Amount Encumbered:	.00	Account #:	11545110-542510
Amount Spent to Date:	.00		
Amount Requested:	\$22,223.00		
Remaining Budget:	\$22,223.00		

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.
 Contract: Yes No Ordinance/Resolution: Yes No
 Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____ *Janelle Funk* (1) _____

COUNTY MANAGER _____

<p>(1) In Sonya Little's absence, Janelle Funk signed for her – after discussing the request and amendment in meeting with Jerry Cooper and Chairman Ahrens during 5/2/2013 Meeting.</p>
--

**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
10010	341510	Vendor Comp - TAVT 1% Admin	22,223.00

22,223.00

EXPENDITURES:

Department			
Org Code	Object	Account Name	Amount
11545000	542510	Security Equipment	22,223.00

22,223.00

PURPOSE OF TRANSFER/ AMENDMENT

The Tax Commissioner will be receiving a 1% Administrative Fee Compensation for the new TAVT. This amendment is to budget for this new revenue and allocate it to the Tax Commissioner in order to purchase security equipment and upgrades.

Department Head Approval:

Janelle Funk

County Manager Approval:

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

1) Signed by Janelle Funk during Sonya Little absence. Amendment discussed with Sonya Little during 5/2/2013 meeting with Chairman Ahrens and Jerry Cooper.

Cherokee County, Georgia Agenda Request

SUBJECT: Contract Approval and Execution

MEETING DATE: 5/21/2013

SUBMITTED BY: Chris Collett on Behalf of the Tiburon Committee for Public Safety Agencies

COMMISSION ACTION REQUESTED:

Consider approval for authorization of Professional Services Agreement to Dell Marketing, L.P. for the purchase, implementation, and support of storage area network (SAN) hardware and software needed for the Tiburon Project as listed in Phase I. With two options (1) Phase II for the expansion of technology for other locations and (2) Maintenance for years 4 and 5 which we have the right to exercise later.

FACTS AND ISSUES:

To fulfill the requirements of the BOC approved Public Safety Tiburon project, new hardware was requested to be purchased based on the recommendation from the Tiburon vendor. Due to the existing platform in use by the county being manufacturer discontinued, the RFP process was initiated. From the review of the technology solutions presented, we are recommending the services of Dell Marketing, L.P. to be approved (see attachment for RFP summary). The vendor selected had the lowest bid as well as the highest score overall.

BUDGET:

Amount Requested:\$348,731.46

Sources of Funding - Account Name	Sources of Funding - Acct #	Amount Requested	Original		Budget
			Amount Budgeted	Amount Already Spent/Encumbered	Remaining if Approved
IT Op Budget, Non-Asset Computer Equip	11535000-531660	51,598.52	64,500.00	12,301.00	600.48
E911 Op Budget, Capital Computer Equip	23800000-542400	80,000.00	132,663.00	7,076.29	45,586.71
E911 Op Budget, Non-Asset Computer Equip	23800000-531660 *	51,000.00	73,000.00	-	22,000.00
E911 SPLOST 2012	33802000-67600 (542400)	166,132.94	1,500,000.00	575,130.00	758,737.06
Total		348,731.46	1,770,163.00	594,507.29	826,924.25

* Budget available in this account, but costs will likely be capitalized and charged to 542400. If so, total FY2013 E911 expenses will be managed to not exceed the 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:

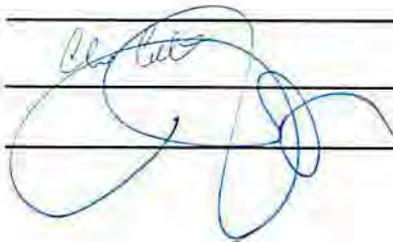
Approval for authorization of Professional Services Agreement to Dell Marketing, L.P. for the purchase, implementation, and support of storage area network (SAN) hardware and software needed for the Tiburon Project as listed in Phase I. With two options (1) Phase II for the expansion of technology for other locations and (2) Maintenance for years 4 and 5 which we have the right to exercise later.

REVIEWED BY:

DEPARTMENT HEAD:

AGENCY DIRECTOR:

COUNTY MANAGER



SANS Procurement Summary Scores

Scoring Criteria		Compellent		EMC		NetApp	
		Issues	Score	Issues	Score	Issues	Score
SOW1 / Solution/Product	25%	2.00	20.40	2.50	19.80	6.00	15.60
SOW2 / Company Viability	15%		12.40		12.80		12.20
SOW3 / Service & Support	20%		19.20	3.00	13.40	2.00	16.20
Subtotal:	60%	2.00	52.00	5.50	46.00	8.00	44.00
Costs	40%		40.00		32.98		20.06
Total	100%		92.00		78.98		64.06
Notes		Initial proposal pricing not split properly into phases.		Ongoing support strategy was a reactive approach. Initial proposal pricing not detailed.		Initial proposal costs did not include the following: (1) provide turnkey solution, (2) split properly initially into phases, (3) include all hardware & software listed in Tiburon Specs.	

Price Scoring Model			
	Compellent*	EMC*	NetApp
Phase I (Tiburon Project)	348,731.46	523,349.55	761,552.20
Option (1) - Phase II			
Adding storage to SAN at other locations	98,253.93	77,225.78	297,465.74
Option (2) - Ongoing Maintenance			
Hardware - Years 4 & 5	121,001.44	100,850.28	133,956.30
Software - Years 2 through 5	60,836.00	111,184.28	66,968.00
Trade-in Allowance	0.00	-50,000.00	-6,000.00
Total (Net)	628,822.83	762,609.89	1,253,942.24
Costs Scoring Based on Lowest Bidder	40.00	32.98	20.06

* Adjusted SQL license price down to "standard" from "enterprise level" & removed SA.



Cherokee County, Georgia Agenda Request

2.10

SUBJECT: Commission Rates on Tax Collections for CCSD MEETING DATE: 5/21/2013

SUBMITTED BY: Janelle Funk

COMMISSION ACTION REQUESTED:

Consider approving resolution to reduce the rate the County charges the Cherokee County School District to process their tax collections. The rates would be reduced over a three year period.

FACTS AND ISSUES:

The Cherokee County Tax Commissioner charges the Cherokee County School District (CCSD) 2.5% to process tax collections on the School M&O and School Bond. This processing fee is equivalent to approximately \$3.2M and is used by the Cherokee County Board of Commissioners (CCBOC) to operate the General Fund.

The CCSD has requested the CCBOC to reduce processing fees by \$250,000 for the next Tax Levy Year (2013). The CCSD has also requested the CCBOC phase in lower rates over a three year period, to settle at 2.0% in 2015. The CCBOC could consider lowering the rate to 1.8% in future years.

In order to achieve a \$250,000 reduction, the rate will be reduced to 2.3% beginning 10/1/2013. The rate will then be reduced to 2.1% in 2014, which is expected to yield ~ \$500,000 in reduced commissions, and 2.0% in 2015, which is expected to yield ~ \$625,000 in reduced commissions.

A resolution has been provided with this agenda request.

BUDGET: N/A to FY2013 BUDGET

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

Budget Adjustment Necessary: Yes No Note: If yes, please attach budget amendment form.
Contract: Yes No Ordinance/Resolution: Yes No
Note: Contracts, ordinances & resolutions require prior review by County Manager and County Attorney.

ADMINISTRATIVE RECOMMENDATION:

Approve.

REVIEWED BY:

DEPARTMENT HEAD: _____

AGENCY DIRECTOR: _____

COUNTY MANAGER _____

Janelle Funk

A Resolution to Approve New Commission Rates Charged to the Cherokee County School District for Tax Collection Processing

For Cherokee County, Georgia

The Cherokee County Board of Commissioners hereby adopts the following rates for the processing of Cherokee County School District tax collections:

	<u>Commission Rates on Tax Collections</u>			
	<u>Current</u>	<u>10/1/2013</u>	<u>10/1/2014</u>	<u>10/1/2015</u>
School M&O	2.50%	2.30%	2.10%	2.00%
School Bond	2.50%	2.30%	2.10%	2.00%

So adopted this is the 21st day of May, 2013

Board of Commissioners

L.B. Ahrens, Jr., Chairman

Attest:

Christy Black, County Clerk

RECEIVED
APR 26 2013

BY: *BK*

City Attorney
Robert M. Dyer

City Manager
Robert Logan

City Clerk
Karen Norred



City of Holly Springs

Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us

Office: 770-345-5536 – Fax: 770-345-0209

Mayor
Timothy B. Downing

Council Members
Karen Barnett
Dee Phillips
Jeremy Smith
Kyle Whitaker
Michael Roy Zenchuk II

April 24, 2013

The Board of County Commissioners of Cherokee County
1130 Bluffs Pkwy
Canton, GA 30114

Dear Commissioners:

Please be advised that the City of Holly Springs, Georgia, by the authority vested in the Mayor and the Council of the City of Holly Springs, Georgia by Article 6 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation, a petition for annexation, or upon the adoption of a resolution for annexation by the City of Holly Springs in accordance with O.C.G.A. § 36-36-6 and O.C.G.A. § 36-36-9 and after receipt of the application for zoning pursuant to O.C.G.A. § 36-36-111.

The following parcel, located on Holly Springs Parkway, has been requested for annexation. The property will remain as currently zoned, GC-General Commercial to be developed for commercial and retail development.

15N15A 040A

Please see attached location map.

Pursuant to O.C.G.A. § 36-36-7 and O.C.G.A. § 36-36-9, you must notify the governing authority of the City of Holly Springs, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

Pursuant to O.C.G.A. § 36-36-4 a public hearing of the property to be annexed will be held. If the county has an objection under O.C.G.A. § 36-36-113, in accordance with the objection and resolution process, you must notify the City of Holly Springs within thirty (30) calendar days of the receipt of this notice.

Sincerely,

Robert H Logan

Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs



City of Holly Springs, Georgia
Petition for Annexation
 100% Method



Please completed one petition per parcel; duplicate this form as needed. Please print or type.

APPLICANT INFORMATION

Date: 4/21/13
 Applicant's Name: Fred J Wein
 Corporation Name: Catahoula Land Co. II
 Mailing Address: 7225 Flowery Branch Rd
Cumming GA 30041
 Phone: 404 432 5035
 Email: blue llama @ comcast . net

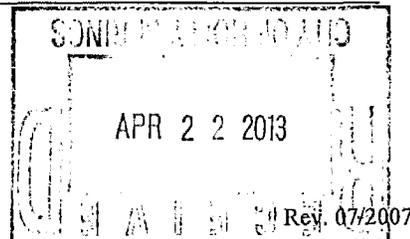
PROPERTY OWNER INFORMATION

Property Owner(s): Catahoula Land Co II
 Mailing Address: - same -
 Phone: _____
 Email: _____

PROPERTY INFORMATION

Tax Map #: 15N15A Parcel #: 040A
 Land Lot(s)/District: LL634 15th Distr Track A
 Physical Address: not yet given by EMS
 Property Location Description: immediately next
to Quicktrip
 Current Zoning: GC

(Attach additional sheets, if necessary)



Has an application for rezoning, special use, or variance been applied for in the County within the past five (5) years? NO If "yes," please provide complete explanation and details in the space below:

(attach additional sheets, if necessary)

Describe the proposed development for the property in question should the annexation be approved, including the appropriate City zoning classification desired. (NOTE: Any annexation request requiring a rezoning in the City will need to be made on the appropriate rezoning request forms for the City of Holly Springs. This annexation petition does not complete the requirements for making a rezoning request).

Property will be developed as
Zaxbys on 1/2 of parcel and
(most likely) Advanced Auto Parts
on the other (currently under
contract)

(attach additional sheets, if necessary)

SUBMITTAL CHECKLIST

The following exhibits must be attached to this Annexation Petition:

- A copy of the most recent warranty deed or equivalent conveyance of ownership for the property to be annexed;
- A copy of the Cherokee County Tax Plat, illustrating the property to be annexed;
- Complete the Applicant & Property Owner(s) Signature Sections, following page;
- Any additional information requested by City Officials.

APPLICANT & PROPERTY OWNERS SIGNATURE SECTION

Fred J. Weir
Applicant Name (Please Print)

Catahoula Land Co II
Corporation Name (Please Print)

Sole Member
Title (Please Print)

[Signature]
Applicant Signature

4/21/13
Date

ALL PROPERTY OWNERS (GRANTEES) MUST SIGN BELOW AS INCLUDED ON THE ATTACHED DEED OR CONVEYANCE.

Catahoula Land Co. II
Property Owner Name (Please Print)

[Signature]
Property Owner Signature

4/21/13
Date

Property Owner Name (Please Print)

Property Owner Signature

Date

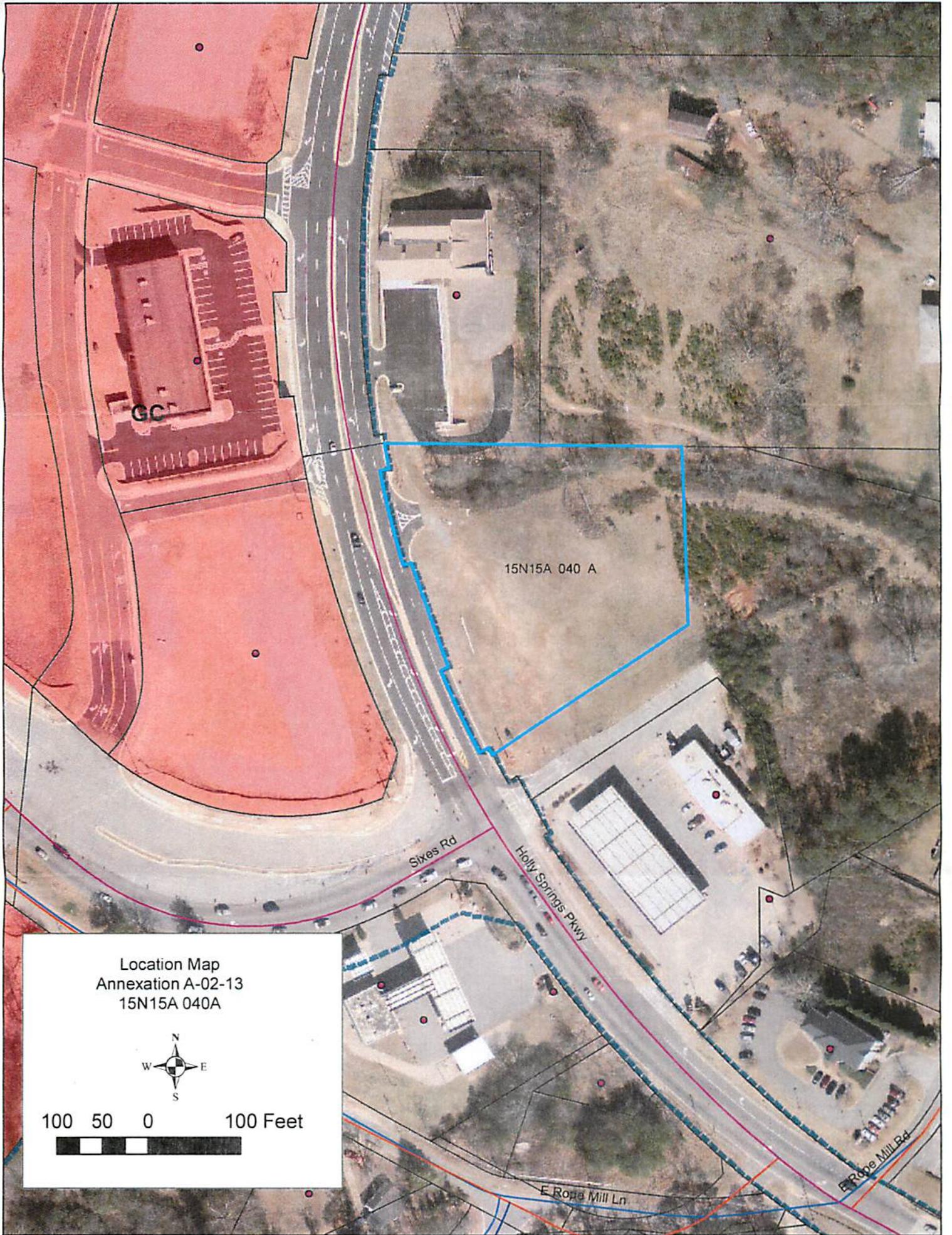
Property Owner Name (Please Print)

Property Owner Signature

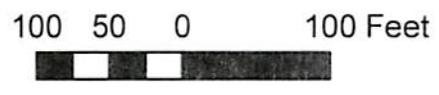
Date

Notary (form must be notarized)

Received by: _____
City of Holly Springs, Georgia
Date: _____



Location Map
Annexation A-02-13
15N15A 040A



Mayor
Timothy B. Downing

Council Members
Karen Barnett
Dee Phillips
Jeremy Smith
Kyle Whitaker
Michael Roy Zenchuk II



City of Holly Springs
Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us
Office: 770-345-5536 – Fax: 770-345-0209

RECEIVED
MAY 13 2013

BY: *BK*

City Attorney
Robert M. Dyer

City Manager
Robert Logan

City Clerk
Karen Norred

*Email BOC, Angie Davis,
J. Cooper, J. Watkins, V. Taylor.*

May 9, 2013

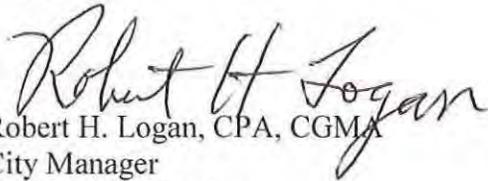
The Board of County Commissioners of Cherokee County
1130 Bluffs Pkwy
Canton, GA 30114

Dear Commissioners:

Please find attached a copy of an amendment to the request for annexation, A-02-13. You were previously notified by certified mail of this annexation concerning parcel 15N15A 040A.

The amendment requests that only a section of the property be annexed. Please see attached map.

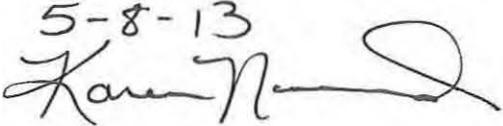
Sincerely,


Robert H. Logan, CPA, CGMA
City Manager
City of Holly Springs

We are amending application # A-02-13
to annex in tract 2 as shown on
preliminary minor subdivision plat for
Catahoula Land Co II LLC (dated 12/7/12)


Fred J. Weir
Owner



5-8-13


CHEROKEE COUNTY

PUBLIC HEARINGS AND PARTICIPATION

In accordance with law and policy, the Cherokee County Board of Commissioners frequently conducts Public Hearings on a number of matters and issues. These Public Hearing rules are intended to ensure that the public has the opportunity to participate fairly in the meeting while promoting the orderly, efficient, and effective flow of the meeting.

Policies and Procedures for Conducting Public Hearings

1. The Chairman shall announce the Public Hearing and call for motion and a second to open the Public Hearing; once approved by a vote of the majority, the Chairman will announce that the Public Hearing is now open and should call forth those persons who wish to speak in favor, against, or otherwise on the particular issue. The Chairman shall inform the public that all comments by proponents, opponents, or the public shall be made from the podium and that any individual making a comment should first give their name and address. The Chairman shall also inform the public that comments will only be received from the podium.
2. Members of the public who wish to speak must sign up on the form provided prior to the commencement of the Public Hearing. Members of the public are expected to adhere to the rules of decorum outlined herein and in the Civility Code and should be informed of such at the beginning of the Public Hearing by the Chairman. There should be no vocal or boisterous demonstrations which will disrupt the orderly flow of the meeting. Any person(s) engaging in this type of behavior shall be ruled out of order by the Chairman and shall, at his/her discretion, be removed from the building.
3. **Time.** Proponents and opponents are allowed fifteen (15) minutes per side to present data, evidence, and opinions. Each side's time period may be divided among multiple speakers in whatever manner desired. No petition shall be the subject of more than one (1) public hearing before the Board of Commissioners regardless of the number of times final action is deferred by the Board, unless a simple majority of members of the Board of Commissioners vote to conduct such additional public hearings. Speakers will be called as they appear on the sign up form. Additional time may be allotted for either side at the Board's discretion and upon a simple majority of affirmative votes of the Board. Clerk's Note: State Law Mandates that the time be at least 10 minutes per side. (O.C.G.A. § 36-66-5)
4. Once the Public Hearing has concluded, the Chairman shall so announce and call for a motion and a second to close the Public Hearing; after an affirmative vote by a majority of the Board, the Board may convene into regular session to make its decisions.
5. As a general rule, members of the public do not speak on agenda items unless those items have been advertised for public hearing, or unless the Board, by a simple majority of affirmative votes, has decided that public participation is necessary in its deliberative process. The Board shall follow its Public Hearing rules when such participation is warranted.
6. Public Hearings will be advertised in the newspaper of general circulation (County's Legal Organ), at least 15 days, but no more than 45 days prior to the date of the hearing.
7. The only exception to this will be public hearings pertaining to the budget or as otherwise governed by State Law. Any amendment to these rules of order by a Commission Member shall be submitted to the Clerk in writing one week before the designated meeting. The proposed amendment shall be included on the agenda for that meeting and distributed to all Board Members. All amendments require a simple majority of affirmative votes by the Board for adoption.
8. Public Hearings are hereby required for Zoning Ordinance modifications; adoption of the annual budget; setting of the millage rate; and other matters as required by State law or at the request of the Cherokee County Board of Commissioners.

STATE OF GEORGIA
COUNTY OF CHEROKEE COUNTY

CHEROKEE COUNTY BOARD OF COMMISSIONERS
POLICY NO. 03- P- 01

PUBLIC COMMENT POLICY

In 1999, the Cherokee County Board of Commissioners established a public input policy, to welcome citizen comment and attendance. The following is a revised edition of that policy. The original Policy No. 99-P-1 is hereby rescinded.

(1)

The Cherokee County Board of Commissioners does hereby establish a policy that “**Public Comment**” is invited and encouraged. However it must be made known that the Cherokee County Board of Commissioners will not participate in a public debate regarding any item of public comment.

(2)

Therefore, it is the policy of Cherokee County that time for public comment will be set aside for each regularly scheduled meeting. **If the item you wish to speak about is on the agenda, it will be at the discretion of the Board as to whether you will be allowed to speak.**

(3)

At both regular meetings, a fifteen (15) minute period, after the approval of the minutes of the previous meeting, will be set aside for public comment. Persons wishing to address the Board of Commissioners shall be required to sign up at a designated area on a sign up sheet provided before the meeting, giving their name and the topic of interest; the number of citizens appearing will be limited to five (5) on a first come first-served basis and will be limited to three (3) minutes per presentation. Their comments must be limited to their chosen topic. Only items pertaining to County business may be brought before the Board. The speaker is required to state their name and location in the County and whether he/she is speaking for himself/herself or for another.

(4)

Any person or persons, organization or group wishing to be put on the agenda and address the Board of Commissioners during a public appearance at which either official action will be considered or requested are required to submit a written request to their Post Commissioner, and the County Clerk, explaining the nature of the request, at least seventy-two (72) hours prior to said meeting.

(5)

Members of the public shall not make inappropriate, offensive, insulting or malicious remarks while addressing the Commissioners during public comment. All remarks shall be made to the Commission as a body and addressed through the Chair. Remarks shall not be made to a particular Commissioner.

(6)

A person may be barred from further speaking before the Commission in that meeting if his/her conduct is deemed out of order; a person, once barred for improper conduct, shall not be permitted to continue or again address the Commission in that meeting unless a majority vote of the Commission allows; in the event a speaker thus barred fails to obey the ruling, the Chair may take such action as is deemed appropriate. The Chairman may bar a person from addressing Commission meetings for up to thirty (30) days for improper conduct

As revised this 6th day of May, 2003.

MISSION STATEMENT



The CHEROKEE COUNTY Board of Commissioners is dedicated to providing a " Superior Quality of Life " for its residents.

OUR GOAL:

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

OUR PROMISE:

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

OUR COMMITMENT:

Service Excellence & Continuous Improvement;

Accelerate Infrastructure Improvements;

State-of-the-art Public Safety facilities, training, and personnel;

Fiscal Responsibility & Conservative Planning to maintain lowest tax rates in ARC - Metro Atlanta.



Cherokee County Board of Commissioners

2013 Meeting Schedule

Meetings are held the first and third **Tuesday** of each month, with the exception noted below in January. **Regular meetings are held at 6:00 p.m.** at the Cherokee County Administrative Complex located at 1130 Bluffs Parkway, Canton, GA 30114 in Cherokee Hall. Work Session begins at 3:00 p.m.

January	8th	22nd
February	5th	19 th
March	5th	19th
April	2nd	16th
May	7th	21st
June	4th	18th
July	2nd	16th
August	6th	20th
September	3rd	17th
October	1st	15th
November	5th	19th
December	3rd	17 th

Cherokee County Holidays

Jan 1 – New Year’s Day
Jan 21 – Martin Luther King Day
May 27 – Memorial Day
July 4 – Independence Day
September 2 – Labor Day

November 11 – Veterans Day
November 28 – 29 Thanksgiving
December 24 – 26 – Christmas
Birthday - Floating